

User Terms for Connected Vehicle Services

[v.1 2017]

These User Terms are between You and OnStar Europe Limited and its affiliates ("**OnStar**" or "**us**" or "**we**"). They apply to Your use of the services we make available to You from time to time as further described in Section 4 and on the Website, and excludes services provided by third party network providers, Wireless Service Providers and other Third Party Services (the "**Services**"). Capitalized terms are defined in Section 3 below.

By immediately accessing the Services, You agree that you will not have a right of withdrawal within the fourteen (14) days of the conclusion of the Agreement.

Summary

When You accept these 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 this Agreement;
- If others use the Services through Your user account, Connected Device 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 this Agreement;
- Where available, Apps, live-mapping and other services (including hotel booking and parking services where offered) are provided by third parties, not OnStar, unless expressly stated otherwise. If You install or use third party Apps and services, the terms and conditions (including fair use policies) and privacy policy of that third party apply. OnStar and Your Vehicle Provider are not responsible for third party Apps and services. App, mapping and navigation features are subject to change and may be discontinued in part or in whole at any time.
- OnStar connected car services are not available in all countries, See the Website for details.
- To use the Wi-Fi HotSpot in Your Vehicle, You must purchase a data package from a designated third-party Wireless Service Provider and have an active OnStar Services subscription. Data packages are not available in all countries. To enable this functionality in Your Vehicle (where available), You must accept the terms and conditions of the Wireless Service Provider. For details, contact an OnStar advisor.
- We may suspend or discontinue Your access to some or all of the Services in the circumstances set out in these User Terms;

- We may access, modify, or update the software used to deliver the Services. In certain circumstances (e.g. where an update is required to address a safety or security issue with the Software used to provide the Services) we or Your Vehicle Provider may access, modify, or update such software without obtaining additional notice or consent from You;
- You will notify us when You want to cancel any Services or when You plan to sell or dispose of Your Vehicle by pressing the blue OnStar button in Your Vehicle or by contacting us at onstar.europe@onstar.com and You must stop using the Services for that Vehicle;
- Not all Services will work on all vehicles, web browsers or mobile phone devices or tablets (contact an OnStar Advisor for further details);
- We have certain rights to use and share the information You provide to us in connection with the Services. That information will be handled by us in accordance with our Privacy Statement;
- The Services are provided "AS IS" and are limited by matters outside our control. Unless expressly provided in these User Terms or required by law, we make no representations or warranties about the Services or their availability;
- We may modify this Agreement from time to time and we will give You notice of any material changes. Your continued access or use of the Services indicates You accept the modified Agreement. If You do not agree with any modification, then you can terminate this Agreement and stop using the Services;
- Your use of the Services is governed by this Agreement as defined below;
- Your use of certain services may require that You provide certain information to OnStar or a third party to verify Your identity before service activation or within a certain period of time after activation;
- OnStar is constantly changing and improving the Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether;
- You can stop using the Services at any time. OnStar may also stop providing the Services to You, or add or create new limits to the Services at any time;
- You may not resell any of the Services; and
- **If You receive the Services on a free-trial basis, those Services will stop automatically without further notice at the end of the trial period, unless You elect to continue the Services and agree to pay the associated fees.**

User Terms

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

Terms and the other terms, policies, guidelines, and processes they refer to (collectively, this "**Agreement**") which include:

- these User Terms;
- the License (as set forth in the Appendix to these User Terms); and
- other terms, guidelines, policies, or procedures that we communicate to You.

The term of this Agreement shall commence on the date You accept this Agreement and shall continue in force until it expires or is terminated by either You or us. If You do not agree with any of these terms, then You should decline these User Terms. Some Services may be subject to additional terms which You may be asked to accept separately. You are not permitted to access or use any of the Services if You do not accept this Agreement.

2. Safety. You must obey all laws (including traffic rules, and traffic regulations governing the operation of Your Vehicle and use of Your Connected Device(s) relevant to Your use of the Services, 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 (including traffic rules, and traffic regulations where applicable) 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. For safety reasons, some features and functionality of the Services are not available during the operation of Your Vehicle or Connected Device. If You purchase a Wi-Fi data package, the OnStar Services (including emergency response) may be temporarily interrupted during the activation process. Please follow instructions and ensure Your Vehicle is safely parked if this occurs. You will ensure that others who use the Services through Your user account, Vehicle or Connected Device will comply with this Section 2 at all times when using the Services.

3. Some Definitions.

- "**Agreement**" is defined in Section 1;
- "**Connected Device**" means a device compatible with the Systems or Services 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 in connection with the Services;
- "**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;
- **"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, including Your Vehicle Provider;
- **"Trademarks"** is defined in Section 23;
- **"Vehicle"** means a automotive vehicle through which we make the Services available;
- **"Vehicle Provider"** means the manufacturer, distributor and/or seller of Your Vehicle and each of their affiliates;
- **"Website"** means the website(s) located at www.opel.com/onstar/onstar.html;
- **"Wireless Service Providers"** means third parties that may provide you with data packages, as further described in Section 4; and
- **"You"** and **"Your"** means each person accessing or using the Services.

4. Service Details. This Agreement governs Your use of the Services. Further information about the Services (including service descriptions and instructions for Service setup) can be found on the Website. This Agreement governs all updates, upgrades, modifications or new versions, any code, text, images, audio, video and other content or material embedded or otherwise contained in or with the Services.

Here are some highlights of Services that may be available to You depending on Your Vehicle type, the Services offered in Your country and the Services You elect to receive:

- **OnStar Services:** OnStar connected car services may be offered to You on a paid subscription basis or free as part of a trial period if this is offered in Your country.
- **Infotainment:** Depending on Your Vehicle, the Services may include infotainment features, such as the ability to access Apps and other features from Your Vehicle. Apps and other features may require that You accept third party terms and conditions and privacy statements in order to use them.

- **Vehicle Health Monitoring:** Services may be available for Your Vehicle that collect data from Your Vehicle systems and provide You and/or Your dealer with diagnostic and prognostic notifications. These Services do not report all conditions that may affect the operation of Your Vehicle. This data is limited and is intended to be used in addition to and not as a substitute for performing manual checks of Your Vehicle. It is Your responsibility to monitor and maintain Your Vehicle in accordance with applicable laws and regulations.
- **Apps:** Software applications that may be available to You for download and/or use, including services offered through those applications and updates or upgrades to those applications (collectively referred to as “**Apps**”). Apps are provided by third parties, not OnStar, unless expressly stated otherwise when You download them. Access and use of each App is subject to any additional terms and conditions and privacy statements presented when You access or use the App. Please refer to each App for details on the specific features and services that are available through that App. In the absence of such additional terms, the End User License Agreement (the “**License**”) set forth in the attachment to these User Terms will apply. OnStar is not responsible for third party Apps. App features are subject to change. Apps in the Vehicle’s “AppShop”, if available, can be downloaded free of charge unless expressly stated otherwise. However, You are responsible for all mobile network charges associated with the download or use of any Apps. Apps may be subject to fair use restrictions, and abusive or excessive use of the App may result in the App being made no longer available.

In addition (i.e. not as part of the Services), You may, where available, be offered data packages or other services from a designated Wireless Service Provider in Your country. Your use of data packages provided by a Wireless Service Provider in Your country will be governed by separate terms and conditions and be subject to the privacy policy and fair use policy given to You by that Wireless Service Provider.

Some services require an active OnStar subscription. If You do not have an active OnStar account, You may not purchase WiFi data packages. If You deactivate Your OnStar device, You cannot purchase or use data packages. If Your OnStar Services terminate, any existing data packages will cease to be available.

We do not guarantee that all services will be available to You in Your language. In rare cases where an advisor is unable to speak to You in Your language we may have to fall back to English.

Failure to provide information or the provision of incomplete or inaccurate information may result in some or all services being suspended or terminated. This applies in particular to data packages supplied by Wireless Service Providers for which local laws may prevent anonymous use. To obtain data packages from the Wireless Service Provider, paid or free-trial, for example, you may be required to present an official photo identity document in a face-to-face or video identification session, or 3DS credit card authorization. These laws and carrier requirements vary by country and are subject to change.

5. Payment. If You have chosen a paid-for Service and if You have a credit or debit card or similar payment method on file with us, You will be notified of any recurring payments during the sign-up process. Applicable fees for the Services, if any, must be paid in advance. All fees stated in the payment process will be inclusive of VAT or other applicable sales taxes unless otherwise stated. Not all payment methods may be available and some may require specific security features such as 3DS. The price of Your Services may change over time, and we will use the rates then in effect for the applicable payment period for those charges. You will be notified of any price increase applicable to Services You are paying for, so that You can cancel the Service if You do not wish to pay the higher price. If we do not receive payment we may suspend provision of the Services until You have paid us the outstanding amounts.

Installation and the use of the Services on Connected Devices, as well as automatic updates thereof, may result in fees charged by Your mobile network carrier. Such fees may be higher if used abroad. However, You are responsible for all mobile network charges.

If You receive the Services on a free-trial basis, those Services will stop automatically without further notice at the end of the trial period, unless You elect to continue the Services and agree to pay the associated fees. If You elect to continue the Services and agree to pay the associated fees, we will automatically charge those fees from the date the free trial ends to the payment method associated with Your account.

6. Your Right to Cancel the Services. This Agreement applies from the date of Your acceptance until Your chosen price plan ends or the Services are cancelled or terminated by You or us as permitted in this Agreement. You may cancel the Services depending on the price plan You have chosen. To cancel the Services, You may call us on the telephone number listed for Your country on the Website or, if You are an OnStar subscriber, You may press the blue OnStar button in Your Vehicle and inform the advisor that You want to cancel the relevant Services. You must also contact us in this manner if You wish to sell or transfer Your Vehicle. Where You have paid for a Service, You may be entitled to be reimbursed for some or all of the amount You previously paid depending upon when you cancel. Please read the applicable cancellation policy at the time of purchase. If You are an OnStar subscriber, 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 connected Services provided through Your Vehicle or Connected Device.

Independently of Your contract duration, You can have the connected Services deactivated at any time. For instructions, call us or press the blue OnStar button in Your Vehicle. If You later wish to reactivate the Services, You may be required to pay a reactivation fee.

7. Our Right to Terminate the Services. 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 them 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. Upon termination or expiration of this Agreement, You must immediately 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. Where You have paid for a Service, You may be entitled to be reimbursed for some or all of the amount You previously paid depending on when this Agreement is terminated.

9. Duty to Notify OnStar Upon Sale or Transfer of Vehicle. If You are an OnStar subscriber, You must notify us if You plan to sell or transfer 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 on the telephone number listed for Your country on the Website or press the blue OnStar button in Your Vehicle and inform the advisor of Your plans. Where You use Services and Apps which may store data locally in the Infotainment system in Your Vehicle, it is Your responsibility to delete these Apps and data before You sell or transfer Your Vehicle.

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 the terms of 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. Your Fleet manager may restrict certain Services and may choose to provide OnStar for a limited time only or not at all. Your free trial period may be tied to Your Fleet relationship. 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. You (if You are a Fleet owner, or manager) are responsible for informing Fleet drivers that Services are active and that any driver information provided as part of the enrolment process will be visible to both Fleet owner and manager, and for obtaining any necessary legal consents from such drivers that may be required under the laws of Your country. You must also notify all drivers if OnStar Services are not available to them/they are not permitted to purchase, of expiry of any trial and/or non-renewal of service.

11. Modification to Agreement. We may modify this Agreement from time to time. We will give You notice of any material changes. If You do not agree with any modification, then You may terminate this Agreement and stop using the Services. Your continued access or use of any of the Services indicates Your acceptance to the modified Agreement. If the monthly or annual payment changes in the future You will be notified of any price increase so that You can cancel the Services before the change takes effect.

12. Eligibility. By accepting this Agreement or using the Services, You confirm that You (a) have reached the age of majority in Your jurisdiction of residence and have full legal capacity to enter into binding contracts, or (b) are at least 13 years of age and possess legal parental or guardian consent and are fully able and competent to enter into and abide by this Agreement. 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 this Agreement.

13. No Use of the Services by 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 permit registration by,

and do not knowingly collect any information from, children under the age of 13. If You are a parent or guardian of a child under the age of 13, You must not allow them to use, or consent to their registration to use, any of the Services.

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, and update that information so it remains accurate and complete;
- be solely responsible for Your account activity (including the activity of any other person who You allow to use Your account);
- 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 (and that of other users pursuant to Section 16) or Your use in connection with a Fleet as permitted in this Agreement. 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 that are available in each country are listed on the Website. Please note that not all Services are available on all vehicle model types or in every country. Some Services rely on wireless communication networks and the Global Positioning System ("**GPS**") satellite network. Not all Services are available everywhere at all times. The area You are driving in may affect the Services that we can provide to You, including routing Services.

15.2 Some Services may only work in places where we have retained a third party network provider for Service in that area and only if the third party network 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 only work if GPS satellite signals are unobstructed, available in that place and compatible with Your Vehicle systems or Connected Device's. Also, the networks and systems of third party network providers are subject to technological change and development. Your Connected Device may not always be or remain compatible with the third party networks and systems or the Services themselves. OnStar does not provide You with any network connectivity. Such connectivity is provided by a third party network provider.

15.3 Your Vehicle and Connected Device must have a working electrical system (including adequate battery power) for the 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.

15.4 The Services may not work if:

- equipment on Your Vehicle or Software on Your Connected Device is not properly installed;
- You have not maintained the equipment or Your Connected Device or 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 Connected Device or Vehicle (such as plugging devices into the Vehicle electrical system or diagnostic port);
- Your Connected Device or Vehicle is not compatible with the Services or the wireless service and technology provided by our third party network providers (this wireless service and technology is subject to change); or
- other problems arise that we cannot control that interfere with the delivery or quality of the Services, such as hills, tall buildings, tunnels, weather, damage to important parts of your Vehicle in an accident or wireless phone network congestion or jamming.

15.5 We 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, labor shortages or difficulties - regardless of cause-or equipment failures including Internet, computer, telecommunication or other equipment failures). We do not promise uninterrupted availability of the Services.

15.6 Any 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 that make up this Agreement, including our Privacy Statement, before using the Services. If You use Third Party Services, You acknowledge that the applicable terms of service and privacy statement made available by that third party are an agreement solely between You and that third party, and not between You and us. We are not responsible for the terms of service made available by such third party, including any third party network provider and/or Wireless Service Provider, and we have no obligations or liabilities under those terms of service.

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.

15.9 The Vehicle diagnostic data we provide as part of some of the Services is limited to specific information that can be obtained remotely from the Vehicle. Even though we are constantly updating the suite of diagnostic data available as well as the range of notifications from which You can choose, 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 Vehicle in accordance with applicable laws and regulations. Not all diagnostic features are available in all vehicles.

16. Other Users. This Agreement applies to all users of Your Connected Device or Vehicle. You are responsible and liable for all activities of users of Your Connected Device or Vehicle, 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 or Vehicle 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 or Vehicle comply with the applicable terms of this Agreement.

17. Software Updates; Suspension or Removal of the Services. You consent to OnStar and Your Vehicle Provider accessing the systems associated with Your Connected Device and Your Vehicle (the "**Systems**") for the following purposes:

- **Software Updates.** Your Systems involve software, data, Apps and related settings that OnStar or Your Vehicle Provider or Connected Device manufacturer makes available to You (collectively, "**Software**"). The Software is licensed, not sold to You, and may need to be updated or changed

from time to time. You agree that OnStar may remotely deliver certain essential Software updates or changes to Your Connected Device or 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 or Connected Device or ensure that the Services can be delivered to You. We will, where possible, give You advanced notice of essential software updates and we will request Your consent in advance of applying non-essential software updates. OnStar may also remotely deliver Software updates or changes to Your Connected Device or Vehicle as required by Your Vehicle Provider. Software updates or changes may affect or erase data that You have stored in Your Connected Device or 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. Our third party network provider and Wireless Service Providers will not deliver software updates to Your Connected Device or Vehicle and You should make sure Your data is backed up at all times;

- 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 any of the Services. 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. You will be given notice of any such step and any unused, pre-paid sums will be refunded to You;
- Cybersecurity. As part of the Services, for cybersecurity purposes, You agree that we may monitor Systems in Your Connected Device or Vehicle, and information within those Systems, and that we may operate defensive measures for those Systems in order to protect those Systems and Your rights;
- 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 Connected Device or Vehicle or the Services or Systems (a "**Permitted User**") on behalf of You, the Connected Device or 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. However, You agree that in any case, we may access, modify or update the Software for safety or security reasons without additional notice or 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 fully comply with this Agreement and any third party App provider's terms;
- You will provide us and any App provider 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 notify us promptly of any changes to Your contact details;
- You will not use the Services or any App to transmit or send any information or data which You do not have the right to transmit or send;
- You will not resell the Services;
- 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 proprietary 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. Subject to local law, 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, third party network provider, Wireless Service Providers, and contractors as well as their respective employees, officers, directors,

and agents (collectively " OnStar **Persons**") and hold OnStar Persons harmless 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; (iv) arising out of any activities of anyone other than You in connection with the Services conducted through Your account; (v) 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. This indemnification obligation shall not apply if You did not act culpably and are not otherwise responsible for the losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands, and expenses, including reasonable legal fees and expenses.

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 our 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, to comply with any court order, or as permitted in the Privacy Statement.

21. Intellectual Property. The Services and Software are protected by international copyright laws and may be subject to other intellectual property protections, including patent and trademark rights. Unless permitted by law, 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 or another party (in each case, the “**Complaining Party**”) believe any content or any other aspect of the Services or Software infringe the Complaining Party’s copyright, the Complaining Party should send written notice of copyright infringement to our designated copyright agent at the address given below. This notice must include 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 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: 00-1-313-667-3544
E-mail: Copyright@gm.com

Any other feedback, comments, requests for technical support, and other communications should be directed to OnStar via the contact information provided in the "Questions" section at the end of this Agreement.

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, Your Vehicle Provider 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 or Your Vehicle Provider'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 law and regulation applicable in Your country. You also agree that You will not use the Services for any purposes prohibited by law, including 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, unless otherwise provided in the 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. 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 Connected Device and Vehicle. The OnStar Privacy Statement ("**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, which may be modified in the same way as this Agreement. If You sell, transfer, lease or dispose 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.

The collection, processing and storage of any data You provide within an App, or which is passed directly by Your Connected Device to the App, is governed by the App provider's terms and privacy statement. Please read the App provider's terms and privacy statement carefully. You will be asked to accept them before installing the App. OnStar is not responsible for use of Your data by a third party App provider. If

You input another person's data into an App, such as a telephone number, You must obtain that person's consent beforehand.

If You have active OnStar Services, please note that the Privacy Button may not mask Your location for Apps.

If You sell, transfer or otherwise dispose of Your Connected Device, You are solely responsible for deleting Your AppShop account and any Apps which use Your personal data.

27. No Warranty by OnStar or Vehicle Provider.

27.1 OnStar and Your Vehicle Provider 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.

27.2 To the extent permitted by applicable law, OnStar and Your Vehicle Provider do not warrant the operation, performance, or availability of the Services, or any of OnStar's or Your Vehicle Provider's performance or procedures in connection with the Services or this Agreement. To the extent permitted by applicable law, OnStar and Your Vehicle Provider do 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 and Your Vehicle Provider do 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 Your Vehicle Provider make no representations that the Services will be free from loss, interruption, corruption, attack, viruses, interference, hacking or other security intrusion, and OnStar and Your Vehicle Provider disclaim any liability relating thereto. OnStar and Your Provider 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 Your Vehicle Provider 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 the emergency service, or other technical defect, whether human or technical in nature.

27.5 OnStar and Your Vehicle Provider do 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 and Your Vehicle Provider's warranties shall be limited to the extent permitted by law.

27.7 Limitations of Liability. Any liability on the part of OnStar or Your Vehicle Provider 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 this Agreement 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 this Agreement are, in part, in exchange for the limitations of liability set out in this Agreement.

OnStar will not be liable in any way in connection with any Third Party Services including those offered by Your Vehicle Provider.

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

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 and do not recommend or endorse any 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 addressed and delivered to the customer service contact information on the Website. 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 us by e-mail or physical 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. 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. If You are a consumer, this Agreement and all non-contractual obligations related to it shall be interpreted in accordance with and governed by the laws of the country where You live. If You are not a consumer, this Agreement and all non-contractual obligations related to it shall be interpreted in accordance with and governed by the laws of England.

28.9 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.

28.10 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 us at any time by pressing the blue OnStar button in Your OnStar equipped Vehicle, calling us on the telephone number listed for Your country the Website, emailing us at onstar.europe@onstar.com, or as otherwise provided online on the Website.

Appendix to User Terms Standard End User License for Apps

This Standard End User License (“**License**”) applies to each App that You access or use in Your Vehicle or Connected Device. Capitalized terms, if not defined in this License, are defined in the User Terms. If an App is provided by OnStar then references to “Provider” in this license means OnStar. If the App is provided by a third party as identified to You when You access the App, then references to “Provider” in this License means the third party identified to You at the time of download. The Provider may present additional terms to You when You access or use an App. In that case, those additional terms apply in place of the terms of this License, and this License will cease to apply to Your access or use of the App. If You do not agree to this License, You must uninstall and not use the Apps.

1. **License.** Provider is the owner or licensor of all right, title and interest in and to the App including, without limitation, any content, graphics, audiovisual files, processes, and code, along with all intellectual property rights in the App. Subject to Your compliance with this License, Provider grants You a limited, personal, noncommercial (unless a permitted use in connection with Fleet Vehicles), non-transferable, non-sublicensable, revocable, non-exclusive license to install and use the App solely in object code form for its intended purpose as described in this License and within the App on Your Connected Device during the Term (as defined in Section 6 below) of the License. You agree to abide by this License in Your installation and use of the App. The App is licensed to You but not sold to You.

2. **Provider Updates, Modifications and Deletions.** From time to time, Provider or OnStar may remotely update, upgrade, modify, or delete the App for certain reasons, including, without limitation, to enhance App or system functionality or stability or to address potential safety or security concerns. You agree that Provider or OnStar may at any time automatically update, upgrade, modify, delete, or stop supporting the App, or cause the App to be removed automatically from Your Connected Device during synchronization with Your account. If the App is updated, upgraded or modified, whether to enhance or correct features or functionality, then this License shall apply to the updates, upgrades and modifications in addition to any other terms that are presented to You in connection with the update, upgrade or modification. Neither the Provider nor OnStar has any obligation to provide any customer support for the App or for the use of the application services.

3. **Effect of Apps on Connected Devices.** You understand that the download, operation and/or use of App(s) may: (i) have an unintended or adverse effect on the Connected Device, any system or software operating in or with the Connected Device, and/or one or more other Apps, (ii) result in a modification or change to the Connected Device, any system or software operating in or with the Connected Device, one or more other Apps, and/or the functionality of any one or more of the foregoing; and/or (iii) render all or a portion of the Connected Device, any system or software operating in or with the Connected Device, and/or one or more other Apps inaccessible or unusable. You understand and agree that the download, operation and use of Apps is at Your own risk and is Your own responsibility, and that Provider has no obligation to provide customer support for the App or with regard to any effect it may have on the Connected Device, any system or software operating in or with the Connected Device, and/or one or more other Apps.

4. **No reverse engineering; re-distribution or security circumvention.** You agree not to reverse engineer, disassemble, use in a compilation, decompile, repurpose, distribute, resell or modify the App. You may only copy the App for purposes of transferring the App to Your Connected Device and operating

the App on Your Connected Device. You may not re-distribute the App to other people that do not use Your Connected Device or Vehicle. You agree to abide by and will not circumvent any security means or access control technology included in or with the App.

5. **Open Source.** If the App includes any Open Source Software, then Your rights and responsibilities with respect to the Open Source Software shall be governed according to the terms of the applicable Open Source License. "Open Source Software" means software made available to others under the terms of an Open Source License; "Open Source License" means a software license that includes, but is not limited to, terms that: (a) permit distribution or redistribution of the software, including free of charge and for sale, by others without royalty or fee and allows for such distribution/redistribution to include source code and compiled code; (b) permits modifications, compilations, and derived works be created from the software and be distributed under the same terms as the original software; or (c) attach to the software and applies to all persons, entities, groups, organizations and institutions (the "Recipients") to whom the software is distributed and/or who redistribute the software without the need for the Recipients to execute or otherwise acquire an additional license.

6. **Term.** This License shall continue until terminated by You or Provider or You cease use of the App (the "Term"). You may terminate this License at any time by uninstalling the App. This License shall terminate automatically at any time upon breach by You of any of the terms of this License and in such event You will cease all use of the App.

7. **Service terms and Web Site Terms apply.** If You use the App to access or use any service, then You agree to abide by the applicable terms of the service and warrant that You will do so. If You use the App to access or use any web site, then You agree to abide by the applicable terms of the web site and warrant that You shall do so.

8. **Data Collection; Use and Back-up.** To the extent OnStar is the Provider, OnStar may collect and store information about You, Your Vehicle or your Connected Device through Your use of the Connected Device and the App. Any information collected by OnStar is subject to and governed by the Privacy Statement included and posted with the App.

When You use an App provided by a Provider other than OnStar, the Provider may also collect, store, and process information (including sharing with us) about You as described in that Provider's privacy policy. We recommend that You carefully review that Provider's privacy policy before accessing or using that App.

You have sole responsibility for backing up or archiving any data You use with the App to the extent You have the right to do so. Provider does not have any responsibility for maintaining, archiving, or providing any data You use with the App and shall have no liability for any loss of access to or use of such data.

9. **Content provided by Provider.** The App may make available to You content that is the property of Provider or of others that give Provider permission to provide it to You. This content is provided only for use through the App on the Connected Device and no right is provided to You to, and You agree not to, copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use or claim any right in the content provided by Provider. You also agree that You will not use content provided by the Provider or through the App to violate any law or harass any person, group or business. If the App links You to any third party website or service, no right is provided to You to, and You agree not to, copy, distribute, modify, perform, broadcast, display, transmit, reuse, repost, use or claim any right in the content provided by the third party website or service unless You have legal permission from the third party. You also agree that You will not use content from the third party website or service to violate any law or harass any person, group, or business.

10. **Your Transmissions and Use.** You agree not to use the App to transmit or send any information or data that You do not have the right to transmit or send. You also agree that You will not use the App to transmit or send any information or data for any unlawful purpose or to harass any person, group, or business.

11. **Data Disclaimer.** The App may use various types of data to perform functions for You. You acknowledge that the data provided may not be accurate and You use the data at Your own sole risk. Data that may not be relied on includes, but is not limited to, the following: position (i.e. location) data obtained from the Vehicle, Your Connected Device or otherwise; data obtained from a website or third party service provider; and data obtained from in-Vehicle systems.

12. **Content provided by third party sites.** You understand that in using the App, You may encounter material that You may find offensive, vulgar, or obscene. You also understand that if You use the App to access services or websites, You may not be able to control search results that may return links or "hits" that You may find offensive, vulgar, or obscene. You use the App at Your own risk and neither Provider nor OnStar shall have any liability for content that You or others may find offensive or otherwise objectionable. OnStar is not responsible for examining or evaluating the content or accuracy, does not warrant or endorse and will have no liability for any third party materials, services, or websites.

13. **Obey all laws related to operation of the App.** You acknowledge that the App (unless installed by the Vehicle or Connected Device manufacturer) is not part of Your Vehicle or Connected Device delivered to You when You purchase or lease Your Vehicle or Connected Device. If You believe that Your App is not operating properly, You should, if applicable, use the features of Your account to remove the App from Your Connected Device. You agree and warrant that You will obey all laws (including traffic rules and regulations governing the operation of Your Vehicle and the Services) and You will not use the App in any manner that violates such laws or regulations.

14. **No guarantee of operation of features / networks.** For services provided through networks, You are responsible for obtaining a contract with a service provider for network connectivity at Your own sole cost. For services provided through networks, Provider cannot promise that Your communications will not be intercepted by others and cannot promise that connections to websites and services through networks will be available to You, uninterrupted, or error free. You agree that both Provider and OnStar will not be liable for any damages for any loss of privacy occurring in communication over such networks or for any loss of connectivity or loss, error, or failure of other functionality provided through networks.

15. **Not operational during all Vehicle modes.** The App may provide features and functionality that are not available during operation of Your Vehicle.

16. **No Warranty.** Provider makes no representations, warranties or conditions in respect of the product or any service or information that provider or the product makes available to You. The product, any service and any information that provider or the product makes available to You are provided "as is" and "as available" including with all faults and errors as may occur therein.

Provider does not warrant that the product will continue to operate or remain available for any period of time and does not warrant that future operation will be compatible with current operation or applications. Provider does not warrant that use of the product will be uninterrupted or error-free or that defects in the product will be corrected.

Provider does not provide any guarantee, condition, or warranty that the product will operate properly on Your Connected Device, and You and only You will be responsible for all repairs to Your equipment and any other losses actually or allegedly caused by the product.

Provider does not provide any guarantee, condition, or warranty of the accuracy of any data made available to the product or You through the product, whether the data is location data or any other data available to or through the product.

If the provider is a third party, then You understand that the product is provided by the third party provider and that OnStar does not provide any warranty whatsoever (whether mentioned in this section or otherwise) related to the product or any service or information provided by or through such third party Provider product.

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 jurisdiction's law is applicable, in which case OnStar's warranties shall be limited to the extent permitted by law.

17. **Exclusion of Damages and Limitation of Liability.** 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 this Agreement 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 this Agreement are, in part, in exchange for the limitations of liability set out in this Agreement.

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

18. **Indemnification.** You will indemnify and hold Provider harmless from any and all liabilities, damages, costs, and expense (including legal fees) that it incurs as a result of any third party claim to the extent arising from Your breach of this License or any other negligent or intentional misconduct.

19. **Applicable law.** To the extent permitted by law and unless prohibited by law, if You are a consumer this Agreement and all non-contractual obligations related to it shall be interpreted in accordance with and governed by the laws of the country where You live. If You are not a consumer, this Agreement and all non-contractual obligations related to it shall be interpreted in accordance with and governed by the laws of England, except in relation to any conflict of law provisions thereof which would require application of another choice of law. 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.

20. **Export compliance.** You will comply worldwide with all laws and regulations applicable to the App. You may not use, export, re-export, import, sell, or transfer the App except as authorized by law and regulation applicable in Your country. You also agree that You will not use the App for any purposes prohibited by law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

21. **Notices.** Provider may provide You with notices regarding the App, including changes to this License, by email to Your mail address associated with Your OnStar account if available, by regular mail, or by postings presented through the Apps or application services in Your Vehicle or Your Connected Device.

22. **Miscellaneous.** You may not assign this License without permission of Provider. You, Provider and OnStar are independent contracting parties. If the App is provided to You by a third party Provider,

You agree that OnStar and its subsidiaries are third party beneficiaries of the License and thus OnStar or its subsidiaries can enforce this License against You even if it is not the Provider of the App provided that if the doctrine of third-party beneficiaries is found to not apply for any reason, the parties acknowledge and agree that while OnStar is not a party to this License and has no obligations under this License, the Provider is a trustee of OnStar for the limited purpose of holding in trust for OnStar the covenants in favor of OnStar. Accordingly, the parties agree that OnStar may enforce such rights and agreements in its own right (without being required to add the Provider as a party to any proceedings for such enforcement). If any term of this Agreement is invalid or unenforceable, then it shall be severed from this Agreement and the remainder of the agreement shall remain in full force and effect. No condition of this License shall be deemed waived unless waived in writing by the party claimed to have waived. This License and the rest of this Agreement is 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 License unless Provider agrees in writing to the change. Provider may modify this License by providing notice to You, and if You do not agree with any modification, then You must stop using the App. Your continued use of the App will be deemed acceptance of such modifications.

