

## User Terms for Application Services

Last Updated May 1, 2018

This software application (the “**Application**”) is provided by General Motors of Canada Company, or its affiliates (“**GM**” or “**we**” or “**us**”) and makes services made available to you (the “**Application Services**”) via the authorized Apple or Android device that you own or are the authorized user (your “**Device**”), which may include the ability to view diagnostic information of your OnStar-equipped eligible vehicle (your “**Vehicle**”) and to issue commands to your Vehicle, such as door lock/unlock and remote engine start commands (if your Vehicle has these automated features). The Application Services may be available while your Vehicle is connected to our systems via a service trial period that we may offer from time to time, a service plan made available to you at no additional charge (e.g. the OnStar Basic Plan), or through a paid service plan. Some of the Application Services may not be available to you for your Vehicle unless you are participating in a paid service plan for that Vehicle. Further details and limitations of the Application Services are available at [https://www.onstar.com/ca/en/mobile\\_app/](https://www.onstar.com/ca/en/mobile_app/).

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

- The GM User Terms for Connected Vehicle Services located at [www.onstar.com/ca/en/footer-links/terms-conditions.html](http://www.onstar.com/ca/en/footer-links/terms-conditions.html) (the “**Connected Vehicle Service Terms**”) as supplemented by these Terms are binding between you and us and govern your access and use of the Application Services. For clarity, the term “**Services**” in the Connected Vehicle Service Terms includes the Application Services, “**Connected Device**” includes your Device, “**Agreement**” includes these Terms, and “**Software**” includes the Application. You should carefully review the Connected Vehicle Service Terms, summarized below, before accessing or using the Application Services. We may amend the Terms on the same basis as are set out in the OnStar User Terms;
- **IT IS YOUR RESPONSIBILITY TO OBTAIN THE CONSENT OF AND ENSURE THAT ALL USERS OF YOUR VEHICLE KNOW THAT ANYONE WITH ACCESS TO THE APPLICATION SERVICES THROUGH YOUR DEVICE MAY BE ABLE TO ACCESS INFORMATION ABOUT YOUR ACCOUNT AND YOUR VEHICLE, INCLUDING THE LOCATION OF YOUR VEHICLE;**
- You will only use the Application Services when it is safe to do so, in compliance with the law and these Terms, and you will not use the Application Services offered through your Device while driving;
- You will not use the Application Services to harass or harm any person, or for any improper, unlawful, or unauthorized purpose (including the unauthorized uses described in Sections 18 and 20 of the Connected Vehicle Service Terms);
- You may cancel the Application Services at any time by contacting us at 1-888-4-ONSTAR. You cannot cancel Application Services simply by Uninstalling the Application from your Device. We may cancel the Application Services as set out in the Connected Vehicle Service Terms. Cancellation of the Application Services does not cancel or terminate the Connected Vehicle Service Terms with respect to any other Services;
- If you sell or transfer your Vehicle, you must notify us by pressing the blue OnStar button in your Vehicle or by calling us at 1-888-4-ONSTAR and you must stop using Services for that Vehicle. You may not use the Application Services in respect of a Vehicle for which you are not the owner or authorized by the owner, and doing so may result in civil liability and/or criminal charges;
- We may collect, use, and share information about you, including the location of your Device or your Vehicle as described in the Privacy Statement for Application Services posted at [https://www.onstar.com/ca/en/privacy\\_statement/](https://www.onstar.com/ca/en/privacy_statement/). **THIS INCLUDES THE COLLECTION OF INFORMATION RELATING TO THE GEOGRAPHIC LOCATION AND SPEED OF YOUR VEHICLE AND/OR YOUR DEVICE. YOU MUST OBTAIN CONSENT FROM ALL VEHICLE OCCUPANTS BEFORE UTILIZING ANY APPLICATION FEATURE THAT REQUIRES OR COLLECTS VEHICLE INFORMATION SUCH AS GEOGRAPHIC LOCATION;**
- If a dispute arises, you will resolve it with us as set out in the Connected Vehicle Service Terms;
- We are not responsible for the acts of third parties who may access the Application Services and information through your Device. You should use all security features of your Device, including any password, locking, or encryption features, to protect against unauthorized access and use of the Application Services and your information;
- The following section does not limit Section 10 of Quebec’s Consumer Protection Act, if such legislation is otherwise applicable. Your use of the Application Services may involve services made available to you by third parties, such as the wireless services provided for your Device by your wireless carrier, and map and data services provided by Telenav, Inc that are governed by terms posted at <http://www.telenav.com/legal/terms/gm/>. Any map or data services that are provided by HERE North America, LLC and its affiliates are governed by terms posted at <https://legal.here.com/>. Use of services made available by third parties may involve you sharing your location, search query, and other data. You can disable sharing of your Device location in your Device settings. We cannot guarantee

the reliability or security of these third party services and we are not responsible for any damages caused by these third party services, such as any loss of personal information through third party network services;

- GM grants you a non-commercial, non-exclusive, non-transferable, limited, terminable license to use the Application and the Application Services solely with your Device, throughout the United States and Canada, subject to your compliance with the Agreement. The Application is licensed, not sold, to you, solely for your personal use. GM retains all right, title, and interest in and to the Application, the Application Services and all related data and information, including intellectual property and proprietary rights and interests;
- In the event of any conflict between these Terms and the Connected Vehicle Service Terms, these Terms will govern for any access or use of the Application Services. The reference to "Connected Device" in Section 15.2 and in the last subsection of Section 18 of the Connected Vehicle Service Terms does not apply to your Device;
- Our liability to you, and your recourse against us, for the Application Services are limited as set out in the Connected Vehicle Service Terms, and
- If your Device is an Apple device, then the following paragraph applies: You are entering into the Agreement, including these Terms, with GM and not with Apple Inc. ("Apple"). However, Apple and its subsidiaries are third party beneficiaries of the Agreement, and Apple may enforce the Agreement. We are solely responsible, as provided in these Terms, for the Application and its associated information; Apple makes no warranty with respect to the Application or the information and has no obligation whatsoever to furnish any maintenance and support services for the Application. Apple is not responsible for addressing any claims relating to the Application or its associated information or your possession or use of the Application, including but not limited to: (i) product liability claims, (ii) any claims that the Application fails to conform to any legal or regulatory requirement, and (iii) claims arising under consumer protection and similar legislation. If a third party claims that the Application, its associated information, or your possession or use of the Application or associated information infringes a third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You acknowledge that you have reviewed the App Store Terms located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS> and that you shall comply with such terms.

If you have any questions, comments or complaints regarding the Application Services, or you want to cancel the Application Services, feel free to contact us at any time by pressing the blue OnStar button in your OnStar equipped Vehicle, emailing us at [TTY@OnStar.com](mailto:TTY@OnStar.com), mailing us at OnStar Subscriber Services, P.O. Box 455 Station A, Windsor, ON N9A 6L7, or calling us at 1.888.4.ONSTAR (1.888.466.7827), or for TTY users (hearing/speech impaired): 1.877.248.2080.

Ce document est également disponible en français.

### **Summary of Connected Vehicle Service Terms**

When you accept the Connected Vehicle Service 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 the Connected Vehicle Service Terms;
- If others use the Services through your user account or Vehicle, you will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these Connected Vehicle Service Terms;
- We may suspend or discontinue your access to some or all of the Services;
- We may access, modify, update, or upgrade the software used to deliver the Services or used by your Vehicle operating system, or used in any pre-installed mobile app without additional notice or consent as more specifically provided for in the Connected Vehicle Service Terms;
- We have certain rights to use and share the information or materials you provide us, as defined in these Connected Vehicle Service Terms and the Connected Vehicle Service Privacy Statement;
- 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 GM responsible for your access or use;
- The Services are provided "as is" and are limited by matters outside our control. Unless expressly provided in the Connected Vehicle Service Terms, we make no representations, conditions or warranties for the Services or for their availability, and we are not liable for the use or any lack of availability of the Services;
- We may modify the Connected Vehicle Service Terms at any time and the modifications will become effective upon posting on our Website or when we notify you, whichever occurs first; and

- You are bound by the complete set of Connected Vehicle Service Terms, Privacy Statement, and Software Terms posted at [www.onstar.com/ca/en](http://www.onstar.com/ca/en) and, for any AT&T Services that you use, the AT&T terms posted at [www.att.com/CANTermsandconditions](http://www.att.com/CANTermsandconditions).