



**If you are willing to accept and use OnStar Service, please read carefully the following OnStar Service Agreement and sign in the 2 execution pages for confirmation.**

## **OnStar Service Agreement**

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

In this Service Agreement, Shanghai OnStar Telematics Company Limited shall be referred to as "OnStar" or "we" or "us" as appropriate under the relevant context.

**You can contact us at any time (1) by calling us at 400-820-1188 or email at [contactus@onstar.com.cn](mailto:contactus@onstar.com.cn), or (2) by pressing the blue button below the rear mirror in your Car and talking to an OnStar Advisor ("Advisor"), or (3) by writing us at Shanghai OnStar Telematics Company Limited, 4th Floor, Building B, No. 1801, Hongmei Road, Shanghai, 200233.**

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

**1. CONDITIONS TO START OnStar SERVICE.** Your car, truck, or other vehicle (your "Car") must come with authorized **OnStar Equipment** — the hardware and software used to provide **OnStar** service — for you to receive **OnStar** service. Additionally you must have an **OnStar Plan** to get **OnStar** service. The services that we could provide currently are detailed in Exhibit 1. Please select your OnStar Plan that complies with the hardware of your Car unless otherwise specified in this Agreement or other applicable agreements. Your **OnStar Plan** will describe the charges and features that we will provide to you, as well as optional features and services.

**2. PAYMENT.** If you have a credit or debit card account or similar payment account on file with us, we'll automatically charge it according to your agreed payment arrangements. All **OnStar** service is payable in advance. If you do not have such an account on file with us you must provide us with payment for the payment period offered by us and chosen by you in advance. We'll continue to charge the payment account you provided (or you must continue to make payments) until you or we cancel your service as allowed in this agreement, or you choose another payment period offered by us. The price of your **OnStar Plan** may change over time subject to Section 10 of this Agreement, and we'll use the rates then in effect for the applicable payment period for those charges upon your renewal.

Depending on the service you choose, you'll have different payment responsibilities, but you must always pay on time and (unless the law provides otherwise) in full before we provide services. If you start or stop



your service in the middle of a billing period, we'll prorate the amounts owed or to be refunded (if applicable), at the time of your next scheduled payment date.

Unless otherwise explicitly specified by us, the payment you paid to us does not include any expenses incurred by the services provided by any third party service provider. You're responsible for paying directly to others (such as emergency service providers, towing companies) all charges for services furnished by them.

Your Car may have come with a specified OnStar Plan which provides that you are not required to pay certain amounts for a period of time. If so, and you wish to continue using the OnStar Service after such period, you must arrange for payment to us before this period of time expires according to the payment schedule and method reached by you and OnStar or otherwise we might assume you are unwilling to continue using the OnStar Service and as such your service agreement with us will be automatically expired.

**3. STARTING YOUR OnStar SERVICE.** You can only get and use **OnStar** service by accepting this agreement. Subject to local law, you accept this agreement and start your **OnStar** service (1) when you buy or lease a new or used Car that includes **OnStar** service, **OR** (2) when you sign this agreement, **OR** (3) when you accept this agreement through OnStar website, **OR** (4) when you speak with an **OnStar Advisor** and register for **OnStar** service, **OR** (5) when you (or someone you authorize to use your Car) use the **OnStar** service or accept any of its benefits (including using a Car with active **OnStar Equipment**). If you do **ANY** one or more of these five things to accept, you're bound by this agreement and any later changes or amendments to it which will be available to you in accordance with Section 7 and Section 10.

NOTES: Your acceptance of this agreement does not mean you will be able to get and use all **OnStar** service immediately. The provision time of OnStar service and the specific OnStar service each specific model of Car could get are subject to the formal notification of OnStar.

Please tick out those OnStar services that you do not want in the Exhibit 1 of this agreement. OnStar will not provide such services as requested by you and shall not undertake any liabilities for not providing such services. If you ask OnStar to provide such services again later, you may have to go through the registration process according to OnStar's requirements.

#### **4. Hands Free Calling**

After you get OnStar service, you'll need to buy a package of minutes in advance to enable you to use Hands-Free Calling provided by our wireless service provider through OnStar equipment in your Car. If a package of Hands-Free Calling minutes has come with the purchase of your Car, then you can use Hands-Free Calling directly. During the term of this agreement, you can purchase minutes from us, acting as agency of our wireless service provider, at any time by calling us at 400-820-1188, or pressing your blue OnStar button (the launch date of this function is subject to OnStar's notice). The price for the minutes may vary according to then current law, regulations and rules of wireless service provider.

Hands-Free Calling is realized by OnStar Equipment through the wireless network of wireless service



provider who shall be responsible for the provision and quality of Hands-Free Calling. OnStar acts only as the agency of wireless service provider to sell calling minutes. The details and service standards of Hands-Free Calling are subject to applicable laws and regulations and the rules of wireless service provider.

If we agree that you can transfer to another Car of you the whole months remaining on your OnStar Plan, the unused minutes of your Hands-Free Calling may also be transferred together provided that the new Car must meet all requirements of OnStar and wireless service provider for service with the new Car (the launch date of this minutes transfer function is subject to OnStar's notice). However, OnStar can not only transfer the unused minutes to another Car of you, nor transfer the unused minutes to the car of other person. In addition, once you cancel OnStar service, the unused minutes will be canceled and void without any refunds from us.

**5. DURATION OF YOUR OnStar SERVICE.** The term of your **OnStar** service starts at the first press of OnStar Blue Button by you, the dealer of your Car, or any other person in your Car and continues without end until you or we cancel the service as allowed in this agreement.

**6. ENDING YOUR OnStar SERVICE.** You can cancel your **OnStar** service at any time. All you have to do is call us or press the blue button in your Car and tell an **Advisor** you want to cancel service. Unless your **OnStar Plan** specifies otherwise, we will terminate your OnStar service in accordance with our refund policy (which will be published in our website) according to which we will refund to you any whole days remaining on your **OnStar Plan** that you have paid to us directly and in advance, and the banking or post office fee thus incurred will be on your account and be deducted directly from such refund amount. However, the refund does not include any period of time when you were not required to pay certain amounts for a specified OnStar Plan if your Car came with such an OnStar Plan. You won't be entitled to any other refunds for **OnStar** service, or any refunds for **OnStar Equipment** or for **Hands-Free Calling minutes**. We refund credit balances of less than ten RMB only upon request. If you cancel service, we will terminate your service after verification and you may have to pay for any reactivation. You can also call us or press the blue button in your Car at any time to get instructions on how to disable the **OnStar** system in your Car.

**7. INFORMATION INQUIRY.** You can get information about your **OnStar** Service (1) by going to [www.onstar.com.cn](http://www.onstar.com.cn), or (2) by calling us at **400-820-1188**, or (3) by pressing the blue **OnStar** button in your Car and asking an Advisor.

**8. TRANSFERRING OnStar SERVICE.** Unless otherwise specified in the Agreement, you can transfer to another Car or another person any period remaining **on your OnStar Plan** that you have paid to us in advance depending on the maker of the Car. You'll have to request the transfer by pressing the blue button to contact the Advisor, and must meet all **OnStar** requirements on hardware and other conditions for service with the new Car. According to our rules, you can't transfer your OnStar service during the period of time when your OnStar Plan does not require you to make payments.

**9. REACTIVATING OR CHANGING YOUR OnStar SERVICE.** We'll only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, change, reactivate, or transfer your **OnStar** service. We may charge you according to our current policies to meet your requests.



10. CHANGES TO YOUR **ONSTAR** AGREEMENT. If there is any change on the terms of this agreement, we will give you 30 days prior notice (or a longer period if required by law) by SMS or email or orally. Those changes may include the format of this Agreement, contents of OnStar service, prices we charge you for **OnStar** services, or change, add, or delete any **OnStar** service. If any such change for which we provide notice materially affects your rights under this agreement, or materially changes your service, or results in higher costs charged you by **OnStar**, YOU MAY CANCEL YOUR **OnStar** AGREEMENT within 30 days after our notice. IF YOU DON'T CANCEL YOUR **OnStar** AGREEMENT WITHIN 30 DAYS OF THE DATE OF THE NOTICE, YOU'RE AGREEING TO ALL THE CHANGE UNCONDITIONALLY AND IT BECOMES PART OF THIS AGREEMENT BETWEEN US. You can get an updated copy of this agreement, including all of its current terms and conditions, online at [www.onstar.com.cn](http://www.onstar.com.cn), by calling us at **400-820-1188** (the call is toll-free), or by pressing the blue button in your Car and asking an OnStar Advisor. This paragraph shall be subject to any imperative laws.

11. ONSTAR SERVICE PROVISION AND LIMITATIONS. **OnStar** service is only available in mainland China. **OnStar** service works using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL **OnStar** SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The area that you are driving in may affect the service that we can provide to you, including but not limited to routing service.

**OnStar** service can't work unless your Car is in a place where we have an agreement with a wireless service provider for service in that area. **OnStar** service also can't work unless you're in a place where the wireless service provider we've hired for that area has coverage, network capacity, and reception when the service is needed, and technology that's compatible with the **OnStar** service. **OnStar** service that involves location information about your Car can't work unless (1) GPS satellite signals are unobstructed, (2) GPS satellite signals are available in that place; and (3) GPS satellite signals compatible with the **OnStar** hardware as well.

All OnStar equipped Cars have an automatic airbag deployment notification system that can alert OnStar in a crash where the airbags deploy. Some Cars have an additional system called Automatic Crash Response. In the event of a crash, those Cars are equipped with additional sensors can automatically alert OnStar even in crashes where the airbags do not deploy. YOUR CAR HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE OnStar Equipment TO OPERATE. You may need to increase the volume of your radio to hear the OnStar system or Advisor.

**OnStar** service may not work if your **OnStar Equipment** isn't properly installed (by someone we've authorized) or you haven't maintained it and your Car in good working order and in compliance with all government regulations. If you try to add or modify any equipment or software in your Car including the **OnStar Equipment**, the **OnStar** service may not work and we can terminate your **OnStar** service. Your **OnStar Equipment** needs to be compatible with the **OnStar** service and the wireless service and technology provided by our wireless service provider, and adapt to the development and change of wireless service and technology.



There are other problems we can't control that may prevent us from providing **OnStar** service to you at any particular time or place, or that may impair the quality of the **OnStar** service. Some examples include but are not limited to hills, tall buildings, tunnels, weather, electrical system design and architecture of your Car, damage to important parts of your Car in an accident, or wireless phone network congestion. **OnStar** is not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, **OnStar** is not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include but are not limited to public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment failures.

The routing data that we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete due to the limitation of map technology itself. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads or new roads, road closures. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. Therefore, you should use good judgment, obey traffic and roadway laws and instructions and evaluate whether following the system's directions is safe and legal for the current conditions.

12. SERVICE PROVIDERS. **OnStar** works with many different companies, individuals and government entities to provide you with **OnStar** service. In this agreement, "Service Provider" means any person, company, or entity who provides any service, equipment, or facilities in connection with **OnStar** service, including, but not limited to, wireless service providers, suppliers, licensors, public safety answering points, emergency responders and service providers (such as police, fire and ambulance), towing companies, Car makers, distributors and dealers.

**13. RELATIONSHIP BETWEEN ONSTAR AND SERVICE PROVIDER. Service Provider and OnStar are independent entities and shall in no way be the agent or representative of the other party unless otherwise explicitly specified in this agreement.** OnStar's duty is to link you or your Car to other Service Providers and OnStar's responsibility is only limited to being such "link". We'll help to contact or forward your request to, appropriate Service Providers for help when you ask for it or when the **OnStar** system in your Car signals for it, but **we can't promise that any service providers will respond in a timely manner or at all, nor be liable for the response or non-response of such Service Providers.** In addition, the laws in some places require an emergency to be confirmed before emergency service providers will provide service. **OnStar** will not contact emergency service providers in these locations in response to an emergency button press if we cannot hear your request for assistance or otherwise confirm that an emergency situation exists (unless you have told us that you are deaf or hard of hearing). **OnStar** also may not contact emergency service providers in any location in response to emergency button presses from rental cars, cars that are moving, and cars located in certain locations such as car dealerships, rental car companies or your address if we cannot hear your request for assistance. However, we will assume an emergency exists and contact emergency service provider if the **OnStar** call center receives a crash alert from your Car.



14. SOFTWARE RELATING ONSTAR SERVICE. **OnStar** service involves software that we may need or want to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data you've stored on the **OnStar Equipment** in your Car, and please take care of such data's save and copy. We aren't responsible for lost data and please do make a copy of the important data. You do not own the **OnStar** software or acquire any rights to use or modify the **OnStar** software on your own. Correspondingly, your Car systems also involve software that your Car maker may need to renew or update from time to time, and we will assist them to do this remotely.

15. VOICE RECOGNITION. Some **OnStar** service involves voice recognition software which may be set for Mandarin or English. It can recognize many voices, speech patterns and words, but not all. We can't promise it will work with your voice. It will only recognize the language it has been set to. You will need to contact OnStar if you wish to change the language setting.

16. WHAT IF YOUR CAR IS STOLEN? If your Car is stolen, we can try our best to locate it. Before we try to locate it, you'll need to provide satisfactory identification, and the police must be treating the Car as stolen. We will only provide location information about stolen Cars to the police (rather than you). We don't have to continue to try to locate your Car after 48 hours from the time you first report it stolen, and we can't guarantee that we'll find it. We also aren't required to try to find your Car for the purpose of locating someone.

17. WHAT IF YOU NEED US TO UNLOCK YOUR DOORS? We can often unlock your Car doors remotely if you're locked out. You'll need to call us and provide satisfactory identification before we can try. You hereby acknowledge that we might provide assistance to anyone who can provide us your Personal Identification Number or other satisfactory identification of your account. If we can't unlock your doors remotely, we may contact roadside assistance or emergency service providers to help you.

18. YOUR RESPONSIBILITY FOR **OnStar** SERVICE. It's your responsibility to make sure your Car and your **OnStar Equipment** are working. You can always press the blue button to confirm that your **OnStar Equipment** is active. If the light to the right of the **OnStar** buttons is red or off, this means that your system is not functioning properly or is inactive, and should be checked by a dealer. To ensure your rights, please make sure to contact us to complete enrollment with us before you begin using **OnStar** service. You can enroll with the help of Car dealer, or you can enroll by calling us, or by pressing the blue button in your Car and speaking with an Advisor when you use the Car or during your driving. Considering the safety of your Car, some **OnStar** services (such as remote door unlock or help with locating a stolen Car) may not be available until you successfully enroll and your provision of password for identification verification. You will also need to provide us with an email address before we can provide you with certain services such as **OnStar Vehicle Diagnostics**. The **OnStar Equipment** in your Car may be active before you buy or lease your Car or press the blue **OnStar** button to begin using the service. In that case, we may provide you with **OnStar** services and create an account with personal information about you that we get from the maker or dealer of your Car and your account information in our data base shall be that provided by the manufacturer or dealer of your Car, unless you call us or press the blue button in your Car and tell an **Advisor** that you want to update the account information or cancel service.



You promise to use **OnStar** emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use any **OnStar** service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You promise you won't abuse or do anything to damage our business operations, services, reputation, employees, facilities, or service providers. If you do any of these things, you agree you'll be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions.

19. HOW TO RECEIVE AND USE INFORMATION RECEIVED THROUGH YOUR **OnStar** SERVICE. Certain information you receive through your **OnStar** service belongs to us or third parties who provide it through us. This information may be covered by one or more copyrights, trademarks, service marks, patents, or other legal protections. You promise not to use any content you receive through **OnStar** except as expressly authorized by us. You can't resell any of it or use it for commercial purposes. You can't copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it.

20. BILLING DISPUTES. If you object to any fees or charges for services billed by or through us, you must tell us in writing within 60 days after the fee or charge is incurred.

21. TAXES AND FEES. You promise to pay all taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

22. YOU AND THE ONSTAR SERVICE USER. Once you finished the enrollment and become our customer, as long the service requirement is from your Car, you will be deemed as the actual OnStar service user and be responsible for the use of OnStar service, whether you have used the service by yourself or not. Except for certain service (e.g., Remote Door Unlock), neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Car. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Personal Identification Number or other information that can be used to identify your account to request services for your Car. If you or a driver of your Car uses the **OnStar** system to commit a crime or for another improper purpose, or in violation of this agreement, you agree that YOU WILL BE RESPONSIBLE FOR ANY CLAIMS MADE AGAINST **OnStar** AND FOR ANY COSTS, DIRECT OR INDIRECT, INCURRED BY **OnStar** ARISING OUT OF OR RELATED IN ANY WAY TO THAT CRIME, ACT, OR BREACH OF THIS AGREEMENT.

23. ALL TRANSACTIONS AND COMMUNICATIONS USING **OnStar** SERVICE. Any transaction with anyone but us that you carry out using **OnStar** service, and any use that you make of any information received from or through any **OnStar** service, is entirely your responsibility.

24. TERMINATION OR SUSPENSION OF **OnStar** SERVICE. We may terminate your **OnStar** service by giving you notice 30 days in advance and refund any amounts you have paid in advance which shall be deemed as your entire actual losses arising therefrom in accordance with our refund policy as our sole remedy to you prior to the effective date of termination after which your account will be deactivated and your service will terminate. Also, we may terminate your Service without prior notice to you for any good cause. This means,



we can terminate your service immediately if you breach any part of this agreement, don't pay amounts that are due to us or one of our Service Providers, your credit or debit card provider refuses a charge, interfere with our efforts to provide service, interfere with our business, or if your **OnStar** service or wireless phone number is used for illegal or improper purposes. You don't have any right to have **OnStar** service reactivated, even if you cure any of these problems. Whether to allow you to have service again will be entirely up to us. We can suspend (not terminate) your **OnStar** service for any reason we could terminate it. We can also suspend it for (1) network or system maintenance or improvement, or (2) if there's network congestion, or (3) if we suspect your service is being used for any purpose that would allow us to terminate it, or (4) any breach of this Agreement by you.

25. ACCOUNT NUMBER AND HANDS-FREE CALLING NUMBERS. If you accepted or purchased OnStar service, then you, as the service user, need to provide your personal information and open your account to finish the enrollment process before the service starts. OnStar system will set for you the relevant identifying number (such as the password you set at enrollment or other Personal Identification Number) and assign the corresponding Hands-free Calling number to your Car. You confirm that you only have the rights to use the identifying number and Hands-free Calling number, not have the right to own, change the numbers or other rights. We have the right to change or reassign such number by prior notice. It is one part of OnStar service to provide you such numbers; therefore, we have the right to withdraw such numbers immediately if your OnStar services terminate.

26. TRANSFERRING PHONE NUMBERS. Even you register more than one Cars with us, each Car can only be assigned one phone number, and the numbers in your Cars can not be exchanged or changed. In addition, the phone number can not be transferred to another car not owned by you (whether the car has OnStar service or not).

27. PURCHASE, LEASE OR SALE OF CAR. If you buy or lease a pre-owned **OnStar**-Equipped Car, you promise to contact us to create an account. If you do not contact us, OnStar may continue to send **OnStar Vehicle Diagnostic** reports or other information about the Car or the **OnStar** account to the billing or email address currently on file with **OnStar**. Further, you promise to notify us if you sell, lease your Car or end its lease. If you sell, lease or transfer your Car and don't notify us, you'll remain responsible for all charges for any **OnStar** service or any related handheld phone regardless of the Car's current new owner. To avoid any loss, please make ensure to clear all **Hands-Free Calling** name tags and destination name tags that you store on your **OnStar** system before you sell or transfer your Car. We are not liable to any damage or loss to your privacy or other interests you and your family may suffer due to the fact that you fail to notify us to change or update the owner information of the Car.

28. INFORMATION COLLECTION AND PRIVACY PROTECTION. We collect information about you and your Car several different ways: (1) from what you, your Car dealer and Car maker provide to us when you register for any OnStar service or buy or lease your Car; (2) from your use of the Services; (3) from OnStar web pages you visit; (4) from calls or emails between us; (5) from the contracted wireless service providers; and (6) from your Car itself when your OnStar Equipment is active.

The information we may get about you includes things such as (1) contact information (such as name,



mailing address, email address, phone number and language preference and whether you are deaf or hard of hearing); (2) credit card and billing information that requires to process purchases and other personal information that helps us customize our services; (3) The information we may get from your car, including things such as data about its operation data , about your use of OnStar services, about where your car is just before and during requests for location information or OnStar services that involve a wireless connection to your car, and (depending on your OnStar Equipment) data about accidents involving your car. If you enroll in the OnStar Vehicle Diagnostic service, we will collect information from your car on a periodic basis.

OnStar only knows where your car is when (1) a user or subscriber initiates a request for service, (2) there is an Air Bag Deployment, (3) there is an Automatic Crash Response occurs, or (4) OnStar is required to locate the car to comply with legal requirements, including valid court orders showing probable cause in criminal investigations.

By subscribing and/or using OnStar Services, you agree that OnStar may use your information to: (a) provide OnStar services to you, your car or managers of fleets of cars (including sharing that information with roadside assistance providers, emergency service providers, or others, as needed); (b) communicate with you about your account (c) check or maintain your OnStar Equipment; (d) provide information to the maker of your car about the car's performance, about aggregate product usage; (e) help you or managers of fleets of cars (if your car is part of a fleet) to maintain the car, via data such as oil life, odometer and diagnostic trouble code information; (f) provide information to your rental car company for the purposes of providing OnStar services requested by you and to enable them to bill you for those services ; (g) evaluate and improve our service; (h) enforce the OnStar Service Terms and Conditions with you or others; (i) prevent fraud or misuse of OnStar service; (j) comply with legal requirements, including valid court orders showing probable cause in criminal investigations; (k) protect the rights, property, or safety of you or others; (l) offer you new or additional products or services; (m) send you the relevant marketing and advertisement information or materials; (n) confirm your eligibility in car insurance discount programs you've applied for; (o) perform market research; or (p) provide you with information about the maintenance needs of your car (if you are enrolled in the OnStar Vehicle Diagnostic service). We may communicate with you about your OnStar service by providing you with messages through the OnStar system in your car. There may be some OnStar related information or commercials in the Vehicle Diagnostic Report. If you have any objection, please contact us directly and we will continuously improve our service according to your advice.

You also agree that we can, unless forbidden by applicable laws or regulations, share information about you and your car with the following third persons inside or outside China: (1) your Car maker, its affiliated companies and cooperation companies, and (2) Car dealer and Service Provider, and their affiliated companies, (3) distributor and the relevant Service Provider, (4) other companies with whom we have business relationships, and (5) your information may be stored and processed globally in Onstar's facilities to improve our service level or develop new service.

OnStar will not share and use any of your information as set forth herein unless we are required to comply with legal requirements, including valid court orders and official request by competent government agencies with proper legal authority and legal process.



OnStar will protect the information you share with us by utilizing the applicable security technologies and measures. However, we cannot ensure the security of the information you transmit through wireless networks. We recommend you to take every precaution in protecting your personal information when you are on the wireless networks.

For more information, please see our Privacy Statement at [www.onstar.com.cn](http://www.onstar.com.cn).

29. YOUR INTERACTIONS WITH ADVISORS. We may record and monitor conversations between you and our Advisors, emergency service providers, or the police (1) to maintain or improve the quality of **OnStar** service, (2) for subscriber issue resolution, (3) for training purposes, or (4) to promote and provide **OnStar** service. Please note that our **Advisors** may also remain on the line if they conference in a third party to assist in completing a service request. We may also randomly monitor your interactions with OnStar's automated services for quality improvement purposes. **OnStar** is not required to release any audio or physical records that are created as part of the **OnStar** service unless required by a government agency.

30. NO WARRANTIES. Warranties are special kinds of promises. UNLESS FORBIDDEN OR OTHERWISE STIPULATED BY APPLICABLE LAW, WE DON'T MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT **OnStar Equipment** or any other equipment used with **OnStar** service. You may have a warranty on **OnStar Equipment** or other equipment from the maker of your Car, but not from us. In addition, **OnStar** cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. NEITHER WE, NOR ANY OF OUR Service Providers, MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT **OnStar** SERVICE OR ABOUT ANY DATA OR INFORMATION OR SERVICES PROVIDED THROUGH IT.

31. LIMITATIONS OF LIABILITY. YOU AND **OnStar** ARE EACH WAIVING IMPORTANT RIGHTS. UNLESS FORBIDDEN OR OTHERWISE STIPULATED BY APPLICABLE LAW IN A PARTICULAR INSTANCE, WE EACH AGREE AS FOLLOWS:

First, WE AREN'T LIABLE FOR THE ACTIONS OR INACTIONS OF ANY Service Provider WE CONTACT FOR YOU OR YOUR CAR, OR FOR OUR INABILITY TO CONTACT ANY Service Provider IN ANY PARTICULAR SITUATION.

Second, unless attributable to OnStar's gross negligence or willful misconduct, WE AREN'T LIABLE TO YOU FOR (1) ANY INJURIES TO PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF **OnStar Equipment** OR **OnStar** SERVICE, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF **OnStar Equipment**.

Third, OUR MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, OR PRODUCTS LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE CHARGES TO YOU FOR THE SERVICES RELATING TO THE PERIOD OF SERVICE DURING WHICH SUCH DAMAGES OCCUR.



Fourth, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOUR MAXIMUM LIABILITY TO US UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, OR PRODUCTS LIABILITY) IS LIMITED TO ANY CHARGES DUE AND OWING BY YOU TO US.

Fifth, NEITHER YOU NOR WE CAN RECOVER (1) PUNITIVE DAMAGES, (2) CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES. YOU CANNOT RECOVER THESE TYPES OF DAMAGES OR FEES FROM ANY Service Provider, EITHER. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

Sixth, WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS OF 24 HOURS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, YOU MUST NOTIFY US WITHIN 60 DAYS AFTER THE TIME WHEN THAT SERVICE INTERRUPTION STARTED. Except for any credits provided voluntarily by us for a dropped call, or credits for interrupted service as described above, NO ONE IS LIABLE TO YOU FOR DROPPED CALLS OR INTERRUPTED SERVICE, OR FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY YOU, BY ANY THIRD PARTY, BY BUILDINGS, HILLS, TUNNELS, NETWORK CONGESTION, WEATHER, OR ANY OTHER THINGS WE OR OUR Service Providers DON'T CONTROL.

Seventh, NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY US OR ANY Service Provider CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND THE CONTROL OF US OR OUR Service Providers.

Eighth, YOU ACKNOWLEDGE THAT ALL THE INFORMATION PROVIDED BY YOU IS TRUE AND ACCURATE AND YOU WILL BE RESPONSIBLE FOR ANY DAMAGES INCURRED BY ONSTAR AS A RESULT OF OUR USE OF YOUR INFORMATION PURSUANT TO THIS AGREEMENT.

Ninth, unless you have a contract or establish a contract relationship by other method with one of our service providers for **Hands-Free Calling** minutes, YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY OF OUR SERVICE PROVIDERS AND AREN'T A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND ANY OF OUR WIRELESS SERVICE PROVIDERS. Unless you have a separate contract or establish a contract relationship by other method with them, NONE OF OURSERVICE PROVIDERS HAS ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. YOU WAIVE ANY AND ALL CLAIMS OR DEMANDS FOR SUCH LIABILITY.

Finally, you agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but to anyone using your Car, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your OnStar service or OnStar Equipment.

32. RESPONSIBILITY FOR INSURANCE. The service **OnStar** provides is intended as a convenience. The payments you make for that service aren't related to the value of your Car or any property in it, or the cost



of any injury to or damages suffered by you. We aren't an insurance company. You promise you'll obtain and maintain appropriate insurance covering personal injury to you and others, covering loss of or damage to your property, and other risks arising when you use any OnStar service. FOR YOURSELF AND FOR ANYONE ELSE CLAIMING UNDER YOU, YOU HEREBY RELEASE AND DISCHARGE **OnStar** AND ITS Service Providers, THEIR PARENTS, AFFILIATES, AND SUBSIDIARIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST **OnStar** OR ITS Service Providers.

33. PAYMENT RESPONSIBILIITY IN SOME CIRCUMSTANCES. In order to get OnStar service, YOU AGREE THAT YOU'LL BE RESPONSIBLE FOR ANY AMOUNT ANYONE ELSE CLAIMS FROM US (OR OUR Service Providers THEIR OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS) PLUS ANY EXPENSES, RESULTING FROM ANY CLAIM, DEMAND OR ACTION, REGARDLESS OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND, OR ACTION ALLEGING LOSS, COSTS, EXPENSES, DAMAGES, OR INJURIES (INCLUDING INJURIES RESULTING IN DEATH) ARISING OUT OF OR IN CONNECTION WITH (1) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, YOUR EMPLOYEES, OR THIRD PARTIES; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH **OnStar** SERVICE; (3) CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED IN ANY WAY DIRECTLY OR INDIRECTLY TO THIS AGREEMENT; or (4) THE USE, FAILURE TO USE, OR INABILITY TO USE **OnStar** SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE Service Providers.

In addition, if you've authorized **OnStar** to charge amounts due against your credit or debit card account or other similar account by giving us a card or account number, THEN YOUR AGREEMENT IN THIS SECTION EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT OR DEBIT CARD ACCOUNT OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.

34. DISPUTES SETTLEMENT. If you and we have a disagreement related to **OnStar** service, we'll try to resolve it by talking with each other. If we can't resolve it that way, **WE BOTH AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO USE CONFIDENTIAL ARBITRATION, NOT LAWSUITS TO RESOLVE THE DISPUTE.** Where either of us refers a dispute to arbitration the arbitration shall be conducted in Shanghai at the China International Economic and Trade Arbitration Commission Shanghai Commission. The arbitration award shall be final and binding, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto, and the immunity power, if any, is waived.

We agree that the arbitration, including the evidence, the argument and the outcome, is confidential between us. We can both tell our lawyers and, if necessary, our financial advisors and insurers about the arbitration if they agree to keep it confidential too. We can both tell others but only if required by law. Nothing in this agreement prevents either of us from filing the arbitration award with a court to enforce or appeal such award, though we agree that the evidence and arguments of the parties related to such award will be treated as confidential information subject to court approved protective order.



35. APPLICABLE LAW. This agreement and any disputes arising out of or relating to it will be governed by the laws of China.

36. NOTICES AND CONTACT INFORMATION. IF ANY PROVISION OF THIS AGREEMENT REQUIRES A WRITTEN NOTICE, THEN THE FOLLOWING RULES APPLY. ANY WRITTEN NOTICE FROM US WILL BE CONSIDERED GIVEN (1) WHEN WE SEND IT BY EMAIL TO ANY EMAIL ADDRESS YOU'VE PROVIDED TO US, (2) TO YOUR MOBILE PHONE BY SMS OR (2) TWO DAYS AFTER WE MAIL IT TO YOU AT THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU. ANY WRITTEN NOTICE FROM YOU REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE RECEIVE IT AT OUR ADDRESS PROVIDED IN THE INTRODUCTION OF THIS AGREEMENT. IF THIS AGREEMENT DOESN'T REQUIRE THAT THE NOTICE BE WRITTEN, THEN IT CAN BE WRITTEN OR ORAL. Any oral notice from us will be considered given (1) when we REACH YOU OR ANY ADULT, OR LEAVE A RECORDED MESSAGE, AT ANY TELEPHONE NUMBER YOU HAVE PROVIDED US, (2) OR WHEN WE REACH YOU OR ANY ADULT IN YOUR OnStar EQUIPPED CAR, OR (3) WHEN YOU OR ANY ADULT IN YOUR OnStar EQUIPPED CAR ACCESSES ANY OnStar SERVICE THAT INCLUDES THE NOTICE AS A RECORDED MESSAGE THAT PLAYS WHEN THE SERVICE IS ACCESSED. If we give you oral notice of a change to the terms of this agreement or to our Services, or to the prices we charge for our Services, we will also post that change in writing on the OnStar website at [www.onstar.com.cn](http://www.onstar.com.cn) ANY ORAL NOTICE FROM YOU WILL BE CONSIDERED GIVEN WHEN YOU PROVIDE IT TO us at 400-820-1188 (the call is toll-free, or When you press the blue button and provide it to an **Advisor**. You will need to provide us with an email address before we can provide you with certain services such as **OnStar Vehicle Diagnostics**.

37. WHO ELSE THIS AGREEMENT COVERS. Our Service Providers and our affiliates are intended beneficiaries of this agreement. You agree that you'll make any of your passengers or guests or drivers of your Car aware of our rights and subject to the limitations of this agreement.

38. OUR RELATIONSHIP WITH YOU. No matter what else it says, this agreement doesn't create any fiduciary relationships between you and us, or between you and any of the Service Providers. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.

39. AGREEMENT ASSIGNMENT. As permitted by applicable laws, we can assign this agreement or your obligations to pay under it in whole or in part to anyone we choose. You can't assign this agreement or your obligations to anyone else without our prior consent.

40. ENTIRE AGREEMENT. This agreement (these terms and conditions and any other **OnStar** documents incorporated in them) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by **OnStar**. Amendments of which we give notice and post to the **OnStar** website at [www.onstar.com.cn](http://www.onstar.com.cn) will be deemed a writing signed by **OnStar**. If any part of this agreement is considered invalid by an arbitrator, the rest of it will remain enforceable. Even after this agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it's been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE



VOLUNTARILY EVEN IF YOU WOULDN'T OTHERWISE QUALIFY. THIS WON'T BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WON'T BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

41. ACKNOWLEDGEMENT. You acknowledge that before accepting this agreement, you have carefully read and fully understood every term and condition of this agreement. You are fully aware of and agree to our excluded liabilities and your responsibilities and rights hereunder.

Special attention shall be drawn to the sentences and paragraphs in bold and capital letters, in particular article 31, which are clauses that exempting or limiting liabilities of **OnStar** or impose additional obligations on you or are significant to your rights/obligations.

Your Name/Company Name (in print): Shanghai OnStar Telematics Co., Ltd. (Chop)  
Your Signature/Chop:  
Date:

- If you don't want certain OnStar services, please tick them out in the following table and OnStar shall close such service at your request.

序号	服务项目		序号	服务项目	
1	Automatic Crash Response		8	Good Samaritan	
2	Automatic Airbag Deployment Response		9	OnStar Vehicle Diagnostics	
3	Emergency Services		10	On Demand Diagnostics	
4	Remote Door Unlock		11	Turn by Turn Navigation	
5	Remote Horn & Lights		12	OnStar Destination Download	
6	Roadside Assistance		13	POI	
7	Stolen Vehicle Location		14	OnStar Hands-Free Calling*	

NOTES: The service agreement shall be executed in 2 counterparts and you and OnStar each shall keep one. For the need of inner filing requirement, each agreement has 2 execution pages and please sign both of them. This page is the first execution page.

EXHIBIT 1: YOUR INFORMATION

Name		Telephone	
ID/Passport/Organization Code No.		Mailing Add.	
Mobile Phone		E-mail Add	

EXHIBIT 2: CAR INFORMATION

Brand		Engine NO:	
Module		Purchase date	
VIN		Dealer Name	



VOLUNTARILY EVEN IF YOU WOULDN'T OTHERWISE QUALIFY. THIS WON'T BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WON'T BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

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Your Signature/Chop:

Date:

- If you don't want certain OnStar services, please tick them out in the following table and OnStar shall close such service at your request.

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5	Remote Horn & Lights		12	OnStar Destination Download	
6	Roadside Assistance		13	POI	
7	Stolen Vehicle Location		14	OnStar Hands-Free Calling*	

NOTES: The service agreement shall be executed in 2 counterparts and you and OnStar each shall keep one. For the need of inner filing requirement, each agreement has 2 execution pages and please sign both of them. This page is the second execution page.

EXHIBIT 1: YOUR INFORMATION

Name		Telephone	
ID/Passport/Organization Code No.		Mailing Add.	
Mobile Phone		E-mail Add	

EXHIBIT 2: CAR INFORMATION

Brand		Engine NO:	
Module		Purchase date	
VIN		Dealer Name	



**If you do not want to use OnStar service, please read carefully and execute the following Confirmation Letter to Waive OnStar Service**

**Confirmation Letter to Waive OnStar Service**

I/We have purchased the following Car manufactured and/or sold by Shanghai General Motors Corporation and have been clearly informed the Car has been accompanied with one year free OnStar service.

I/We hereby waive such one year free OnStar service. Shanghai OnStar Telematics Company Limited ('Shanghai OnStar'), as the provider of OnStar service, does not need to provide such free service. I/we have no right to require Shanghai OnStar to provide such free service, nor require Shanghai OnStar to make any refund to me/us. Shanghai OnStar shall not in any way be liable to me/us for not providing such free service.

I/We hereby further confirm that if I/we want to use the free OnStar service thereafter, I/we have to make application to Shanghai OnStar within one year after execution of this confirmation letter and Shanghai OnStar is entitled to deduct such period that I/we have waived. In addition, Shanghai OnStar has the right to ask me/us to go through the relevant registration process.

Your Name/Company Name (in print):

Your Signature/Chop:

Date:

**EXHIBIT: CAR INFORMATION**

<b>Brand</b>		<b>Engine NO:</b>	
<b>Module</b>		<b>Purchase date</b>	
<b>VIN</b>		<b>Dealer Name</b>	