

## OnStar Services – User Terms

**Last Updated: June 1, 2014**

These User Terms are between you and General Motors of Canada Limited and its affiliates ("OnStar" or "we"). They apply to your use of OnStar Services. THESE USER TERMS ARE LEGALLY BINDING. Refer to Section 3 below for definitions of the capitalized terms.

### Summary of User Terms

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

- You will only use the Services when it is safe to do so, and you will only use them in compliance with the law and these User Terms;
- If others use the Services through your user account or vehicle, you will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these User Terms;
- We may suspend or discontinue your access to some or all of the Services;
- We may access, modify, 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;
- You will notify us by pressing the blue OnStar button in your vehicle or by calling us at 1-888-4-OnStar when
  - you plan to sell, dispose of or otherwise transfer possession of your vehicle, or
  - you want to cancel the Services;
- We have certain rights to use and share the information or materials you provide us, as defined in these User Terms;
- If you access or use any third party products or services, the terms associated with those third party products or services will also apply, and you will not hold 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 these 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;
- If a dispute arises, you will resolve it through individual arbitration (if applicable);
- We may modify these User Terms at any time and the modifications will become effective upon posting on our Website or when we notify you, whichever occurs first; and
- You are bound by the complete set of User Terms found below, including the OnStar Privacy Statement, the Software Update Terms and, for any AT&T Services that you use, the AT&T Terms.

### User Terms – OnStar Services

- **1. Agreement to Terms.** When You accept the User Terms during our sign-up process or when you access or use the Services, you are indicating that you have read, understand, and

agree to be bound by these User Terms and the other terms, policies, guidelines, and processes they refer to (collectively, the "**Agreement**") which include:

- These User Terms
- The Privacy Statement (as referred to in Section 26),
- the AT&T Terms (if you purchase services from AT&T),
- The Software Update Terms;
- Any pricing and payment terms (referred to in Section 4); and
- Other terms, guidelines, policies, or procedures that we post on the Website or communicate through your Connected Device.

If you do not agree with any of these terms, then you should decline these User Terms during our sign-up process or other methods we make available to you. You are not permitted to access or use any of the *Services if you do not accept the Agreement*.

- **2. Safety.** You must obey all laws, traffic rules, and traffic regulations governing the operation of your vehicle and use of your Connected Device(s), and you will not access and/or use any Service or Connected Device in a manner that violates any law, rule, or regulation. Without limiting the foregoing, it is your sole responsibility to exercise discretion and observe all safety measures required by law, traffic rules, and traffic regulations while accessing and/or using the Services and Connected Devices. Access to and/or use of the Services and Connected Devices are at your sole risk and your sole responsibility and the Services and Connected Devices should be accessed and/or used only when you can safely operate them.
- **3. Some Definitions.**
  - "**AAA**" is defined in Section 28.9;
  - "**Agreement**" is defined in Section 1;
  - "**AT&T**" means AT&T Mobility Canada Company;
  - "**AT&T Services**" are defined in Section 4;
  - "**AT&T Terms**" are defined in Section 4;
  - "**Claim** " is defined in Section 28.9;
  - "**Connected Device**" means a device compatible with OnStar and its related systems and capable of receiving software updates or upgrades that is either installed in your vehicle by us or our affiliates or authorized by us for use with your vehicle;

- **"Feedback"** is defined in Section 25;
  - **"Fleet"** means a group of vehicles that are maintained, owned or leased by a third-party business or other entity and not by an individual or family. For example, a rental car provided to You by a rental car company or a vehicle made available to You by an employer that maintains multiple vehicles for employee use is often part of a Fleet;
  - **"Fleet Company"** is the company that owns, leases, or manages a Fleet;
  - **"GPS"** is defined in Section 15.1;
  - **"OnStar Persons"** is defined in Section 19;
  - **"PDF"** is defined in Section 28.4;
  - **"Permitted User"** is defined in Section 17;
  - **"Services"** means the OnStar services that we make available to you from time to time, as further described in Section 4 and on the Website;
  - **"Software"** is defined in Section 17;
  - **"Systems"** is defined in Section 17;
  - **"Third Party Services"** means services made available to you by a third party;
  - **"Trademarks"** is defined in Section 23;
  - **"Website"** means the OnStar website with the landing page located at [www.onstar.ca](http://www.onstar.ca);
  - **"Wireless Service Providers"** means third parties that make wireless services available to You in connection with the Services, such as AT&T; and
  - **"You"** means each person accessing or using the Services.
- **4. Service Details.** Our Website describes the available Services, including instructions for Service setup and operation, and any further terms, privacy statements, pricing, conditions, and limitations of the Services. You may cancel these Services at any time, as described in Section 6 below. Here are some highlights of Services that may be available to You:
    - **Subscription:** Services may be offered to You for a fee, such as the OnStar Directions and Connections Service, a paid Wi-Fi data plan, or a Service that requires a subscription payment. The price, applicable taxes, and payment terms will be disclosed to you before you purchase these services, and such payment terms are part of the Agreement;

- **Basic Plan and Trial Period:** Services may be available to You at no additional charge for a specific or defined time period, such as OnStar Basic Plan Services, or OnStar trial services (e.g., a data plan trial or OnStar safety and security services trial plans). Following that defined period of time (e.g., the five years of Basic Plan services) those Services will end unless we mutually agree to extend them;
- **Vehicle Health Monitor:** Services may be available for your vehicle that collect data from your vehicle systems and provide You or your dealer with diagnostic and prognostic notifications, such as OnStar vehicle diagnostic services or vehicle health maintenance services that we may assist your vehicle manufacturer in delivering to You. For example, we may email you or deliver you text messages if you prefer, to provide diagnostic or maintenance information about your vehicle, or we may contact the dealer who sold you your vehicle, or another dealer you designate, so they can work with you to schedule maintenance appointments for your vehicle. These Services do not report all conditions that may affect the operation of your vehicle. For example, conditions occurring while your vehicle is off or conditions that develop rapidly may not be reported using these Services.
- **Data Plan:** You may be offered data plans or other services by AT&T or other Wireless Service Providers that can be used with the Connected Device in your vehicle. If You are offered a data plan or other services from AT&T (the "**AT&T Services**"), then in addition to the terms of this Agreement, the following terms and privacy policy will apply to your use of the AT&T Services (the "**AT&T Terms**"): [www.att.com/CANTermsandconditions](http://www.att.com/CANTermsandconditions). The AT&T Terms apply solely to the AT&T Services, and not to any other of the Services. In the event of a conflict between the AT&T Terms and the terms of this paragraph, the preceding sentence will govern.
- **5. Payment.** If You have a credit or debit card account or similar payment account on file with us, we'll automatically charge it monthly if You have not otherwise pre-paid for Services You have requested. 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. Applicable fees for the Services, if any, must be paid 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 or terminate your service as allowed in this Agreement, or You choose another payment period or payment method offered by us. The price of your Services 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 trial period for some of the Services, or we may otherwise offer you a trial period for some of the Services. The provision of the Services during the trial period are subject to this Agreement, even if provided at no additional charge. At the end of the trial period, those Services will stop automatically without further notice, unless You have agreed to continue the Services and have arranged for payment as set out above, and such payments will begin immediately upon expiry of the trial period.

- 6. Your Right to Cancel the Services at any Time.** This Agreement applies from the date of your acceptance until the Services are cancelled or terminated by You or us as permitted in this Agreement. You may cancel the Services at any time. To cancel the Services, you may call us at 1-888-4-OnStar or you may press the blue OnStar button in your vehicle and inform the advisor that You want to cancel the Service. You must also contact us in this manner if you wish to sell, dispose of or otherwise transfer possession of your vehicle. We will refund any unused whole months and remaining days of Services that You have paid in advance unless (a) the payment was included in the purchase or lease price of your vehicle or (b) the terms of the applicable Services (or the applicable Third Party Services) dictate otherwise. You won't be entitled to any other refunds for the Services. If You cancel the Services and later wish to reactivate the Services, You may be required to pay reactivation fees. You can also call us or press the blue OnStar button in your vehicle at any time to get instructions on how to disable the OnStar systems in your vehicle.
- 7. Our Right to Terminate the Services.** The following does not limit Sections 11 and 11.3 of the Quebec Consumer Protection Act, if such sections are otherwise applicable. To the extent permitted by law and unless prohibited by law, we reserve the right to terminate your participation in or access to the Services and this Agreement if, in our sole judgment, You have violated this Agreement. For example, we may terminate this Agreement immediately if: (i) You breach any obligation of this Agreement; (ii) any person or party acting by, through, for, or in concert with You takes any action inconsistent with this Agreement; (iii) You engage in, encourage, or participate in any unlawful, deceitful or fraudulent conduct in any way relating to this Agreement or any of the Services; or (iv) You do not agree with modifications to this Agreement as we may make available to You.
- 8. Additional Termination Rights; Effect of Termination.** In addition to other termination rights provided in this Agreement, we may terminate this Agreement at any time upon thirty (30) days prior written notice to you. We are not liable to You for termination or expiration of this Agreement or the discontinuance of any or all of the Services, unless otherwise expressly provided in this Agreement. Upon termination or expiration of this Agreement, You must stop using the Services and your license to the Software is automatically and immediately terminated. All provisions of this Agreement which by their nature survive termination or expiration, shall survive termination or expiration of this Agreement.
- 9. Duty to Notify OnStar Upon Sale or Transfer of Vehicle. You must notify us if you plan to sell, dispose of or otherwise transfer possession of your vehicle. This is important to help protect your account and your information, and to avoid being charged for Services after your sale or transfer. To notify us, you may call us at 1-888-4-OnStar or press the blue OnStar button in your vehicle and inform the advisor of your plans.**
- 10. Fleet Vehicles.** This Agreement also applies to You if You are the owner, manager, or user of a Fleet that uses any of the Services. When You use the Services or drive a Fleet vehicle with active Services, You agree to be bound by this Agreement even if You did not buy or lease the vehicle or order the Services. If You own a Fleet vehicle, then additional terms and conditions may apply to the Services provided to your Fleet. If those additional terms and conditions conflict with these User Terms, then the additional terms and conditions for fleet services will govern. If You drive a Fleet vehicle, the Fleet Company may permit You to order additional

Services that are not part of the Services provided to the Fleet Company, and You may also have the opportunity to purchase Services for your own personal use. Those Services are also subject to this Agreement. Your Fleet Company may also limit the types of Services that are available to You. The Services provided to a Fleet may be governed by additional terms and conditions and different privacy statements than those applicable to non-Fleet vehicles. Specifically, the Fleet Company may have requested additional data collection or handling practices that differ from those associated with certain Services. You should consult with the Fleet Company if You have questions about any requirements, limitations, or data practices that may apply to your use of the Fleet vehicle or Services associated with a Fleet vehicle.

- **11. Modification to Agreement.** OnStar may modify this Agreement, by adding, deleting or changing any term, by providing notice to you at least 30 days in advance of the change, or by asking you to read and expressly click to accept a new version of this Agreement. Your continued access to and/or use of any of the Services after expiry of the notice period, or your acceptance click, will be deemed your acceptance of such modifications to the Agreement. If you do not agree with any modification, then you may terminate the Services as set out in Section 6 above. If someone other than you is using your vehicle or the OnStar system that time, you agree that such person is authorized to agree on your behalf.
- **12. Eligibility.** You represent and warrant that You (a) have reached the age of majority in your jurisdiction of residence and have full legal capacity to enter into binding contracts. If You do not satisfy these eligibility requirements, then You should decline this Agreement using the mechanism we make available to You. You are not permitted to use any of the Services until such time as You satisfy these eligibility requirements and agree to all of the terms of the Agreement.
- **13. Children.** The Services do not target, through advertising, appearance, links to other sites or otherwise, children under the age of 13. If You are under the age of 13 or are a parent or guardian of a child under the age of 13, please be aware that we do not knowingly collect any information from, children under the age of 13. If you are the parent or legal guardian of a minor who is using any Services, you are responsible for their use and ensuring their compliance with the terms of this Agreement.
- **14. Registration and Account.** You may be required to create an account to use some of the Services. If You create an account, You must:
  - provide accurate and complete information;
  - be solely responsible for your account activity;
  - keep your account and password secure and not disclose them to anyone; and
  - notify us immediately of any breach of security or unauthorized use of your account using our contact information provided in the "Questions" section at the end of these User Terms.

Use of the Services is solely for your personal use, unless expressly authorized by us. OnStar will not be liable for any losses resulting from unauthorized access to or use of the Services or your account. However, You may be liable to OnStar or other parties due to such unauthorized access and/or use.

- **15. Service Limitations.**
  - **15.1** The Services are only available in the continental United States, Alaska, Hawaii, and Canada. The Services rely on 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 You are driving in may affect the Services that we can provide to You, including to routing services.
  - **15.2** The Services only work in places where we have retained a Wireless Service Provider for Service in that area and only if the Wireless Service Provider has technical compatibility with the Connected Device, coverage, network capacity, and reception when and where the Service is needed. Services that use location information about your vehicle only work if GPS satellite signals are unobstructed, available in that place and compatible with your vehicle systems.
  - **15.3** YOUR VEHICLE MUST HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE SERVICES TO OPERATE.
  - **15.4** The Services may not work if:
    - equipment on your vehicle isn't properly installed;
    - You haven't maintained the equipment or your vehicle in good working order;
    - You do not comply with all applicable laws;
    - 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);
    - your vehicle is not compatible with the Services or the wireless service and technology provided by our Wireless Service Providers. This wireless service and technology is subject to change; or
    - other problems arise that we can't control that interfere with the delivery or quality of the Services, such as 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 jamming.
  - **15.5** We and the Wireless Service Providers are not responsible for any delay or failure in performance that (a) may have been prevented by You taking reasonable precautions or (b) is caused by acts of nature, or forces or causes beyond our reasonable control (for example: public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labour shortages or difficulties - regardless of cause - or equipment failures including Internet, computer, telecommunication or other equipment failures).
  - **15.6** The routing data we provide is based on the most current map information available to us, but the information may be inaccurate or incomplete. For example, the route data may not include information about one-way roads, turn restrictions, construction projects,

seasonal roads or new roads. The suggested route may use a road that is closed for construction or a turn that is prohibited by signs at the intersection. Suggested routes also do not consider whether the areas traveled are residential, commercial, or mixed and do not factor in the availability of public or private goods and services.

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.

- **15.7** We recommend that You carefully read the applicable terms and policies (including these User Terms, Software Update Terms and our Privacy Statement) before using the Services. If You use Third Party Services, You acknowledge that the applicable terms of service made available by that third party is a binding agreement solely between You and that third party, and not between You and us, and that we are acting solely as an intermediary between You and that third party. Similarly, we are not responsible for the collection, use or disclosure of your personal information by that third party, so you should ensure that you read and understand their privacy policy.
- **15.8** We are not obligated to provide any maintenance or support for the Services, technical or otherwise. If we provide any maintenance or support for the Services, we may stop any such maintenance, support, and/or services at any time.
- **16. Other Users.** This Agreement applies to all users of your Connected Device. You are responsible and liable for all activities of users of your Connected Device, including, all access to or use of the Services. Without limiting the foregoing, it is your responsibility to:
  - inform other users of your Connected Device that their access to and use of the Services is subject to this Agreement;
  - inform other users of the privacy statements that apply to the use of Services, and
  - ensure that other users of your Connected Device comply with the applicable terms of this Agreement.
- **17. Software Updates; Suspension or Removal of the Services.** You consent to OnStar and your vehicle manufacturer accessing the systems associated with your Connected Device and your vehicle (the "**Systems**") for the following purposes:
  - Software Updates. Your Systems involve software that OnStar or your vehicle manufacturer makes available to You ("**Software**"). The Software is licensed, not sold to You, and may need to be updated or changed from time to time. You agree that either OnStar or your vehicle manufacturer may remotely deliver Software updates or changes to your vehicle without any further notice or consent. For example, these updates or changes may enhance safety or security, or may maintain the proper operation of your vehicle. These Software updates or changes may affect or erase data that You have stored in your vehicle (such as OnStar hands free calling name tags, saved navigation destinations, or pre-set radio stations). We are not responsible for any affected or erased data due to a Software update or change. Our Wireless Service Providers, such as AT&T, will not deliver software updates to your vehicle. In the event of a conflict between the AT&T Terms relating to software updates and the terms of this paragraph, the terms of this paragraph will govern;



- Suspension. We may be required from time to time to suspend or limit your access to or use of the Services without further notice to You and without liability to You, to address system issues, issues with your account, or other issues that may impact the performance, enjoyment, or security of the Services;
  - Removal. Unless otherwise provided in this Agreement we may remove or discontinue the Services or your account without further notice to You, and without liability to You. This may occur as a result of our efforts to refine the Services to address performance degradation, or to address changes in technology, customer interests, regulatory requirements, or business needs;
  - Notice and Consent. If we provide further notice or request further consent to a Software update or change, the notice or consent may be received or provided by any permitted user of the vehicle or the Services or Systems (a "**Permitted User**") on behalf of You, the vehicle owner, himself or herself, and all other Permitted Users. The user receiving or providing that notice or consent is responsible for notifying all other Permitted Users of the notice and of his or her consent; and
  - This Agreement will govern any updates or other changes we make to the Services, Systems, or Software for all Permitted Users.
- **18. Your Additional Representations and Obligations.** You agree that:
    - You have the right and authority to enter into this Agreement on your own behalf;
    - You will only use your account and the Services with your Connected Device or as otherwise authorized by us;
    - You will provide us with true and accurate information and will keep that information up to date;
    - You will monitor your use of the Services and fully comply with the requirements of this Agreement;
    - You will be responsible for all of your costs and expenses, including taxes, losses, and liabilities, incurred in connection with your use of the Services and any activities that You undertake in connection with the Services or with this Agreement in any way;
    - Your agreement to and compliance with this Agreement does not violate any of your existing obligations;
    - You will access the Services only through your established account;
    - You will not attempt to breach any security measures of the Services;
    - You will not copy, reproduce, distribute, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with any security

technology, convert to any use not authorized by us or claim ownership in the Services or our or any other party's information or materials associated with the Services;

- You will not use the Services for any unlawful purpose, to harass any person, or for any purpose not allowed by us;
  - You will not remove, modify, or obscure any copyright notices, trademarks, or other proprietary rights notices on or contained in or on any portion of the Services or any information or materials on or obtained from the Services;
  - You will comply worldwide with all local, state, provincial, federal, and national laws, statutes, ordinances, by-laws, and regulations that apply to your use of the Services; and
  - You have no property right in any number assigned to your Connected Device and You understand that any such number can be changed from time to time.
- **19. Indemnity.** In consideration of OnStar's provision of the Services to You and the rights granted to You, to the maximum extent allowable by law and unless prohibited by law, You agree to indemnify OnStar, its parent, subsidiaries, affiliates, licensors, Wireless Service Providers, and contractors as well as their respective employees, officers, directors, and agents (collectively "**OnStar Persons**") from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands, and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from, any third party claim or demand made to or against any OnStar Person(s): (i) arising out of your access to and/or use of the Services; (ii) arising out of your failure to comply with this Agreement; (iii) relating to the inaccuracy or untruthfulness of any representation or warranty that You made under this Agreement; (v) arising out of any activities of anyone other than You in connection with the Services conducted through your account; (vi) arising out of access to and/or use of, or inability to access or use, any of the Services through your Connected Device; or (vi) arising out of any of your other activities under or in connection with this Agreement or the Services.
  - **20. Unauthorized Use or Modification of the Services.** You are not granted the right to and You shall not engage in any of the following activities:
    - transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs, spiders, web-bots, screen-scrapers, or web crawlers or other items of a destructive or disruptive nature;
    - exploit the Services or Software in any unauthorized way, including by trespass or burdening server or network capacity or infrastructure;

- modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Services or Software or remove, alter, circumvent, or otherwise tamper with any security technology;
- "frame," "mirror," or resell any part of the Services or Software without OnStar's prior written authorization; or
- harvest or collect information about users.

ANY ATTEMPT BY ANY USER OR ANY OTHER INDIVIDUAL OR ENTITY TO DELIBERATELY DAMAGE THE SERVICES OR SOFTWARE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SERVICES OR SOFTWARE IS A VIOLATION OF THIS AGREEMENT. ONSTAR RESERVES THE RIGHT TO INVESTIGATE ANY SUSPICIOUS ACTIVITY AND TO TAKE ALL SUCH ACTIONS AGAINST AND OBTAIN SUCH REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. ONSTAR RESERVES THE RIGHT TO DISCLOSE ANY INFORMATION ABOUT YOU, INCLUDING YOUR ACCOUNT AND ACCESS TO AND USE OF YOUR ACCOUNT, TO LAW ENFORCEMENT AS NECESSARY TO ENFORCE THIS AGREEMENT.

- **21. Intellectual Property.** The Services and Software are protected by United States and international copyright laws and may be subject to other intellectual property protections, including patent and trademark rights. You may not copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use (except as expressly set out herein) or claim any right in any aspect of the Services or Software, including the content, text, images, audio, and video without OnStar's express, prior written permission.
- **22. Copyright Infringement Notification.** If You believe any content or any other aspect of the Services or Software infringe your copyright, You should send written notice of copyright infringement to our designated copyright agent at the address given below. Your notice must meet the requirements of the Digital Millennium Copyright Act (as required under 17 U.S.C. §512) by providing the following information:
  - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  - Identification of the copyrighted work claimed to have been infringed.
  - Identification of the material on the Services or Software that is claimed to be infringing, with information reasonably sufficient to allow us to locate the material.
  - Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted.

- A statement that the complaining party has a good faith belief that use of the material in the matter complained of is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notification should be sent to:

Copyright Agent,  
General Motors Holdings LLC  
400 Renaissance Center  
Detroit, MI 48265  
MC : 482-D24-B48  
Phone: 313-667-3544  
E-mail: [Copyright@gm.com](mailto:Copyright@gm.com)

- **23. Trademarks.** Any trademarks, logos, and service marks (collectively "**Trademarks**") displayed in connection with the Services are the registered and/or unregistered trademarks of OnStar or other third parties. Nothing contained in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use or display any Trademark or any variation thereof without the written permission of OnStar or the other owner thereof. Your use of OnStar's Trademarks is strictly prohibited.
- **24. Export Compliance.** You will comply worldwide with all laws and regulations applicable to the Services. You may not use, export, re-export, import, sell or transfer any aspect of the Services except as authorized by applicable law and regulations. You also agree that You will not use the Services for any purposes prohibited by applicable law, including without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
- **25. Information and Feedback.** Consistent with these User Terms, You may need to provide us information to deliver the Services. We also want your feedback regarding the Services. Any information and materials that You submit in connection with this Agreement ("**Feedback**") is, other than personally identifiable information subject to the OnStar Privacy Statement, not considered confidential by OnStar and OnStar has no obligation to keep the information or materials confidential or to return or destroy any Feedback. Your Feedback is submitted voluntarily and without restriction, and OnStar is free to use, reproduce, modify, distribute, display, perform, broadcast, sublicense and disclose any Feedback in any manner, in any form or medium, whether now known or hereafter developed, without any obligation, express or implied, to You, without any notification, payment or attribution to You. You waive any author's or moral rights you have in and to the Feedback. OnStar has the right but not the obligation to monitor any Feedback that You submit.
- **26. Data Collection / Privacy.** OnStar collects, uses, and shares information from and about You and your vehicle. The OnStar Privacy Statement describes what OnStar does with that information. You consent to the collection, use, and sharing of information

described in the Privacy Statement and in any revisions to the Privacy Statement.

If You sell, dispose of or otherwise transfer possession of your vehicle or your Connected Device You are solely responsible for deleting information about You contained in the vehicle or Connected Device, or in your related account.

- **27. NO WARRANTY BY ONSTAR OR WIRELESS SERVICE PROVIDERS.** The following paragraphs 27.1 – 27.7 do not limit Section 10 of the Québec Consumer Protection Act, if such section is otherwise applicable.
  - **27.1 ONSTAR AND THE WIRELESS SERVICE PROVIDERS MAKE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES IN RESPECT OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN. TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, ONSTAR, ON BEHALF OF ITSELF AND ALL PERSONS AND PARTIES ACTING BY, THROUGH OR FOR ONSTAR AND THE WIRELESS SERVICE PROVIDERS, EXPLICITLY DISCLAIM ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR COLLATERAL, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE SERVICES.**
  - **27.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, ONSTAR DOES NOT WARRANT THE OPERATION, PERFORMANCE, OR AVAILABILITY OF THE SERVICES, OR ANY OF ONSTAR'S PERFORMANCE OR PROCEDURES IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ONSTAR DOES NOT WARRANT THAT THE SERVICES WILL CONTINUE IN EXISTENCE FOR ANY PERIOD OF TIME AND DOES NOT WARRANT THAT FUTURE OPERATION OF THE SERVICES WILL BE COMPATIBLE WITH CURRENT OPERATION OR APPLICATIONS.**
  - **27.3 TO THE EXTENT PERMITTED BY APPLICABLE LAW, ONSTAR DOES NOT WARRANT OR MAKE ANY CONDITIONS OR REPRESENTATIONS REGARDING THE SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY DATA OR MATERIAL OF ANY KIND CONTAINED WITHIN THE SERVICES FOR ANY PURPOSE. ONSTAR AND THE WIRELESS SERVICE PROVIDERS MAKE NO REPRESENTATIONS THAT THE SERVICES WILL BE FREE FROM LOSS, INTERRUPTION, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND ONSTAR AND THE WIRELESS SERVICE PROVIDERS DISCLAIM ANY LIABILITY RELATING THERETO. ONSTAR AND THE WIRELESS SERVICE PROVIDERS DO NOT PROVIDE ANY WARRANTY AS TO THE AVAILABILITY OF THE SERVICES OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.**
  - **27.4 TO THE EXTENT PERMITTED BY APPLICABLE LAW, ONSTAR AND THE WIRELESS SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR**

ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS OR FAILURES IN THE TRANSMISSION OF DATA, ANY COMPUTER VIRUS, ACTS OR OMISSIONS OF THIRD PARTIES THAT DAMAGE THE NETWORK OR IMPAIR WIRELESS SERVICE, DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911, OR ANY OTHER EMERGENCY SERVICE, OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

- **27.5** ONSTAR DOES NOT WARRANT THAT THE SERVICES WILL OPERATE PROPERLY ON YOUR EQUIPMENT AND YOU AND ONLY YOU WILL BE RESPONSIBLE FOR ALL REPAIRS TO YOUR EQUIPMENT AND ANY OTHER LOSSES ACTUALLY OR ALLEGEDLY CAUSED BY THE SERVICES.
- **27.6** SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTIONS' LAW IS APPLICABLE TO THIS AGREEMENT, IN WHICH CASE ONSTAR'S WARRANTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.
- **27.7 LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, (A) YOU, ONSTAR AND THE WIRELESS SERVICE PROVIDERS WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS OR SAVINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, (B) ONSTAR AND THE WIRELESS SERVICE PROVIDERS WILL NOT BE LIABLE IN ANY WAY ANY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES FOR (i) ANY ACTION OR INACTION OF THIRD PARTIES, (ii) ANY EVENTS BEYOND THE REASONABLE CONTROL OF ONSTAR OR THE WIRELESS SERVICE PROVIDERS, (iii) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, (iv) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, UPDATES OR CHANGES TO SYSTEMS, SOFTWARE, OR OTHER EQUIPMENT PROVIDED BY ONSTAR OR THE WIRELESS SERVICE PROVIDERS, (v) ANY CHANGE OR REDUCTION IN, OR ANY LOSS OF SERVICES CAUSED BY CHANGES IN SYSTEMS, SERVICES, OR INFRASTRUCTURE (SUCH AS THE WIRELESS SERVICE OR TECHNOLOGY INFRASTRUCTURE) THAT ARE MADE AVAILABLE BY THIRD PARTIES AND (C) ONSTAR WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH ANY THIRD PARTY SERVICES . TO THE EXTENT THAT ONSTAR OR ANY WIRELESS SERVICE PROVIDER ARE FOUND LIABLE FOR ANY DAMAGES, LOSSES, LIABILITIES OR EXPENSES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, AND TO THE EXTENT

ALLOWED BY LAW AND UNLESS PROHIBITED BY LAW, YOU AGREE THAT ONSTAR'S AND THE WIRELESS SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY SHALL BE NO GREATER THAN \$100.00. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF ONSTAR AND THE WIRELESS SERVICE PROVIDERS KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT OR BREACH OF CONTRACT. THESE LIMITATIONS SURVIVE ANY TERMINATION OR EXPIRATION OF THE AGREEMENT, AND APPLY TO ANYONE USING THE SERVICES OR MAKING A CLAIM ON YOUR BEHALF.

- **28. General.**

- **28.1 Assignment.** You cannot assign this Agreement (or any portion thereof) without OnStar's written consent and any attempted assignment without OnStar's written consent is null and void. OnStar may assign this Agreement with or without notice to You.
- **28.2 Relationship.** Nothing contained in this Agreement will be construed to make either You or OnStar partners, joint venturers, principals, agents, or employees of the other. Neither party has any right, power or authority, express or implied, to bind the other.
- **28.3 Not Insurance.** We are not an insurance company. You are responsible for your vehicle insurance. The Services do not provide your vehicle insurance and are not an insurance product. The Services are provided as a convenience. The payments You make for any of the Services are not related to the value of your vehicle or any property in it, or the cost of any injury to or damages incurred by You. You should obtain and maintain appropriate insurance for your vehicle and for any related risks.
- **28.4 Notices.** All notices, requests, consents, approvals, and other communications required or permitted by You under this Agreement must be in writing and shall be deemed given when delivered in hand or five business days after being mailed using a reliable national mail service, registered or certified mail, postage prepaid, and addressed to the customer service vehicle brand contact information in the "Questions" section at the end of these User Terms. OnStar may change its address for notification purposes on giving notice to You. We may issue notices via various channels, including by posting messages on the Website, sending You e-mail, contacting You via our advisors, or using suitable systems available in your vehicle or your Connected Device. You consent to receive such notices and agree that any such notices that OnStar sends to You shall be legally effective. You agree that any notices sent by e-mail satisfy any requirement that the notices be provided in writing. If You do not agree, do not accept this Agreement. You may have the right to withdraw your consent to receiving certain electronic communications, and, when required by law, we will provide You with paper copies of all documents and records upon request. You may do so by contacting us at the phone number or email address provided under the "Questions" section at the end of these User Terms. If You withdraw your consent, we reserve the right to terminate this Agreement. If you withdraw your consent to receiving certain electronic communications, such as marketing communications, that does not impact our ability to send you other types of electronic communication that you have not opted out of receiving, or that we are required or permitted by law to send to you. To receive or access the notices we send via e-mail, You must have Internet access and a computer or device with a compatible web

browser. You will also need software capable of viewing files in Portable Document format ("**PDF**"). To retain the notices we send You, your device or computer must have the ability to download and store electronic communications, including PDF files. By accepting these terms, You verify that You are able to receive, access, and retain the notices we may send. You may change your e-mail address for notification purposes at any time by contacting us at the phone number or email address provided under the "Questions" section at the end of these User Terms.

- **28.5 Severability.** If any term or provision of this Agreement, or of any document incorporated herein by reference, is held by a court of competent jurisdiction to be contrary to law, then that term shall be severed from this Agreement, and the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the extent permitted by law and unless prohibited by law.
- **28.6 Waiver.** No term or condition of this Agreement is waived and no breach is excused unless that waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- **28.7 References, Headings; Examples.** In this Agreement, the article and section headings are for convenience of reference only and will not be considered in the interpretation of this Agreement. Examples given in this Agreement, which may be preceded by "including," "for example," "such as," or similar language, are solely intended to be illustrative and are not limitative.
- **28.8 Governing Law.** This Agreement and any disputes arising out of or relating to it will be governed by the laws of the province or territory in which it is entered into by you
- **28.9 Disputes; Class Action Waiver; Final and Binding Individual Arbitration; Jury Trial Waiver.** The following paragraphs do not limit Sections 11.1 and 19 of the Québec Consumer Protection Act, if such sections are otherwise applicable.
  - (A) Our customer service department is available to address any concerns You may have regarding the Services. You may call us at: 1-888-4-OnStar, email us at [TTY@onstar.com](mailto:TTY@onstar.com) or send us regular mail at the addresses listed at the end of this Agreement. Most matters are quickly resolved in this manner to our customer's satisfaction.
  - (B) THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR REPRESENTATIVE ACTION OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.
  - (C) THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO HAVE A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF, RELATING TO OR IN RESPECT OF THIS AGREEMENT WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ANY PARTY MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING AND VOLUNTARY AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM IN RESPECT OF THIS



AGREEMENT MUST BE TRIED BY A JUDGE OR JUDGES SITTING WITHOUT A JURY.

- (D) THE PARTIES EXPRESSLY WAIVE THE RIGHT TO SUE IN COURT. ANY MATTER WE ARE UNABLE TO RESOLVE AND ALL DISPUTES OR CLAIMS ARISING OUT OF, RELATING TO OR IN RESPECT OF THIS AGREEMENT, INCLUDING ITS FORMATION, ENFORCEABILITY, PERFORMANCE, OR BREACH (EACH, A "**CLAIM**"), WITH THE EXCEPTION OF THE MATTERS DESCRIBED IN SECTION 28.9(F) BELOW, SHALL BE FINALLY SETTLED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "**AAA**") IN ACCORDANCE WITH THE PROVISIONS OF ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CUSTOMER-RELATED DISPUTES, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS OR REPRESENTATIVE ACTIONS. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, PROVINCIAL, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL CLAIMS. THE SEAT OF THE ARBITRATION SHALL BE THE PROVINCE WHOSE LAWS GOVERN THIS AGREEMENT (AS SET OUT IN SECTION 28.8). THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. THE PARTIES FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT. ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. THE PARTIES WAIVE THEIR RIGHT TO SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THE PRECEDING SENTENCE OR IN SECTION 28.9(B) IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS OR REPRESENTATIVE BASIS, THEN THE ARBITRATION PROVISION SET FORTH IN THIS SECTION 28.9 SHALL BE NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE CLAIMS.
- (E) THE RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR BY CALLING THE AAA AT +1-800-778-7879. TO THE EXTENT THE INITIAL FILING FEE FOR THE ARBITRATION EXCEEDS THE INITIAL FILING FEE FOR A LAWSUIT, WE WILL PAY THE DIFFERENCE IN FEES.

- (F) SECTION 28.9(A) DOES NOT APPLY TO ANY CLAIM (I) IN WHICH A PARTY IS ATTEMPTING TO PROTECT ITS INTELLECTUAL PROPERTY RIGHTS (SUCH AS ITS PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR MORAL RIGHTS, BUT NOT INCLUDING ITS PRIVACY OR PUBLICITY RIGHTS), OR (II) THAT MAY BE BROUGHT IN A SMALL CLAIMS COURT.
- (G) If this Section 28.9 is held to be invalid or unenforceable, then for any Claims the parties consent to personal jurisdiction and exclusive venue in the capital city of the province whose laws govern this Agreement (as set out in Section 28.8), other than in Alberta the venue shall be Calgary and in British Columbia the venue shall be Vancouver.
- **28.10 Limitations on Claims.** The following paragraphs do not limit Section 11.1 of the Québec Consumer Protection Act, if such sections are otherwise applicable. You agree that You must file any arbitration request, claim, or cause of action arising out of or related to access to and/or use of the Services or otherwise relating to this Agreement within one (1) year after the events giving rise to such request, claim, or cause of action, or You shall be forever barred from filing such request, claim or cause of action. This Agreement shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- **28.11 Language.** The parties hereto confirm that it is their wish that this Agreement, and all documents relating hereto, including all notices, have been and shall be drawn up in the English language only. *Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.*
- **28.12 Entire Agreement.** This Agreement, including the additional terms and policies that are referenced in this Agreement, are the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter. You cannot change this Agreement unless OnStar agrees in writing to the change. Unless otherwise provided in this Agreement, for any conflict between these User Terms and other terms, policies or other materials that are referenced herein, these User Terms will govern.
- **28.13 Questions.** The Services are provided by OnStar. If You have any questions, comments or complaints regarding this Agreement or the Services, feel free to contact your vehicle brand customer service contact:

Phone: 1.888.4.ONSTAR (1.888.466.7827)  
 TTY users only: 1.877.248.2080  
 (Hearing/Speech Impaired)

Mail: OnStar Subscriber Services  
 PO Box 1027  
 Warren, MI 48090-1027

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## ONSTAR PRIVACY STATEMENT- HIGHLIGHTS

**Effective June 1, 2014**

General Motors of General Motors of Canada Limited, ("OnStar" or "we") wants you to know how it collects, uses, and shares Account Information, Vehicle-Related Information, and Driving Information (as described below and defined in the full Privacy Statement). Below is a short description of our practices relating to the collection, use and sharing of this information. You can read the full Privacy Statement below for more detailed information.

- **People Covered by This Privacy Statement; Related and Other Privacy Statements**

This Privacy Statement applies to you, vehicle occupants, and others who use your vehicle, the OnStar services (described in the OnStar User Terms and at [www.onstar.ca](http://www.onstar.ca)) or our website(s). Other privacy statements may also apply to additional services that you request or sign up for, or when you use or download OnStar Apps, such as our RemoteLink App. Those privacy statements should be read together with this one. Other third party services or applications, like your wireless data plan, may also have their own privacy statements. Those statements have separate terms and should be read independently of this Privacy Statement.

- **Information Collected by OnStar**

OnStar collects the following types of information about you and your vehicle:

- **Account Information**, like your contact and billing information and information about how you use certain OnStar services and our website(s);
- **Vehicle-Related Information**, like diagnostic information, odometer, oil life remaining, tire pressure, and information about collisions involving your vehicle; and
- **Driving Information**, like location, GPS speed, safety belt usage, and other similar information about how the vehicle is used.

We collect this information from a variety of sources, like you, your vehicle (when the OnStar system is active), our website(s), and third parties.

- **OnStar's Use of the Information**

OnStar uses this information to, for example:

- provide certain services to you;
- fix, maintain, enhance and/or modify the OnStar system or services;
- to analyze the software on your vehicle and to remotely update the software;
- to communicate with you; and
- to provide you with offers that might interest you.

We may use information for any purpose or share it with any third party if we anonymize it so that it no longer reasonably identifies you or your vehicle.

- **Sharing of Information – Driving Information (location, GPS speed, safety belt usage and other similar information about how the vehicle is used)**

We limit who we share your Driving Information with and the purposes for which it can be used. For example, Driving Information may be shared with:

- emergency service providers and law enforcement when you need emergency services or if your vehicle is stolen;
- GM for product safety or security purposes or to help maintain the proper operation of your vehicle;
- our service providers to help us provide or evaluate certain services; and
- any third party to comply with legal requests or to protect the rights and safety of you or others.

- **Sharing of Information – Account Information and Vehicle-Related Information**

We may share your Account Information and Vehicle-Related Information with

- third parties as part of our delivery of the Services; for joint marketing initiatives; and in order to comply with legal requests or to protect the rights and safety of you or others:
- GM to enable it to evaluate or research the safety, quality, usage, and functionality of its vehicles, to contact you, or for marketing purposes;
- your dealer for service, maintenance, or marketing purposes; and
- your fleet or rental company, if the vehicle you drive is part of a fleet or is a rental car.

- **Security; Retention of Information**

Because the security of your information is important to OnStar, we use technical, administrative, and physical safeguards designed to protect your information. We may keep information for as long as we need it for purposes like:


- providing Services to you;
- enabling us or GM to contact you; and
- allowing us or GM to engage in research, evaluation of use, and troubleshooting.

We will anonymize or dispose of the information we collect when we no longer need it.

## THE ONSTAR PRIVACY STATEMENT

**Effective June 1, 2014**

This Privacy Statement applies to Account Information, Vehicle-Related Information and Driving Information (defined below) that we obtain about you, your vehicle, or your use of the vehicle. We collect this information when the OnStar system in your vehicle is active, when you use the OnStar services described in the OnStar User Terms and at [www.onstar.ca](http://www.onstar.ca) (the "Services"), when you use our website(s), when we obtain the information from other companies, or when we obtain the information from any other source that links to, presents, or refers to this Privacy Statement. We may anonymize the information we collect. That means that we alter the information so that it can't reasonably be identified with you or your vehicle. We may use anonymized information for any purpose or share it with any third party for any purpose.

	<b>People Covered by This Privacy Statement; Related and Other Privacy Statements</b>
	This Privacy Statement applies to you and to others who use your vehicle, the Services, or our website(s). Other privacy statements may also apply to additional Services that you request or sign up for, or when you use or download OnStar Apps, such as our RemoteLink App. Those privacy statements should be read together with this one. Other third party services or applications, like your wireless data plan, may also have their own privacy statements. Those statements have separate terms and should be read independently of this Privacy Statement.

When we use words like "you," "your," and "yours," we mean the owner, lessee, or user of an OnStar-equipped vehicle operating and designed for use in Canada. Please note that this Privacy Statement applies any person who uses an OnStar-equipped vehicle, our website(s) or the Services, regardless of whether the person owns, rents, leases, or borrows the vehicle. If you own or lease your vehicle and anyone else uses your vehicle or the Services, or if you sell or otherwise transfer possession of your vehicle to another person, please tell that person that there are OnStar Services active on your vehicle, and that they should read this Privacy Statement.

When we say "OnStar" or "we" or "us" or similar words, we mean General Motors of Canada Limited. We may share or disclose some information with General Motors Company ("GM"), the company that owns us, and its affiliates, including OnStar, LLC.


### **Related Privacy Statements**

Some Services, and OnStar applications and software ("OnStar Apps"), such as the OnStar RemoteLink App, that we may offer now or in the future are governed by separate privacy statements that should be read together with this Privacy Statement. These privacy statements are available at [www.onstar.ca](http://www.onstar.ca).

### **Other Privacy Statements**

Third parties, such as those companies that provide wireless voice, wireless data, and satellite radio services also have their own privacy statements. Those privacy statements are separate from this Privacy Statement and their terms are different. Please also refer to those privacy statements for information about how your information is collected, used, and shared. The AT&T privacy

statement, which governs how AT&T treats information collected when providing wireless data services to you, is available at [www.att.com/CANTermsandconditions](http://www.att.com/CANTermsandconditions).

	<p><b>Information Collected by OnStar</b></p> <p>We collect information from you, from your vehicle (when the OnStar system is active), from our website(s), and from other third parties. We collect the following types of information about or relating to you or your vehicle: <b>Account Information</b>, like your contact and billing information as well as certain website usage information; <b>Vehicle-Related Information</b>, like diagnostic information, odometer, oil life remaining and, tire pressure and, <b>Driving Information</b>, like location, GPS speed, safety belt usage and other similar information about how the vehicle is used.</p>
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### **Information Collected by OnStar**

We collect the following kinds of information from you, from GM or its affiliates, from your dealer, through our website(s), from the active OnStar system in your vehicle, and from other companies as described further below.

- **"Account Information" includes:**
  - Information about you, like your name, address, telephone number, e-mail address, log-in information and PIN, license plate number, and emergency contact information;
  - Your billing information, like your credit card number;
  - Information about the acquisition of your vehicle, like the date of purchase or lease of your vehicle and your selling and preferred dealer;
  - Information about how you use your vehicle's features and systems (including the OnStar system), like whether you have paired a mobile device with your vehicle and your use of the Services, (but does not include Driving Information as described below);
  - Information about the device(s) you use to access our website(s), how you use our website(s), and your online activities over time and across different websites(s) including your IP address, device type, browser version, the pages you view, the searches you make, and your operating system (this information typically does not identify you); and
- **"Vehicle-Related Information" includes:**
  - Information about your vehicle, like the vehicle's identification number ("VIN"), its make, model and year;

- Information about your vehicle's condition, like diagnostic data, odometer readings, oil life remaining, tire pressure, fuel economy;
- Information about when your vehicle is refueled or recharged;
- Information that might indicate that your vehicle has been broken into or stolen, like glass breakage or ignition switch activity, if your vehicle is equipped to detect those things:
- Information about apps that are pre-installed on the OnStar equipment, including the version of those apps;
- Information about the OnStar equipment, including the version of the OnStar software installed on that equipment;
- Information about when your vehicle's ignition is on or off; and
- Information about collisions involving your vehicle, like the direction from which impact happened and which air bags deployed.
- **"Driving Information" includes:**
  - Information like the location of your vehicle, the GPS speed of your vehicle, your safety belt usage, and other similar information about how the vehicle is used.

**How OnStar Collects the Information**

We collect the information described above from you (such as when you use a website, or talk to an OnStar advisor), from your vehicle (usually by remote communication using the OnStar equipment in your vehicle), and from other sources, such as the manufacturer, your dealer and others.

	<p><b>OnStar's Use of the Information</b></p> <p>OnStar uses the Account Information, Vehicle-Related Information, and Driving Information to provide Services to you, to remotely deliver and install updates to the software on your vehicle, to fix, maintain, or improve the OnStar system or Services, to communicate with you, and to provide you with offers that may interest you.</p>
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- **OnStar's Use of the Information**

OnStar may use your Account Information, Vehicle-Related Information, and Driving Information for the following purposes.

  - To provide Services to you, including checking, maintaining, and updating the OnStar system;

- To collect information about vehicle system status, identify if system or software updates are available and to remotely deliver and install the updates;
- To communicate with you about your account or the Services;
- To provide you with offers for products or services that may interest you, including online offers based on your previous online activities and, with your prior additional consent, offers based on the location of your vehicle;
- For troubleshooting, evaluation of use, and research;
- To improve our products and Services;
- To protect the safety of you or others;
- To prevent and detect fraud or misuse of the OnStar service; and
- As required by law.

	<p><b>Sharing of Information – Driving Information (location, GPS speed, safety belt usage and other similar information about how the vehicle is used)</b></p> <p>We limit who we share your Driving Information with and the purposes for which it can be used. For example, Driving Information may be shared with: emergency service providers and law enforcement when you need emergency services or if your vehicle is stolen; with GM for product safety or security purposes, to protect the safety of you or others, or to help maintain the proper operation of your vehicle; with appropriate third parties to comply with legal requests or to protect the rights and safety of you and others; and with our service providers to help us provide or evaluate the Services.</p>
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**Sharing of Information – Driving Information (location, GPS speed, safety belt usage and other similar information about how the vehicle is used)**


We may share your Driving Information with the third parties listed below, for the following purposes:

- Emergency Service Providers, like the police, roadside assistance providers, ambulance providers, or other similar emergency service providers, to give you the emergency services you need;



- Law Enforcement, to provide the OnStar Stolen Vehicle Assistance Services that have been requested by you, like Remote Ignition Block and Stolen Vehicle Slowdown, if your vehicle is equipped with these features;
- GM or its affiliates, for product safety or security purposes, to protect the safety of you or others, or to help maintain the proper operation of your vehicle. For example, we may share this information with GM or its affiliates in determining whether to perform a remote software update or change to the software in your vehicle and to deliver and install the update;
- Other parties with your prior permission, to provide you with the services you have specifically requested or subscribed to, like your insurance provider if you choose to participate in a discount based program based on your Driving Information (e.g., a safe driver program);
- Our service providers, like companies that store or process information on our behalf, that help us provide the Services or operate our business;
- A company that buys or takes over our business, to enable it to provide the Services, or to operate the business; and
- Appropriate third parties, in order to comply with legal obligations, to protect the safety or rights of you or others, or in response to a subpoena, warrant, court order, or other legal request.

We will not otherwise share your Driving Information with unaffiliated third parties unless you provide your prior additional consent.


	<p><b>Sharing of Information – Account Information and Vehicle-Related Information</b></p> <p>We may share your Account Information and Vehicle-Related Information with third parties as part of our delivery of the Services; for joint marketing initiatives; and in order to comply with legal requests or to protect the rights and safety of you and others. We may also share this information with GM or its affiliates to enable it or them to evaluate or research the safety, quality, usage, and functionality of its vehicles, to contact you, or for marketing purposes. We may share information about how you use our website(s) with third parties. We may share information with your dealer for service, maintenance, or marketing purposes. We may also share information with your fleet or rental company.</p>
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**Sharing of Information – Account Information and Vehicle-Related Information**

We may share your Account Information and Vehicle-Related Information with third parties for the purposes outlined below. Your Driving Information is not shared with these third parties unless otherwise stated above.

- Emergency service providers, law enforcement, roadside assistance providers, and other similar third parties, that help us deliver the Services;
- Our service providers, like companies that store or process information on our behalf, that help us deliver advertising to you, that help us provide or evaluate the Services, or that help us operate our business;
- Your dealer, to assist it in servicing your vehicle, for marketing purposes or to provide Dealer Maintenance notifications;
- Satellite radio providers and wireless telecommunications and data service providers, to contact you with information about your satellite, wireless telecommunications or data services, or for marketing purposes;
- Third parties with whom we contract to provide you with joint marketing offers. We will not share your Driving Information or your credit card information with unaffiliated third parties without your prior additional consent;
- Third party advertising companies that may automatically collect or receive information about your online activities over time and across different websites (see the Cookies and Other Tracking Technologies section for more information);
- Your fleet company if the vehicle is a part of a fleet;
- Your rental company if the vehicle is a rental car;
- GM or its affiliates to enable it to evaluate or research the safety, quality, usage and functionality of its vehicles, to contact you, or for its marketing purposes;
- A company that buys or takes over our business, to provide the Services, any other services you have requested, or to operate the business;
- Other parties you ask us to share the information with, like third parties who need the information to provide you with a program or service that you have requested; and
- Appropriate third parties, in order to comply with legal obligations, protect the safety or rights of you or others, or when we receive a subpoena, warrant, court order, or other legal request.

We will only share your credit card information with wireless service providers (e.g. AT&T), credit card processors, or systems providers necessary to process, store or manage credit card information, with a company that buys or takes over our business or with appropriate third parties to comply with legal obligations.

	<p><b>Your Choices; How OnStar Communicates with You; Access to Your Information</b></p> <p>We may offer you certain choices about the information we collect and how we use or share the information. You can access and correct your contact and account information.</p>
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- **Your Choices About the Collection, Use and Sharing of Information**

You have certain choices about the information we collect and how we use or share that information. For example, you may choose not to receive marketing information from us. Some collection and sharing practices are tied to the Services we offer. To stop the collection or sharing of some information, you may have to decline those Services or be willing to accept limited functionality.

To learn about the choices available to you, please contact us at [privacymanager@onstar.com](mailto:privacymanager@onstar.com). See the Cookies and Other Tracking Technologies for your choices regarding the collection of information via cookies.

- **How OnStar Communicates with You**

We may contact you about products or services that may be of interest to you, about your account, your vehicle or the Services (including cancellation of the Services) using postal mail, telephone calls, e-mail, text messages (sometimes called SMS messages), or other electronic messages using any electronic address you have provided to us.

We may communicate using pre-recorded spoken messages through the OnStar system to give you information about the Services, your vehicle, your account, or cancellation of the Services.


You can manage your communication preferences by following the instructions that may be provided in the communication, or by contacting us. See "How to Contact OnStar."

Please Note: We offer you the ability to opt out of receiving certain kinds of communications from us, such as marketing-related messages. Please be aware that opting out of one kind of communication does not affect communications that you have not opted out of receiving, or that we are required or permitted by law to send to you.

- **Access to Your Information**

If you'd like to access or ensure the accuracy of the contact or Account Information that you have provided, please contact us. See "How to Contact OnStar."

To the extent required by applicable law, we provide access to records of service events, like when you request service, when an OnStar advisor calls in to your vehicle, or when we provide crash-related, theft-related, or emergency services.

	<p><b>Security; Retention of Information</b></p> <p>We use technical, administrative, and physical safeguards designed to help protect your information. We and our service providers may process and store information about you or your vehicle in Canada, the United States, or other jurisdictions from which the Services will be provided and where the privacy laws may be different from those in Canada. We may keep information for as long as we need it for purposes like: providing Services to you; to enable us or GM or its affiliates to contact you; for our or GM's, or its affiliates' research, evaluation of use, and troubleshooting purposes.</p>
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- **How OnStar Safeguards Your Information**

We use technical, administrative, and physical safeguards designed to help protect your information from loss, misuse and unauthorized access, disclosure, alteration, destruction or theft.

If we transfer, or otherwise make information that identifies you or your vehicle available to a third-party service provider (other than in an emergency situation), we will contractually require any such service providers maintain similar technical, physical and administrative safeguards designed to protect your information from loss, misuse and unauthorized access, disclosure, alteration, destruction or theft.


- **Where Information is Processed or Stored**

We and our service providers may process and store the information described in this Privacy Statement in Canada, the United States, or other jurisdictions from which the Services will be provided and where the privacy laws may be different from those in Canada. Information may be available to the government or its agencies in the country where the data is processed or stored under a lawful order in that country. You may contact us, as set out below, in order to find out about our practices in this regard.

- **How Long OnStar Keeps Your Information**

We may keep the information we collect until we no longer need the information to provide Services to you, to operate our business, to enable us or GM or its affiliates to communicate with you, for our or GM's or its affiliates' safety, research, evaluation of use, or troubleshooting purposes, or to satisfy our or GM's or its affiliates' legal or contractual obligations.

We will anonymize or dispose of the information we collect when we no longer need it.

	<p><b>Cookies and Other Tracking Technologies</b></p> <p>We use "cookies" and similar tracking technologies to improve your user experience and to operate our website(s), and for marketing. You can refuse cookies by choosing the appropriate settings in your web browser.</p>
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- **Cookies and Other Tracking Technologies**

We use cookies and other methods on our website(s) and in the OnStar system in your vehicle to operate our website(s), to provide you with offers that may interest you (including on third-party websites), and to personalize the content we present you on our website(s) or in your vehicle. Some cookies exist only during a particular session and some are persistent over multiple sessions over time.


These methods can allow you to maintain your account log-in information and other information between visits and they allow us to measure site activity to provide a better user experience. For example, cookies and other tracking devices may be used to tell us the time and length of your visit, the pages you look at on our site, the site you visited just before coming to ours, the name of your Internet service provider, and similar information.

We may use advertising service providers to serve OnStar advertisements on other websites that you visit. In serving OnStar advertisements, these companies may use cookies and other tracking devices to collect information about your visits to other websites, like browser type, IP address, which page was visited, and time of day. We use this information to evaluate our online advertising campaigns or to tailor promotions and other marketing messages to you.

Third parties whose websites or other resources you use might also use cookies or other tracking methods. The privacy practices of those third parties are covered by their own privacy statements. We encourage you to read them.

If you do not want our website(s) to collect information through the use of cookies, you can set your web browser to reject cookies. Each browser is different, so you should check your browser's "Help" menu to learn how to change your cookie preferences. If you reject or block cookies, however, our website(s) may not function as intended. In addition to our advertising service providers, other online network advertising companies may use cookies or other technologies on our website(s) or Services to collect information about your online activities over time and across different websites and services. You may also be able to exercise choices regarding such companies via certain third party tools. Read more <http://www.networkadvertising.org/choices/> information about such choices <http://www.aboutads.info/choices/>.

Most web browsers include a "do not track" setting. However, there is a lack of certainty or consistency with respect to what impact that setting should have on the information collected or on a user's browsing experience. Accordingly, and consistently with respect to the operation of many websites, if you enable that setting, it will not change what information is exchanged with your computer, or how that information is used, when you visit our website(s).


	<p><b>Changes to This Privacy Statement</b> We'll post any revised Privacy Statement to the OnStar website (<a href="http://www.onstar.com">www.onstar.com</a>). If we make a material change, we'll notify you, otherwise bring the change to your attention, or where required by law, get your consent.</p>
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- **Changes to This Privacy Statement**

We may need to update this Privacy Statement from time to time as our business and Services expand or change, or if we are required to by law. If we do, we will post the most up-to-date version on the OnStar website ([www.onstar.ca](http://www.onstar.ca)) so you should periodically check for any updates.

If we materially change the practices stated in this Privacy Statement and you're an OnStar customer, we will notify you by sending an e-mail to the email address that you have provided or, if you do not have an e-mail address on file with us, we will send the notice by postal mail or otherwise take reasonable steps to bring the change to your attention. We'll get your consent to the changes if legally required.

	<p><b>How to Contact OnStar</b></p> <p>You can contact us by pressing the blue OnStar button in your vehicle, by calling us at 1 888-4ONSTAR, or by regular mail. For privacy related questions, email the OnStar Privacy Manager at <a href="mailto:privacymanager@onstar.com">privacymanager@onstar.com</a>.</p>
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- **How to Contact OnStar**

If you have a general question, you can visit our website at [www.onstar.ca](http://www.onstar.ca), press the blue OnStar button in your vehicle, or call us at 1-888-4ONSTAR (1-888-466-7827). You may write to us at OnStar Subscriber Services, PO Box 1027, Warren, Michigan USA 48090-1027.

If you have a specific question about our privacy practices, contact the OnStar Privacy Manager by e-mail at [privacymanager@onstar.com](mailto:privacymanager@onstar.com), or write to OnStar's Privacy Manager at OnStar Privacy Manager, P.O. Box 1027, Warren, Michigan, 48090-1027, or call us at 1-877-299-1372.

### Frequently Asked Questions

- **Will OnStar collect information from my vehicle if I cancel all OnStar Services?**

No. Once the cancellation request has been processed, we'll no longer collect information from your vehicle using the OnStar equipment or services unless you press the blue OnStar button or ask us to collect information again, like by reactivating Services.

You must cancel all Onstar Services before you sell or transfer your vehicle. You can do this by contacting us at 1-888-4ONSTAR or by pressing the blue button in your vehicle.

- **What information does OnStar share with GM?**

When we talk about "GM," we mean General Motors Company and its affiliates, including General Motors of Canada Company (formerly known as General Motors of Canada Limited).

We share your Account Information and Vehicle-Related Information with GM to enable GM to evaluate or research the safety, quality, usage, and functionality of its vehicles, to contact you with information about your vehicle, or for marketing purposes.

We may also share your Driving Information with GM for product safety and security purposes, to protect the safety of you or others, or to help maintain the proper operation your vehicle. For example, we may share this information when determining whether to perform a software or systems update or upgrade for your vehicle.

If a company buys or takes over the business of GM, we would share the same information with that company.

- **What Information Does OnStar Share with AT&T?**

We share your name, billing address, home address, phone number, e-mail address, and details about your acceptance of the terms and privacy statements that apply to your request for, or use of, data services. If we receive any updates for that information, we share those updates with AT&T.

If a credit card is stored on file with OnStar for purchase of a data plan with AT&T, or a one-time payment method is provided, we send the credit card number, expiration date, first and last name, and billing address, and details about the voice or data package that you purchased.

The information that we share with AT&T, as well as any other information that AT&T collects from or about you, will be subject to AT&T's privacy policy. You should read AT&T's privacy policy at [www.att.com/CANTermsandconditions](http://www.att.com/CANTermsandconditions) to find out how AT&T collects, uses, and shares your information.

- **What should I do to help safeguard my information?**

Keep your username, service set ID (or "SSID," which is the unique number associated with the OnStar equipment in your vehicle) and password secret. Don't give your PIN to anyone you don't want to use the Services or incur charges that you must pay.

You are responsible for any use of the Services by persons who give us your PIN or password. We cannot be responsible for any unauthorized use of the Services by persons who give us your PIN or password. Contact us to change your PIN.

It's illegal for people to intercept wireless telephone calls, but some people do it. Be cautious of what information you disclose on any wireless telephone call.

- **Can OnStar hear what's going on in my vehicle?**

Our advisors cannot listen to anything going on in your vehicle without you knowing it. An advisor can only hear sounds from your vehicle if you call an OnStar advisor or an OnStar advisor calls in to your vehicle. If an OnStar advisor calls in to your vehicle, you'll know because:

- A light will flash;
- You'll hear a ring; and;
- The radio will mute.

In addition, calls through the OnStar system are normally audible through the stereo speakers and vehicles that have text display capabilities will indicate that a call is occurring. On top of that, OnStar requires its advisors to announce their presence immediately upon establishing a call into your vehicle.

We designed these measures so that our advisors cannot override them.

- **Does OnStar keep recordings of my interactions with OnStar advisors?**

We may record and monitor all interactions between us (including interactions when you are in your vehicle) in order to maintain or improve the quality of our Services or for training purposes.

OnStar advisors may also remain on the line if, during a request for services, we conference in a third party like an emergency service provider or the police. These parties may also separately record and/or monitor the interaction. We may also review your interactions with OnStar's automated Services for training and/or quality improvement purposes.