

Effective as of August, 2010

Welcome to **OnStar**. These terms and conditions are the agreement between us. They replace any earlier agreements between us and apply to *all* your **OnStar** service until changed or replaced by new terms and conditions.

You can contact us at any time by calling us at 1-888-4OnStar (1-888-466-7827) or TTY 1-877-248-2080 (email TTY@onstar.com), by pressing the blue OnStar button in your Car and talking to an OnStar Advisor, or by writing us at P.O. Box 1027, Warren, MI 48090-1027.

PLEASE READ THIS AGREEMENT BEFORE USING ANY **OnStar** SERVICE. KEEP A COPY OF IT IN A SAFE PLACE. READ AND KEEP A COPY OF ANY ADDITIONAL **OnStar** DOCUMENTS GIVEN OR SENT TO YOU. ANY **OnStar** DOCUMENTS THAT SAY THEY BECOME PART OF YOUR **OnStar** AGREEMENT ARE PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES THEY DESCRIBE. THE PRICE AND OTHER TERMS OF YOUR **OnStar** SERVICE PLAN AND ANY **OnStar** HANDS-FREE CALLING PACKAGES YOU PURCHASE BECOME PART OF THIS AGREEMENT.

- YOUR **OnStar** SERVICE AND EQUIPMENT. Your car, truck, or other vehicle (your "Car") must come with authorized **OnStar Equipment**—the hardware and software used to provide **OnStar** service—for you to receive **OnStar** service. Additionally, you must have an **OnStar Plan** to get **OnStar** service. Your **OnStar Plan** describes the charges and features that we will provide to you, as well as optional features and services
- 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 your subscription. Once you place your payment account on file with us, we may receive automatic updates of that account information from the financial institution for that account in order to keep that payment information current. All **OnStar** service is payable and due in advance. If you do not have such an account on file with us you must provide us with payment monthly (or other payment period offered by us and chosen by you) in advance. We'll continue to charge the payment account you provided monthly (or you must continue to make payments monthly) until you or we cancel your service as allowed in this agreement, or you choose another payment period offered by us. The price of your **OnStar Plan** may change over time, and we'll use the rates then in effect for the applicable payment period for those charges. The purchase or lease price of your Car may have included a prepayment for a period of time for a specified **OnStar Plan**. If so, you must arrange for payment to us after this period of time expires. If you have a payment account on file with us,

we will automatically start charging you monthly as set out above. You can add **OnStar Hands-Free Calling** to your **OnStar Plan** (although it isn't available everywhere or on all Cars). **OnStar Hands-Free Calling** allows you to make and receive calls through the **OnStar Equipment**. You'll need to buy a package of minutes in advance to use **OnStar Hands-Free Calling**. A package of **OnStar Hands-Free Calling** minutes may also come with the purchase of your Car. During the term of this agreement you can purchase minutes from us at any time by calling us, visiting www.onstar.com, or pressing your blue **OnStar** button. We have the right to change prices for packages of **OnStar Hands-Free Calling** minutes at any time and you will be informed of the current price at the time you contact us. You MUST give us a valid credit card number to purchase **OnStar Hands-Free Calling** minutes. Unless prohibited by law, minutes for **OnStar Hands-Free Calling** are non-refundable and are good until your package expires or until your **OnStar Plan** is terminated or cancelled, whichever comes first. If you cancel your **OnStar Plan**, you will lose any unused **OnStar Hands-Free Calling** minutes remaining in your account. We do not provide itemized statements of calls made and received.

- **STARTING YOUR OnStar SERVICE.** You can only get and use **OnStar** service by accepting this agreement. Subject to local law, you accept this agreement and start your **OnStar** service when you buy or lease a new or used Car that includes **OnStar** service in the purchase price, **OR** when you sign a contract that includes this agreement, **OR** when you speak with an **OnStar** Advisor and register for **OnStar** service, **OR** when you (or someone you authorize to use your Car) use the **OnStar** service or accept any of its benefits (including using a Car with active **OnStar Equipment**). If you do **ANY** one or more of these four things to accept, you're bound by this agreement and any later changes or amendments to it.
- **DURATION OF YOUR OnStar SERVICE.** Your **OnStar** service starts as set out above and continues without end until you or we cancel the service as allowed in this agreement.
- **ENDING YOUR OnStar SERVICE.** You can cancel your **OnStar** service at any time. All you have to do is call us or press the blue **OnStar** button in your Car and tell an **OnStar** Advisor you want to cancel service. Unless your **OnStar Plan** specifies otherwise, we will refund to you any whole months and remaining days on your **OnStar Plan** that you have paid in advance, other than any payment that was included in the purchase or lease price of your Car. You won't be entitled to any other refunds for **OnStar** service, **OnStar Equipment** or for **OnStar Hands-Free Calling** minutes. If you cancel service, we have the right to deactivate your **OnStar Equipment** and you may have to pay for any reactivation. You

can also call us or press the blue **OnStar** button in your Car at any time to get instructions on how to disable the **OnStar** system in your Car.

- **HOW MUCH YOUR OnStar SERVICE COSTS.** You can get information on the prices and the services in each **OnStar Plan** and for **OnStar Hands-Free Calling** by going to www.onstar.com, by calling us, or by pressing the blue **OnStar** button in your Car and asking an **OnStar** Advisor.
- **TRANSFERRING SOME OF YOUR OnStar SERVICE.** Unless we agree otherwise you can't transfer most of your **OnStar** service to another Car or another person. There are a few exceptions. You may be able to transfer any whole months remaining on your **OnStar Plan** that you have paid in advance, other than any payment that was included in the purchase or lease price of your Car, or any unused **OnStar Hands-Free Calling** minutes to a newly purchased or leased Car, depending on the maker of the car. You'll have to request the transfer prior to cancelling your service, and must meet all **OnStar** requirements for service with the new Car.
- **REACTIVATING OR CHANGING YOUR OnStar SERVICE.** We'll only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, change, reactivate, or transfer your **OnStar** service. If we do any of these things, you agree to pay any charges associated with these requests.
- **CHANGES TO YOUR OnStar AGREEMENT.** We can change the terms of this agreement, change the prices we charge you for **OnStar** services, or change, add, or delete any **OnStar** service, at any time, by giving you 30 days notice (or a longer period if required by law). If any such change for which we provide notice materially affects your rights under this agreement, or materially changes your service, or results in higher costs charged you by **OnStar**, YOU MAY EITHER CANCEL YOUR **OnStar** AGREEMENT OR AGREE TO THE CHANGE. IF YOU DON'T CANCEL YOUR **OnStar** AGREEMENT WITHIN 30 DAYS OF THE DATE OF THE NOTICE, YOU'RE AGREEING TO THE CHANGE AND IT BECOMES PART OF THIS AGREEMENT BETWEEN US. You can get an updated copy of this agreement, including all of its current terms and conditions, online at www.onstar.com, by calling us at **1-888-4OnStar** (1-888-466-7827) or TTY 1-877-248-2080 (the call is toll-free in the United States and Canada), or by pressing the blue **OnStar** button in your Car and asking an **OnStar** Advisor.
- **USAGE LIMITS.** We may place usage limits or create tiered pricing plans for any **OnStar** service. If we place usage limits or provide tiered pricing plans for any **OnStar** service, and you then use such service more than allowed by the limit or tiered plan amount, we will charge you at our then current rates

for your usage in excess of the limit or tiered plan amount. You agree that we may use any credit or debit card or other payment account of yours that we have on file for payment of such charges.

- **HOW YOUR OnStar SERVICE WORKS AND SYSTEM LIMITATIONS.** **OnStar** service is only available in the continental United States, Alaska, Hawaii, and Canada. **OnStar** service works using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL **OnStar** SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The area that you are driving in may affect the service that we can provide to you, including but not limited to routing service. **OnStar** service can't work unless your Car is in a place where we have an agreement with a wireless Service Provider for service in that area. **OnStar** service also can't work unless you're in a place where the wireless Service Provider we've hired for that area has coverage, network capacity, and reception when the service is needed, and technology that's compatible with the **OnStar** service. **OnStar** service that involves location information about your Car can't work unless GPS satellite signals are unobstructed, available in that place and compatible with the **OnStar** hardware as well. All **OnStar** equipped Cars have automatic air bag deployment response that can alert **OnStar** in a crash where the airbags deploy. Some Cars are equipped with additional crash sensors that can automatically alert **OnStar** even in crashes where the airbags do not deploy. YOUR CAR HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE **OnStar Equipment** TO OPERATE. You may need to increase the volume of your radio to hear the **OnStar** system or Advisor. **OnStar** service may not work if your **OnStar Equipment** or TTY equipment, if applicable, isn't properly installed (by someone we've authorized) or you haven't maintained it and your Car in good working order and in compliance with all government regulations. If you try to add, connect or modify any equipment or software in your Car (such as plugging devices into the vehicle electrical system or diagnostic port, or modifying the **OnStar Equipment**), the **OnStar** service may not work and we can terminate your **OnStar** service. Your **OnStar Equipment** needs to be compatible with the **OnStar** service and the wireless service and technology provided by our wireless Service Provider, too. This wireless service and technology is subject to change. There are other problems we can't control that may prevent us from providing **OnStar** service to you at any particular time or place, or that may impair the quality of the **OnStar** service. Some examples are hills, tall buildings, tunnels, weather, electrical system design and architecture of your Car, damage to important parts of your Car in an accident, or wireless phone network congestion or jamming. **OnStar** is not responsible for any delay or failure in performance if such failure or delay

could not have been prevented by reasonable precautions.

Additionally, **OnStar** is not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment failures. The routing data that we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. Therefore, you should use good judgment, obey traffic and roadway laws and instructions and evaluate whether following the system's directions is safe and legal for the current conditions.

- **SERVICE PROVIDERS.** **OnStar** works with many different companies, individuals and government entities to provide you with **OnStar** service and **OnStar Equipment**. In this agreement, "Service Provider" means any person, company, or entity who provides any service, equipment, or facilities in connection with **OnStar** service or **OnStar Equipment**, including, but not limited to, wireless service providers, suppliers, licensors, public safety answering points, emergency responders and service providers (such as police, fire and ambulance), towing companies, car makers, distributors and dealers.
- **OnStar ADVISORS CONNECT YOU TO OTHER Service Providers.** Our **OnStar** Advisors link you or your Car to other Service Providers such as the police, fire department, or ambulance service. We'll use reasonable efforts to contact appropriate Service Providers for help as required by the situation or when the **OnStar** system in your Car signals for it, but we can't promise that any Service Providers will respond in a timely manner or at all. The laws in some places require an emergency situation to be confirmed before emergency Service Providers will provide service. **OnStar** will not contact emergency Service Providers in these locations in response to an emergency button press if we cannot hear your request for assistance or otherwise confirm that an emergency exists (unless you have registered with **OnStar** as a TTY user). **OnStar** also may not contact emergency Service Providers in any location in response to emergency button presses from rental cars, cars that are moving, and cars located in certain locations such as car dealerships, rental car companies, car washes or your address if we cannot hear your request for assistance. We will assume an emergency exists if the **OnStar** call center receives a crash alert from your Car.

- CAUTIONS ABOUT SOFTWARE. **OnStar** service involves software that we may need or want to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data such as destinations or **OnStar Hands-Free Calling** name tags you've stored on the **OnStar Equipment** in your Car. We aren't responsible for lost data. You do not own the **OnStar** software or acquire any rights to use or modify the **OnStar** software on your own. Your Car systems also involve software that your car maker may need to change from time to time. You agree that we may assist them to do this remotely without your consent.
- CAUTIONS ABOUT VOICE RECOGNITION. Some **OnStar** service involves voice recognition software. It can recognize many voices, accents, speech patterns and words, but not all. We can't promise it will work with your voice.
- SOME OTHER DETAILS ABOUT **OnStar Hands-Free Calling**. For **OnStar Hands-Free Calling** to work, you must have a current **OnStar Plan** and your Car must have **OnStar Equipment that is capable of OnStar Hands-Free Calling**. You also have to be in an area where **OnStar Hands-Free Calling** is available. Most calls using **OnStar Hands-Free Calling** will reduce your package of minutes. This includes calls to toll free numbers. Calls to 9-1-1 do not reduce your package of minutes and can be made in some situations even if no minutes remain. UNLESS OTHERWISE PROHIBITED BY LAW, THIS REDUCTION BEGINS WHEN YOU PLACE A CALL (AFTER YOU DIAL) OR RECEIVE A CALL, AND STOPS SHORTLY AFTER THE CALL ENDS. MINUTES ARE USED EVEN FOR CALLS THAT FAIL TO CONNECT (FOR EXAMPLE, CALLS THAT RING UNANSWERED OR THAT REACH A BUSY SIGNAL) AND THAT LAST MORE THAN 35 SECONDS. WE ROUND TIME UP TO THE NEXT FULL MINUTE, SO, FOR EXAMPLE, A CALL THAT LASTS FOR 1 MINUTE AND 15 SECONDS WILL REDUCE YOUR PACKAGE OF MINUTES BY 2 MINUTES. Calls may be made to the United States and Canada only. We block calls to some phone numbers such as numbers beginning with 900 and 976. If the **OnStar Hands-Free Calling** system in your Car has been enabled and you are in an area that allows calls, your **OnStar** system is capable of calling 9-1-1 if the public safety answering point in your location is capable of receiving such calls.
- COMBINED PLAN WITH A HANDHELD PHONE (if available). **OnStar's** wireless Service Providers may offer a combined plan that lets you make and receive calls from your handheld wireless phone and from the **OnStar Equipment** in your Car using one package of minutes. If you choose such a plan, you'll have a separate agreement with one of our wireless Service Providers and will be billed separately by it. If you breach that agreement, your **OnStar** service may be terminated or interrupted. To

take part in a combined plan, your handheld wireless phone service needs to be provided by one of our wireless Service Providers, and you'll also need an active **OnStar Plan**. Some features of your handheld wireless phone, such as its roaming indicator, may operate differently with combined service than they would otherwise. You will not be able to use **OnStar Hands-Free Calling** (using minutes you purchase in advance from us), **Virtual Advisor** or **OnStar eNav** if you select a combined plan. Combined plans aren't available for all **OnStar Equipment**, either.

- **COMBINED PLAN WITH A HANDHELD PHONE** (if available). **OnStar's** wireless Service Providers may offer a combined plan that lets you make and receive calls from your handheld wireless phone and from the **OnStar Equipment** in your Car using one package of minutes. If you choose such a plan, you'll have a separate agreement with one of our wireless Service Providers and will be billed separately by it. If you breach that agreement, your **OnStar** service may be terminated or interrupted. To take part in a combined plan, your handheld wireless phone service needs to be provided by one of our wireless Service Providers, and you'll also need an active **OnStar Plan**. Some features of your handheld wireless phone, such as its roaming indicator, may operate differently with combined service than they would otherwise. You will not be able to use **OnStar Hands-Free Calling** (using minutes you purchase in advance from us), **Virtual Advisor** or **OnStar eNav** if you select a combined plan. Combined plans aren't available for all **OnStar Equipment**, either.
- **WHAT IF YOUR CAR IS STOLEN?** If your Car is stolen, we can try to locate it. Before we try to locate it, you'll need to provide satisfactory identification, and the police must be treating the Car as stolen. Generally, we will only provide location information about stolen Cars to the police; however, in cases of crises or emergencies, we may, in our own judgment, provide you with information about the general area of your Car without police involvement. **OnStar** may be notified by an early warning system that your Car may have been stolen and, in some cases, you may also be notified by **OnStar**. We don't have to continue to try to locate your Car after 48 hours from the time you first report it stolen, and we can't guarantee that we'll find it. We also aren't required to try to find your Car for the purpose of locating someone. Your Car may have **Stolen Vehicle Slowdown** capability that enables **OnStar** to slow down your stolen Car remotely and/or the capability that enables **OnStar** to stop your Car from starting to assist law enforcement in its recovery. **OnStar** may also slow down your Car or stop your Car from starting if required to comply with legal requirements, including valid court orders in criminal investigations and to protect the safety of you or others. If you don't want **Stolen Vehicle Slowdown** capability on your Car, you must contact **OnStar** by pressing the

blue **OnStar** button in your Car and request that this capability be disabled. If you choose to disable this capability, it will not be available under any circumstances and can only be re-enabled at an authorized car dealership at your expense.

- WHAT IF YOU NEED US TO UNLOCK YOUR DOORS? We can often unlock your Car doors remotely if you're locked out. You'll need to call us and provide satisfactory identification before we can attempt to send a signal to unlock your Car doors. We'll provide assistance to anyone who can provide us your Personal Identification Number or other satisfactory identification of your account. If we can't unlock your doors remotely, we can contact roadside assistance or emergency Service Providers to help you.
- YOUR RESPONSIBILITY FOR **OnStar** SERVICE. It's your responsibility to make sure your Car and your **OnStar Equipment**, including **TTY equipment**, are working. You can always press the blue **OnStar** button to confirm that your **OnStar Equipment** is active. If the light to the right of the **OnStar** buttons is red or off, this means that your system is not functioning properly or is inactive, and should be checked by a dealer. It's also your responsibility to register with us before you begin using **OnStar** service. Your car dealer may do this for you, or you can register by calling us, or by pressing the blue **OnStar** button in your Car and speaking with an **OnStar** Advisor. Even if your **OnStar Equipment** is activated and working, some **OnStar** services (such as remote door unlock or help with locating a stolen Car) may not be available until you register. You'll need to provide us with satisfactory identification before we'll provide some **OnStar** services. You will also need to provide us with an email address before we can provide you with certain services such as **OnStar Vehicle Diagnostics**. The **OnStar Equipment** in your Car may be active before you buy or lease your Car or press the blue **OnStar** button to begin using the service. In that case, we may provide you with **OnStar** services and create an account with personal information about you that we get from the maker of your Car, unless you call us or press the blue **OnStar** button in your Car and tell an **OnStar** Advisor that you want to cancel service. You promise to use **OnStar** emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use any **OnStar** service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You promise you won't abuse or do anything to damage our business operations, services, reputation, employees, facilities, or Service Providers. If you do any of these things, you agree you'll be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions.

- **YOUR RESPONSIBILITY FOR INFORMATION RECEIVED THROUGH YOUR **OnStar** SERVICE.** Certain information you receive through your **OnStar** service belongs to us or third parties who provide it through us. This information may be covered by one or more copyrights, trademarks, service marks, patents, or other legal protections. You promise not to use any content you receive through **OnStar** except as expressly authorized by us. You can't resell any of it or use it for commercial purposes. You can't copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it.
- **YOUR RESPONSIBILITY TO PAY FOR YOUR **OnStar** SERVICE.** Depending on the service you choose, you'll have different payment responsibilities, but you must always pay on time and (unless the law provides otherwise) in full. If you start or stop your service in the middle of a billing period, we'll prorate the amounts owed or to be refunded to you, if applicable. You're responsible for paying directly to others (such as emergency Service Providers) all charges for services furnished by them that aren't expressly covered by your **OnStar Plan**.
- **YOUR RESPONSIBILITY TO PAY FOR YOUR **OnStar** SERVICE.** Depending on the service you choose, you'll have different payment responsibilities, but you must always pay on time and (unless the law provides otherwise) in full. If you start or stop your service in the middle of a billing period, we'll prorate the amounts owed or to be refunded to you, if applicable. You're responsible for paying directly to others (such as emergency Service Providers) all charges for services furnished by them that aren't expressly covered by your **OnStar Plan**.
- **ADDITIONAL PAYMENT DETAILS.** If you pay with a check, and it's returned to us unpaid (that is, it bounces), we can charge you a fee of up to \$25 (or as allowed by law). If your credit or debit card provider refuses a charge, or a check bounces, we can also terminate or suspend your service resulting in deactivation of the **OnStar** Equipment and Service in your Car. We won't recognize any restrictive language you try to include on checks such as "payment in full." We refund credit balances of less than one dollar only upon request.
- **YOUR RESPONSIBILITY TO TELL US RIGHT AWAY ABOUT DISPUTED CHARGES.** If you object to any fees or charges for services, you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), **OR YOU'RE WAIVING THE DISPUTE.**

- YOUR RESPONSIBILITY TO PAY FOR TAXES AND GOVERNMENT FEES. You promise to pay all federal, state and local taxes, and other fees and service charges that we're required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.
- YOUR RESPONSIBILITY TO PAY FOR SERVICE CHARGES. You promise to pay all applicable fees and service charges, which include, but are not limited to: Federal Universal Service Fee, various federal, state or provincial regulatory fees, administrative charges, gross receipt charges, and charges for the costs we incur in complying with governmental programs, directly or indirectly. They are rates that we choose to collect from you and are kept by us in whole or in part. The number and type of service charges may vary depending upon the location of your primary billing address and can change over time without advance notice.
- YOUR RESPONSIBILITY FOR OTHERS WHO USE **OnStar** SERVICE IN YOUR CAR OR WITH YOUR PERSONAL IDENTIFICATION NUMBER. YOU'RE SOLELY RESPONSIBLE FOR ANY USE OF YOUR CAR OR THE **OnStar** SERVICE, EVEN IF YOU LATER CLAIM THE USE OR **OnStar** SERVICE WASN'T AUTHORIZED BY YOU. YOU'RE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR CAR, THROUGH **OnStar**. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Car. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Personal Identification Number or other information that can be used to identify your account to request services for your Car. If you or a driver of your Car uses the **OnStar** system to commit a crime or for another improper purpose, or in violation of this agreement, you agree that YOU WILL BE RESPONSIBLE FOR ANY CLAIMS MADE AGAINST **OnStar** AND FOR ANY COSTS, DIRECT OR INDIRECT, INCURRED BY **OnStar** ARISING OUT OF OR RELATED IN ANY WAY TO THAT CRIME, ACT, OR BREACH OF THIS AGREEMENT. YOU AGREE TO PAY **OnStar** IMMEDIATELY UPON DEMAND ALL SUCH AMOUNTS.
- YOUR RESPONSIBILITY FOR ALL TRANSACTIONS AND COMMUNICATIONS USING **OnStar** SERVICE. Any transaction with anyone but us that you carry out using **OnStar** service, and any use that you make of any information received from or through any **OnStar** service, is entirely your responsibility. You act at your own risk.
- OUR RIGHT TO TERMINATE OR SUSPEND YOUR **OnStar** SERVICE. We may terminate your **OnStar** service without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your service will terminate. This means that

we can decide to cease providing the **OnStar** service to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, we'll refund any amounts you have paid in advance, other than any payment that was included in the purchase or lease price of your Car, and any unused **OnStar Hands-Free Calling** minutes but not for **OnStar Equipment**. Also, we may terminate your Service without prior notice to you for any good cause. This means, for example, we can terminate your service immediately if you breach any part of this agreement, don't pay amounts that are due to us or one of our Service Providers, interfere with our efforts to provide service, interfere with our business, or if your **OnStar** service or wireless phone number is used for illegal or improper purposes. You don't have any right to have **OnStar** service reactivated, even if you cure any of these problems. Whether to allow you to have service again will be entirely up to us. We can suspend your **OnStar** service for any reason we could terminate it. We can also suspend it for network or system maintenance or improvement, or if there's network congestion, or if we suspect your service is being used for any purpose that would allow us to terminate it.

- **TRANSFERRING PHONE NUMBERS FROM YOUR OnStar Equipment.** You may take, or "port" a wireless phone number assigned to your **OnStar Equipment** and used for **OnStar Hands-Free Calling** to another service provider. If you request a new wireless service provider to port a wireless phone number from us, and we receive your request from that new wireless Service Provider, then we may not be able to provide you with **OnStar** service (including **OnStar Hands-Free Calling**) after completion of the porting process. You may also have to take your Car to a dealer to have your **OnStar Equipment** reconfigured. This may result in **OnStar** and/or the dealer charging you additional fees. You're responsible for any fees charged by the other wireless service provider, too. You may be able to transfer a wireless phone number issued by us from one **OnStar**-equipped vehicle to another **OnStar**-equipped vehicle that you have purchased or leased so long as you request the transfer prior to cancelling your service.
- **YOU DON'T HAVE ANY OTHER RIGHTS IN YOUR OnStar NUMBERS.** You don't have any rights to any identifying number (such as a Personal Identification Number) that you use with **OnStar** service or to any wireless phone number (such as the right to choose a number), except for any right you may have to port it. We'll tell you if we decide to change or reassign them. A wireless phone number we assign for **OnStar Hands-Free Calling** may not be in your local area code. We aren't responsible to you for any theft of your number or numbers.

- WHAT IF YOU BUY, LEASE OR SELL AN **OnStar**-EQUIPPED CAR? If you buy or lease a pre-owned **OnStar**-Equipped Car, you promise to contact us to create an account. If you do not contact us, **OnStar** may continue to send **OnStar Vehicle Diagnostic** reports or other information about the Car or the **OnStar** account to the billing or email address currently on file with **OnStar**. Further, you promise to notify us if you sell your Car or end its lease. If you sell or transfer your Car and don't notify us, you'll remain responsible for all charges for any **OnStar** service or any related handheld phone. It is your responsibility to clear all **OnStar Hands-Free Calling** name tags and destination name tags that you store on your **OnStar** system before you sell or transfer your Car. **OnStar** is not responsible for any privacy related damages you may suffer if you fail to notify us of your purchase, lease or sale of an **OnStar**-Equipped Car.
- YOUR PRIVACY. Some of our key privacy practices are outlined in this section. For a complete description of our privacy practices, please refer to our Privacy Statement. We may update our Privacy Statement on the first day of a calendar quarter to reflect new services or changes to our business and will include the date of the last revision. We advise you to check for changes to the Privacy Statement periodically. You can access the current statement at www.onstar.com or you can contact us to request a copy. You acknowledge that it is your responsibility to advise all occupants of your Car (including other drivers) how information about them may be collected, used, and disclosed by **OnStar**. We may collect information about you and your Car in several different ways: from what you, your car dealer and car maker provide to us; from your use of the **OnStar** Services; from calls or emails between us; from **OnStar** web pages you visit; from our wireless Service Providers; from your satellite radio provider; from third party data providers; and from your Car itself when your **OnStar** Equipment is active. The information we may get about you includes your contact and billing information (including your credit card number); vehicle purchase information, registration information and information that helps us customize our services. The information we may get from your Car includes things such as: data about its operation; data about your use of the **OnStar** Services; the location of your Car; data about accidents involving your Car, including safety belt usage; and information about your use of the Car and its features. We may also approximate the speed of your Car based on GPS data to support a limited number of **OnStar** Services, such as Stolen Vehicle Assistance services, as further described in our Privacy Statement. We may collect information from your Car on a periodic or regular basis. You agree that we can, subject to applicable law, use this information to: provide **OnStar** Services; manage your account or **OnStar** Services; conduct analysis and research; comply with legal requirements; prevent fraud or misuse of the **OnStar** service; protect our rights or property or the

safety of you or others; send you important Car or **OnStar** Service related messages through the **OnStar** system in your Car; and offer you new or additional products or services. You also agree that we can, subject to applicable law, share information about you and your Car with: 1) our Service Providers; and 2) the maker of your Car, its subsidiaries and affiliates; your Car dealer, our wireless Service Providers and your satellite radio provider for their business purposes. We may also share this information with others as may be required by law, or to protect our rights or property or the safety of you or others. We may also share information about fleet cars with fleet companies and information about rental cars with rental companies. **ONSTAR WILL NOT OTHERWISE DISCLOSE, SELL, OR RENT INFORMATION SPECIFIC TO YOU OR YOUR CAR TO THIRD PARTIES FOR THEIR INDEPENDENT USE WITHOUT YOUR CONSENT.**

Because **OnStar** provides service through wireless networks, we can't promise that your communications won't be intercepted by others. You agree we won't be liable for any damages for any loss of privacy occurring in communication over such networks.

- **YOUR INTERACTIONS WITH OnStar ADVISORS.** We may record and monitor conversations between you and our Advisors, emergency Service Providers, the police, or third parties. Please note that our **OnStar** Advisors remain on the line if they conference in a third party to assist in completing a service request. We may also randomly monitor your interactions with **OnStar's** automated services for quality improvement purposes. **OnStar** is not required to release any audio or physical records that are created as part of the **OnStar** service without a subpoena (unless otherwise required by law).
- **NO WARRANTIES ON EQUIPMENT, INFORMATION, OR SERVICES.** Warranties are special kinds of promises. WE DON'T MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT **OnStar Equipment** or any other equipment used with **OnStar** service. You may have a warranty on **OnStar Equipment** or other equipment from the maker of your Car, but not from us. In addition, **OnStar** cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. NEITHER WE, NOR ANY OF OUR Service Providers, MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT **OnStar** SERVICE OR ABOUT ANY DATA OR INFORMATION OR SERVICES PROVIDED THROUGH IT. THIS MEANS, AMONG OTHER THINGS, NO WARRANTIES OF CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.

- LIMITATIONS OF LIABILITY. YOU AND **OnStar** ARE EACH WAIVING IMPORTANT RIGHTS. UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, WE EACH AGREE AS FOLLOWS: First, WE AREN'T LIABLE FOR THE ACTIONS OR INACTIONS OF ANY Service Provider WE CONTACT FOR YOU OR YOUR CAR, OR FOR OUR INABILITY TO CONTACT ANY Service Provider IN ANY PARTICULAR SITUATION. Second, WE AREN'T LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF **OnStar Equipment** OR **OnStar** SERVICE, including but not limited to injuries to persons or property arising out of use of **Stolen Vehicle Slowdown, Remote Ignition Block or Pre-Arrival Instructions** (EMD-Emergency Medical Dispatch) capability OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF **OnStar Equipment**. Third, OUR MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE CHARGES TO YOU FOR THE SERVICES RELATING TO THE PERIOD OF SERVICE DURING WHICH SUCH DAMAGES OCCUR. Fourth, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOUR MAXIMUM LIABILITY TO US UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO ANY CHARGES DUE AND OWING BY YOU TO US. Fifth, NEITHER YOU NOR WE CAN RECOVER (1) PUNITIVE DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES. YOU CANNOT RECOVER THESE TYPES OF DAMAGES OR FEES FROM ANY Service Provider, EITHER. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT. Sixth, WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS OF 24 HOURS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, YOU MUST NOTIFY US WITHIN 60 DAYS AFTER THE TIME WHEN THAT SERVICE INTERRUPTION STARTED. NO ONE IS LIABLE TO YOU FOR DROPPED CALLS OR INTERRUPTED SERVICE, OR FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY YOU, BY ANY THIRD PARTY, BY BUILDINGS, HILLS, TUNNELS, NETWORK CONGESTION, WEATHER, OR ANY OTHER THINGS WE OR OUR Service Providers DON'T CONTROL. Seventh, NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY US OR ANY Service Provider CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND THE CONTROL OF US OR OUR Service Providers. Eighth, if another wireless service provider is involved in any problem (for example, because of roaming), you also agree

to any limitations of liability that it imposes on its customers. Ninth, YOU AGREE THAT NEITHER WE NOR ANY Service Provider WHO SENDS YOU DATA OR INFORMATION THROUGH **OnStar** IS LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION. Tenth, unless you have a contract with one of our wireless Service Providers for a combined plan for a handheld wireless phone and your **OnStar Equipment**, YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY OF OUR WIRELESS SERVICE PROVIDERS AND AREN'T A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND ANY OF OUR WIRELESS SERVICE PROVIDERS. Unless you have a separate contract with them, NONE OF OUR WIRELESS SERVICE PROVIDERS HAS ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. YOU WAIVE ANY AND ALL CLAIMS OR DEMANDS FOR SUCH LIABILITY. Finally, you agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but to anyone using your Car, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your **OnStar** service or **OnStar Equipment**. NOTE: Some states don't allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

- YOUR RESPONSIBILITY FOR INSURANCE. The service **OnStar** provides is intended as a convenience. The payments you make for that service aren't related to the value of your Car or any property in it, or the cost of any injury to or damages suffered by you. We aren't an insurance company. You promise you'll obtain and maintain appropriate insurance covering personal injury to you and others, covering loss of or damage to your property or the property of others, and other risks arising when you use any **OnStar** service. FOR YOURSELF AND FOR ANYONE ELSE CLAIMING UNDER YOU, YOU HEREBY RELEASE AND DISCHARGE **OnStar** AND ITS Service Providers, THEIR PARENTS, AFFILIATES, AND SUBSIDIARIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST **OnStar** OR ITS Service Providers.
- YOUR RESPONSIBILITY FOR PAYMENT IN SOME CIRCUMSTANCES. In order to get **OnStar** service, YOU AGREE THAT YOU'LL BE RESPONSIBLE FOR ANY AMOUNT ANYONE ELSE CLAIMS FROM US (OR OUR Service Providers, THEIR OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS) PLUS ANY EXPENSES, RESULTING FROM ANY CLAIM, DEMAND OR ACTION, REGARDLESS OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND, OR ACTION ALLEGING LOSS, COSTS, EXPENSES, DAMAGES, OR INJURIES (INCLUDING INJURIES

RESULTING IN DEATH) ARISING OUT OF OR IN CONNECTION WITH (1) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, YOUR EMPLOYEES, OR THIRD PARTIES, EVEN IF DUE TO THE SOLE NEGLIGENCE OF ANY OF THE Service Providers; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH **OnStar** SERVICE; (3) CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED IN ANY WAY DIRECTLY OR INDIRECTLY TO THIS AGREEMENT; or (4) THE USE, FAILURE TO USE, OR INABILITY TO USE **OnStar** SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE Service Providers. In addition, if you've authorized **OnStar** to charge amounts due against your credit or debit card account or other similar account by giving us a card or account number, THEN YOUR AGREEMENT IN THIS SECTION EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT OR DEBIT CARD ACCOUNT OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.

- HOW WE'LL RESOLVE DISPUTES BETWEEN US. If you and we have a disagreement related to **OnStar** service, we'll try to resolve it by talking with each other. If we can't resolve it that way, **WE BOTH AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO USE CONFIDENTIAL ARBITRATION, NOT LAWSUITS** (except for small claims court cases) **TO RESOLVE THE DISPUTE**. Of course, either of us can always contact a government agency or regulatory authority for help, too. Here's how private arbitration will work: THE FEDERAL ARBITRATION ACT WILL APPLY. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR SERVICE WITH US OR ANY OF OUR AFFILIATES, PREDECESSORS IN INTEREST, OR SERVICE PROVIDERS OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES APPLY. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF 3 NEW ARBITRATORS. FOR CLAIMS OF \$10,000 OR LESS, WHOEVER STARTS THE ARBITRATION CAN CHOOSE EITHER THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, OR THE BBB'S RULES FOR BINDING

ARBITRATION. EACH OF US MAY HAVE TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. YOU CAN GET RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR THE BBB (WWW.BBB.ORG). THIS AGREEMENT **DOESN'T** PERMIT CLASS ARBITRATIONS EVEN IF AAA OR BBB PROCEDURES OR RULES WOULD. (IF A COURT OR ARBITRATOR REFUSES TO HONOR THIS LIMITATION IN ANY PARTICULAR DISPUTE BETWEEN US, THEN THIS ARBITRATION CLAUSE WILL BE VOID AND UNENFORCEABLE TO THE EXTENT OF THAT PARTICULAR DISPUTE). IN EXCHANGE FOR THIS, WE'LL PAY (IF YOU ASK US IN ADVANCE) FOR ANY FILING FEE CHARGED YOU BY THE AAA OR BBB FOR ONE ARBITRATION OF ANY DISPUTES BETWEEN US, SO LONG AS YOU TRIED IN GOOD FAITH TO RESOLVE THE DISPUTES WITH US BEFORE FILING FOR ARBITRATION. IF THE ARBITRATION PROCEEDS PAST THE FILING, WE'LL ALSO PAY (IF YOU ASK US AT THE TIME) ANY FURTHER ADMINISTRATIVE AND ARBITRATOR FEES THAT YOU ARE LATER CHARGED. AN ARBITRATOR CAN DECIDE LATER WHETHER TO ALLOCATE THE FEES DIFFERENTLY IF THERE'S AN AWARD. THERE'S **NO JUDGE OR JURY** IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT AS A COURT WOULD. IF AN APPLICABLE STATUTE REQUIRES AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO. ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF. **IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, OR A CLAIM PROCEEDS IN SMALL CLAIMS COURT, WE EACH WAIVE ANY TRIAL BY JURY.** We agree that the arbitration, including the evidence, the argument and the outcome, is confidential between us. We can both tell our lawyers and, if necessary, our financial advisors and insurers about the arbitration if they agree to keep it confidential too. We can both tell others but only if required by law. The arbitrator we appoint has to agree to this confidentiality protection too. Nothing in this agreement prevents either of us from filing the arbitration award with a court to enforce or appeal such award, though we agree that the evidence and arguments of the parties related to such award will be treated as confidential information subject to court approved protective order.

- HOW WE'LL RESOLVE DISPUTES BETWEEN US. If you and we have a disagreement related to **OnStar** service, we'll try to resolve it by talking with each other. If we can't resolve it that way, **WE BOTH AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO USE CONFIDENTIAL ARBITRATION, NOT LAWSUITS** (except for small claims court cases) **TO**

RESOLVE THE DISPUTE. Of course, either of us can always contact a government agency or regulatory authority for help, too. Here's how private arbitration will work: THE FEDERAL ARBITRATION ACT WILL APPLY. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR SERVICE WITH US OR ANY OF OUR AFFILIATES, PREDECESSORS IN INTEREST, OR SERVICE PROVIDERS OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES APPLY. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF 3 NEW ARBITRATORS. FOR CLAIMS OF \$10,000 OR LESS, WHOEVER STARTS THE ARBITRATION CAN CHOOSE EITHER THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, OR THE BBB'S RULES FOR BINDING ARBITRATION. EACH OF US MAY HAVE TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. YOU CAN GET RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR THE BBB (WWW.BBB.ORG). THIS AGREEMENT **DOESN'T** PERMIT CLASS ARBITRATIONS EVEN IF AAA OR BBB PROCEDURES OR RULES WOULD. (IF A COURT OR ARBITRATOR REFUSES TO HONOR THIS LIMITATION IN ANY PARTICULAR DISPUTE BETWEEN US, THEN THIS ARBITRATION CLAUSE WILL BE VOID AND UNENFORCEABLE TO THE EXTENT OF THAT PARTICULAR DISPUTE). IN EXCHANGE FOR THIS, WE'LL PAY (IF YOU ASK US IN ADVANCE) FOR ANY FILING FEE CHARGED YOU BY THE AAA OR BBB FOR ONE ARBITRATION OF ANY DISPUTES BETWEEN US, SO LONG AS YOU TRIED IN GOOD FAITH TO RESOLVE THE DISPUTES WITH US BEFORE FILING FOR ARBITRATION. IF THE ARBITRATION PROCEEDS PAST THE FILING, WE'LL ALSO PAY (IF YOU ASK US AT THE TIME) ANY FURTHER ADMINISTRATIVE AND ARBITRATOR FEES THAT YOU ARE LATER CHARGED. AN ARBITRATOR CAN DECIDE LATER WHETHER TO ALLOCATE THE FEES DIFFERENTLY IF THERE'S AN AWARD. THERE'S **NO JUDGE OR JURY** IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT AS A COURT WOULD. IF AN APPLICABLE STATUTE REQUIRES AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO. ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE

ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF. **IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, OR A CLAIM PROCEEDS IN SMALL CLAIMS COURT, WE EACH WAIVE ANY TRIAL BY JURY.** We agree that the arbitration, including the evidence, the argument and the outcome, is confidential between us. We can both tell our lawyers and, if necessary, our financial advisors and insurers about the arbitration if they agree to keep it confidential too. We can both tell others but only if required by law. The arbitrator we appoint has to agree to this confidentiality protection too. Nothing in this agreement prevents either of us from filing the arbitration award with a court to enforce or appeal such award, though we agree that the evidence and arguments of the parties related to such award will be treated as confidential information subject to court approved protective order.

- **THE LAW THAT GOVERNS OUR RELATIONSHIP.** To the fullest extent permitted by law, and except as explicitly provided otherwise, this agreement and any disputes arising out of or relating to it will be governed by the laws of the state of Michigan without regard to its conflict of law principles, and by any applicable tariffs, wherever filed. If you move your vehicle purchased or leased in the United States to another country where **OnStar** Services are provided, such Services will be provided by the local **OnStar** provider and be subject to its terms and conditions, including its choice of law, as well as its pricing. Those terms and prices can be obtained by you by visiting its website or by pushing the blue **OnStar** button in your Car and asking your Advisor.
- **NOTICES AND HOW WE CAN COMMUNICATE WITH EACH OTHER.** IF ANY PROVISION OF THIS AGREEMENT REQUIRES A WRITTEN NOTICE, THEN THE FOLLOWING RULES APPLY. ANY WRITTEN NOTICE FROM US WILL BE CONSIDERED GIVEN WHEN WE SEND IT BY EMAIL TO ANY EMAIL ADDRESS YOU'VE PROVIDED TO US, OR TWO DAYS AFTER WE MAIL IT TO YOU AT THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, OR AS SOON AS WE POST A NOTICE OF CHANGE ON THE www.onstar.com WEBSITE. ANY WRITTEN NOTICE FROM YOU REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE RECEIVE IT AT OUR ADDRESS PROVIDED IN THE INTRODUCTION OF THIS AGREEMENT. IF THIS AGREEMENT DOESN'T REQUIRE THAT THE NOTICE BE WRITTEN, THEN IT CAN BE WRITTEN OR ORAL. ANY ORAL NOTICE FROM US WILL BE CONSIDERED GIVEN WHEN WE REACH YOU OR ANY ADULT, OR LEAVE A RECORDED MESSAGE, AT ANY TELEPHONE NUMBER YOU HAVE PROVIDED US, OR WHEN WE REACH YOU OR ANY ADULT IN YOUR **OnStar** EQUIPPED CAR, OR WHEN YOU OR ANY ADULT IN YOUR **OnStar** EQUIPPED CAR ACCESSES ANY **OnStar** SERVICE THAT

INCLUDES THE NOTICE AS A RECORDED MESSAGE THAT PLAYS WHEN THE SERVICE IS ACCESSED. If we give you oral notice of a change to the terms of this agreement or to our Services, or to the prices we charge for our Services, we will also post that change in writing on the **OnStar** website at www.onstar.com. ANY ORAL NOTICE FROM YOU WILL BE CONSIDERED GIVEN WHEN YOU PROVIDE IT TO US AT **1-888-4OnStar** (1-888-466-7827) OR TTY 1-877-248-2080 (THE CALL IS TOLL-FREE IN THE UNITED STATES AND CANADA), OR WHEN YOU PRESS THE BLUE **OnStar** BUTTON AND PROVIDE IT TO AN **OnStar** ADVISOR.

- **WHO ELSE THIS AGREEMENT COVERS.** Our Service Providers and our affiliates are intended beneficiaries of this agreement. You agree that you'll make any of your passengers or guests or drivers of your Car aware of our rights and subject to the limitations of this agreement.
- **OUR RELATIONSHIP WITH YOU.** No matter what else it says, this agreement doesn't create any fiduciary relationships between you and us, or between you and any of the Service Providers. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.
- **WE CAN ASSIGN THIS AGREEMENT.** We can assign this agreement or your obligations to pay under it in whole or in part to anyone we choose. You can't assign this agreement or your obligations to anyone else without our prior consent.
- **THIS IS THE ENTIRE AGREEMENT.** This agreement (these terms and conditions and any other **OnStar** documents incorporated in them) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by **OnStar**. Amendments of which we give notice and post to the **OnStar** website at www.onstar.com will be deemed a writing signed by **OnStar**. If any part of this agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable, except that if a court or arbitrator refuses to enforce the waiver of class arbitration in the arbitration clause for any particular dispute between us, the entire arbitration clause will be void and unenforceable as to that particular dispute. Even after this agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it's been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULDN'T OTHERWISE QUALIFY. THIS WON'T BE A WAIVER OR REQUIRE US TO DO

SO AGAIN. YOU AGREE WE WON'T BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE. ©2010 **OnStar**. All rights reserved.