

OnStar Europe

User Terms

Version date: 2016

Welcome to OnStar! OnStar Europe Ltd. ("OnStar") offers you support, vehicle information and connectivity in your car including:

- Automatic Crash Response
- Emergency Service (SOS) Button
- Wi-Fi HotSpot with 4G LTE (access provided by a third party carrier and subject to local availability and subscription to a data plan)
- Vehicle Diagnostics
- Dealer Maintenance Notifications
- Smartphone App
- Theft Alert Notification
- Stolen Vehicle Assistance

(collectively, the "OnStar Services").

Please read these User Terms carefully. They govern your purchase and use of OnStar Services. To find out more about how the OnStar Services work, please click on the following link: <http://www.opel.ie/onstar/onstar.html> or see the Owner Manual.

OnStar Europe Ltd. is a subsidiary of General Motors Holdings LLC ("GM"), 300 Renaissance Drive, Detroit, Michigan 48243 USA. We share information with GM and its subsidiaries and affiliates, including but not limited to General Motors UK Limited ("Vauxhall"), Adam Opel AG ("Opel"), and OnStar LLC (collectively, the "GM group of companies").

1. YOUR RELATIONSHIP WITH ONSTAR

- OnStar is delighted to provide you with a diverse range of in-car services. The OnStar Services encompass a suite of services, some of which may be provided by companies outside the GM group of companies.
- 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.
- Emergency services are provided to you by the relevant public emergency services (e.g. fire, ambulance, police etc.). OnStar works hard to ensure you are connected to the emergency services in the event of an emergency.
- OnStar Services may include, subject to local availability, access to a Wi-Fi HotSpot functionality. You must maintain active OnStar Services in order to

receive Wi-Fi HotSpot services. If you purchase Wi-Fi services, these services are however not provided by OnStar. Rather, OnStar works with mobile network operators in your country who provide these services.

- Whilst OnStar is expanding its service coverage area all the time, there are some countries where some of the OnStar Services may not be available. Further details regarding the OnStar Services coverage area can be found at the following link: <http://www.opel.ie/onstar/onstar.html>
- Certain OnStar Services are limited by matters outside OnStar's control, may not be available in certain countries or locations, and may change from time to time.
- You must let us know when you sell or transfer your vehicle **so we can discontinue your OnStar Services for that vehicle and so we can cease charging you for those services.**

2. SUPPORT

If you are in an accident or other emergency, a trained advisor can help you get assistance. Click on the following link: <http://www.opel.ie/onstar/onstar.html> to learn more.

You remain responsible for exercising discretion and obeying all traffic and safety regulations. Your vehicle, any connected devices and the OnStar Services themselves may be accessed and used only when you can safely operate them. This includes, in the case of emergency, the decision whether to remain in the car.

OnStar takes great care to ensure availability of the OnStar Services. However, OnStar cannot guarantee that the OnStar Services will always be available. Please note the Service Limitations below.

OnStar will endeavour to provide the OnStar Services with reasonable skill and care. Otherwise, OnStar Services are provided as is.

3. PRIVACY

OnStar takes your privacy seriously. Read our Privacy Statement to find out how we use your personal data to provide the OnStar Services.

In order to provide you with some of the OnStar Services, our systems will collect, subject to your prior consent, and use your vehicle location. If you consented to the collection of your vehicle location data but no longer want your vehicle location to be used for the OnStar Services, you can turn this function off by pushing the Privacy Button. This will result in certain OnStar Services being unavailable. See your Owner Manual for further details.

Important: In the event of an emergency, our systems will automatically collect and provide the location of your vehicle to the public emergency assistance point (112 or 999) if you subscribe to OnStar Services, even if location collection is switched off. Do not subscribe to OnStar Services if you do not want to have your location collected and provided in this manner.

Emergency means:

- you pushed the SOS or Service button and confirmed an emergency to the OnStar advisor; or
- you pushed the SOS button and have not responded at all to the OnStar advisor; or
- the vehicle has detected an Automatic Crash Response event.

Important: In the event of an emergency, the call between you and the OnStar advisor will be recorded. You hereby consent to such recordings being made. Do not subscribe to OnStar Services if you do not want your calls recorded in emergency situations.

4. SERVICE LIMITATIONS

4.1 Range. OnStar Services are provided in a number of European countries. Click on the following link: <http://www.opel.ie/onstar/onstar.html> for a current list of countries in which the OnStar Services are available. If you travel to other countries, OnStar Services may be limited or unavailable. For emergencies in other countries, our advisors will try to help you, but some of the OnStar Services may not be available in those countries. For example, OnStar may not have relationships with the public emergency service providers in those countries.

4.2 Mobile network. The OnStar Services rely on wireless communication networks and satellite positioning systems. These networks and systems are operated by third parties. OnStar cannot guarantee that they will be available in all locations and at all times. In particular, service may be interrupted in remote or enclosed areas. Also, such networks and systems are subject to technological change and development. The system installed in your vehicle may not always be or remain compatible with the third party networks and systems.

4.3 Electrical system of your car. Your vehicle must have a working electrical system (including adequate battery power) for the OnStar Services to operate. In order to conserve battery life, certain OnStar Services and functionality will become temporarily unavailable if you do not start your vehicle's engine for 10 consecutive days. Availability of these OnStar Services and functions will be automatically restored the next time you start your vehicle's engine. Please see the Owner Manual for further details.

4.4 Maintenance downtime. We may be required from time to time to suspend or limit your access to, or use of, the OnStar Services to address system problems, issues with your account, or other issues that may impact the performance, enjoyment, or security of the OnStar Services.

4.5 Destination data. The data describing a navigation destination is based on the most current map information available to us, but the information may still 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 travelled are residential, commercial, or mixed and do not factor in traffic conditions or the availability of public or private goods and services. Be sure to carefully observe local conditions when using navigation services.

4.6 Diagnostic data. The vehicle diagnostic data we provide is limited to specific information that can be obtained remotely from the vehicle, currently oil life, tyre pressure, mileage, fuel status, and information about the airbag, stability control, engine and transmission, emissions, and antilock brakes.

Important : Diagnostic data is limited and is intended to be used in addition to and not as a substitute for performing manual checks of your vehicle. We do not promise to detect all vehicle conditions and it is your responsibility to monitor and maintain your car in accordance with applicable laws and regulations.

4.7 *Other.* OnStar Services may be hampered if your vehicle is not in good working order, has been damaged or modified, or by impediments such as hills, tall buildings, tunnels, weather, damage to important parts of your vehicle in an accident, wireless or electrical network failure, congestion or jamming.

Important: We and the network and system operators do not promise uninterrupted availability of the OnStar Services.

5. PAYMENTS

5.1 *Free trial period.* Where you are eligible for a free trial, your payments for the OnStar Services will not begin until your free trial period has expired.

5.2 *Subscription fee.* After your free trial period, your subscription to the OnStar Services will be subject to the monthly subscription fee (which includes VAT) indicated on the order page when you accept these User Terms. You must provide a payment method (currently credit card, PayPal and SEPA bank transfer are accepted; other payment methods may become available) upon signup. The subscription fee will be charged via the provided payment method in advance on a monthly basis.

5.3 Non-payment. If we do not receive payment we may suspend provision of the OnStar Services until you have paid us the outstanding amounts. We will not suspend the OnStar Services where you dispute an invoice.

6. FLEET VEHICLES

6.1 These User Terms also apply if you are the owner, manager, or user of a fleet that uses any of the OnStar 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.

Important : You (as fleet owner, manager or user of a vehicle, allowing other individuals to drive it) are responsible for informing fleet drivers that OnStar Services are active, and for obtaining any necessary legal consents from such drivers that may be required under your local laws.

6.2 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 these User Terms and, as appropriate, the term "OnStar Services" in these User Terms shall be read as encompassing those services. 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.

7. LIMITATION OF LIABILITY

OnStar does not promise that the OnStar Services will be uninterrupted or error-free. Any liability on the part of OnStar for damages or wasted expenditures howsoever caused shall, irrespective of its legal basis, be limited to the extent permitted by applicable law to the amount of the foreseeable damages typical for this type of contract due to a breach of contractual obligations.

None of the limitations of liability contained in this section or elsewhere in these User Terms shall apply to any liability for breach of statutory implied terms or any liability which cannot be limited as a matter of applicable law, in particular liability for personal injury or death caused by negligence, fraud, or wilful misconduct. You acknowledge that the benefits you get from these User Terms and

the OnStar Services are, in part, in exchange for the limitations of liability set out in these User Terms.

You are obliged to take all reasonable measures to mitigate, avert and reduce damages.

Important : You are responsible for taking all reasonable steps to protect your account access codes (such as password, PIN, and answers to security questions). Store these in a safe location and do not share them with others.

8. INDEMNITY

Subject to local law, you shall hold harmless and indemnify OnStar, its subsidiaries, affiliates, licensors, and contractors as well as their respective employees, officers, directors, and agents (collectively “OnStar Persons”) from and against any and all liabilities, losses, damages, 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) that relates to: (i) your breach of these User Terms or applicable laws; or (ii) the inaccuracy or untruthfulness of any representation or warranty that you made in connection with the OnStar Services or under these User Terms. This indemnification obligation shall not apply if you did not act culpably and are not otherwise responsible for the liabilities, losses, damages, claims, penalties, interest, additional taxes, demands or expenses.

Important : You are responsible for keeping the information provided to OnStar up to date. Notify us promptly of any change in vehicle ownership or your contact or payment details.

9. TERM AND TERMINATION

9.1 Commencement. **The term of these User Terms shall commence on the date of your acceptance of these User Terms and shall continue in force until terminated by either you or OnStar.**

9.2 Term. Your subscription will automatically renew on a monthly basis until you terminate it. To terminate the OnStar Services and your agreement with OnStar, you may do so at any time by calling us in your country, or by pressing the Service button in your vehicle and informing the advisor that you want to cancel the OnStar Services. You must notify us if you sell or transfer your vehicle **so we may terminate OnStar Services for that vehicle, and so that we may cease charging you for those services.**Local numbers:

Pay: +44 2037880788

9.3 Reactivation of the OnStar Services. If you cancel OnStar Services, and later wish to reactivate the OnStar Services, you may be required to pay reactivation fees. You can also call us or press the Service button in your vehicle at any time to get instructions on how to disable the OnStar systems in your vehicle.

9.4 In case OnStar decides to terminate these User Terms at any time, we will notify you thirty (30) days in advance of the termination date. However, either you or we can terminate these User Terms at any time without a notice period being necessary if the other party breaches any material obligation of these User Terms, including in particular by engaging in, encouraging, or participating in any unlawful or fraudulent conduct in relation to any of the OnStar Services, or by not paying fees when due.

9.5 All provisions of these User Terms which by their nature survive expiration or termination shall survive termination or expiration of these User Terms.

10. NO UNLAWFUL USE

OnStar Services are for lawful use only. By accepting these User Terms, you agree that:

- you will fully comply with these User Terms;
- you will provide us with true and accurate contact and payment details;
- you will notify OnStar promptly of any changes in your contact or payment details;
- you will access the OnStar Services only through your established account;
- you will not use the OnStar Services for any unlawful purpose or to harass any person,
- you will be responsible for all of your costs and expenses, including taxes, incurred in connection with your use of the OnStar Services and any activities that you undertake in connection with the OnStar Services or with these User Terms in any way;
- you will not tamper with or attempt to breach any security measures of the OnStar Services;
- you will not remove, modify, or obscure any copyright notices, trademarks, or other proprietary rights notices.

11. SOFTWARE UPDATES

11.1 Software Updates. The OnStar Services 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 deliver Software updates or changes to your vehicle, where necessary without any further notice or consent (except that OnStar shall, where possible, notify you in advance

of any Software updates or changes which may alter the vehicle's driving functionality, or affect or erase data that you have stored in your vehicle). For example (and without limitation), 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 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 and you should make sure your data is backed up at all times. These User Terms will govern any updates or other changes we make to the Software.

11.2 Removal. Unless otherwise provided in these User Terms we may remove or discontinue operation of parts of the Software without advance notice. For example, this may occur as a result of our efforts to refine or improve the OnStar Services, to address performance degradation or to address changes in regulatory requirements. Please contact OnStar if you notice any problems with the OnStar Services following a Software update.

12. GENERAL

12.1 Assignment. You may not assign these User Terms (or any portion thereof) without OnStar's written consent and any attempted assignment without OnStar's written consent shall be null and void. OnStar may assign these User Terms.

12.2 Severability. If any term or provision of these User Terms, 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 these User Terms, and the remaining provisions of these User Terms 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 these User Terms shall be valid and enforceable to the extent permitted by law and unless prohibited by law.

12.3 No waiver. No consent 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.

12.4 Relationship. Nothing contained in these User Terms shall be construed to make either you or OnStar partners, joint ventures, principals, agents, or employees of the other. Neither party shall have any right, power or authority, express or implied, to bind the other.

12.5 References and Headings. In these User Terms, the article and section headings are for convenience of reference only and will not be considered in the

interpretation of these User Terms. Examples given in these User Terms, which may be preceded by "including," "for example," "such as," or similar language, are solely intended to be illustrative and are not limitative.

12.6 Intellectual Property. To the extent permitted by law, the OnStar Services and Software are protected by 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, decompile or reverse engineer (except as expressly set out herein) or claim any right in any aspect of the OnStar Services or Software, including the content, text, images, audio, and video without OnStar's express, prior written permission.

12.7 Other Users . These User Terms apply to all users of your vehicle. You are responsible and liable for all activities of users of your vehicle, including all access to or use of the Services.

12.8 Third Party Services . If you use services provided by third parties, 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. We will not be liable in any way in connection with your use of services provided by third parties.

12.9 Governing Law. These User Terms and all non-contractual disputes related to it shall be governed by the laws of Ireland.

12.10 Entire Agreement. These User Terms contain all the terms agreed between the parties regarding the OnStar Services and supersedes and replaces any prior agreement, understanding or arrangement between you and OnStar, whether oral or in writing. The parties acknowledge that no other representations, undertakings, understandings, promises or agreements between the parties relative to the OnStar Services exist or have been relied upon.

Contact

You can contact us at OnStar Europe Limited, Griffin House, UK1-101-135, Osborne Road, Luton, United Kingdom, LU1 3YT, Companies House number 8582207, VAT number GB170 0812 43, e-mail: europe@onstar.com.

Local freephone	1800800001
Charged at local rate	014073388
International freephone	80080022334

Unless you tell us otherwise, we will send notices to you at the contact details you provide and such notices shall be deemed received by you. You may change your e-mail address for notification purposes at any time by contacting us at the phone number or email address above.