

User Terms for Application Services

Last Updated May 1, 2018

This software application (the “**Application**”) is provided by General Motors Holdings LLC and its affiliates (“**GM**” or “**we**” or “**us**”) and makes services made available to you (the “**Application Services**”), via the authorized Apple or Android device that you own or control (your “**Device**”), which may include the ability to view diagnostic and location information of your OnStar-equipped eligible vehicle (your “**Vehicle**”), to receive promotions and offers from participating retailers, and to issue commands to your Vehicle, such as door lock/unlock and remote engine start commands. The Application Services may be available while your Vehicle is connected to our systems via a service trial period that we may offer from time to time, a service plan made available to you at no additional charge (e.g., the OnStar Basic Plan), or through a paid service plan. Some of the Application Services may not be available for your Vehicle unless you are participating in a paid service plan for that Vehicle. Further details and limitations of the Application Services are available at www.onstar.com/mobileapp.

When you click to accept the following terms (these “**Terms**”) or when you access or use the Application Services on your Device, you agree to the following:

- These Terms incorporate the User Terms for Connected Vehicle Services located at www.onstar.com/terms (the “**Connected Vehicle Service Terms**”). Together, these Terms and the Connected Vehicle Service Terms are binding between you and us and govern your access and use of the Application Services. For this purpose, the term “**Services**” of the Connected Vehicle Service Terms includes the Application Services, “**Connected Device**” includes your Device, “**Agreement**” includes these Terms, and “**Software**” includes the Application. You should carefully review the Agreement before accessing or using the Application Services;
- It is your responsibility to ensure that all users of your Vehicle know that anyone with access to the Application Services through your Device may be able to access information about your account and your Vehicle, including the location of your Vehicle;
- You will only use the Application Services when it is safe to do so, in compliance with the law and these Terms, and you will not use the Application Services offered through your Device while driving;
- You will not use the Application 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 Connected Vehicle Service Terms);
- You may cancel the Application Services at any time by contacting us at 1-888-4-ONSTAR. You cannot cancel Application Services simply by Uninstalling the Application from your Device;
- 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;
- We may collect, use, and share information about you, including the location of your Device or your Vehicle as described in the Privacy Statement for Application Services available at www.onstar.com/privacy;
- If a dispute arises, you will resolve it with us through individual arbitration;
- We are not responsible for the acts of third parties who may access the Application 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 Application Services and your information;
- Your use of the Application Services may involve services made available to you by third parties, such as the wireless services provided for your Device by your wireless carrier, and map and data services. Any map or data services that are provided by Telenav, Inc. are governed by terms posted at <http://www.telenav.com/legal/terms/gm/>. Any map or data services that are provided by HERE North America, LLC and its affiliates are governed by terms posted at <https://legal.here.com/>. Use of services made available by third parties may involve you sharing your location, search query, and other data. You can disable sharing of your Device location in your Device settings. You may also receive promotions and offers from participating third party retailers through the Application Services. These third party services, promotions and offers, and any related transactions you enter into, are solely between you and the third party. We cannot guarantee their performance, reliability or security, and we are not responsible for any losses or damages they may cause, such as any loss of personal information through third party network services;

- GM grants you a non-commercial, non-exclusive, non-transferable, limited, terminable license to use the Application and the Application Services solely with your Device, throughout the United States, subject to your compliance with the Agreement. The Application is licensed, not sold, to you, solely for your personal use. GM retains all right, title, and interest in and to the Application, the Application 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 Connected Vehicle Service Terms, these Terms will govern for any access or use of the Application Services. The reference to “Connected Device” in Section 15.2 and in the last subsection of Section 18 of the Connected Vehicle Service Terms does not apply to your Device; and
- If your Device is an Apple device, then the following paragraph applies: You are entering into the Agreement, including these Terms, with GM 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.

If you have any questions, comments or complaints regarding the Application 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, PO Box 1027, Warren, MI 48090-1027, or calling us at 1.888.4.ONSTAR (1.888.466.7827), or for TTY users (hearing/speech impaired): 1.877.248.2080.