

本条款对上汽通用汽车有限公司及其关联公司【包括但不限于上汽通用汽车销售有限公司、上汽通用东岳汽车有限公司、上汽通用东岳动力总成有限公司、上汽通用（沈阳）北盛汽车有限公司、上汽通用汽车有限公司武汉分公司、泛亚汽车技术中心有限公司以及上海安吉星信息服务有限公司】（以下合称“SGM”或“我们”）应用服务的使用进行规范，对您与 SGM 都具有法律约束力。

THESE TERMS GOVERN YOUR USE OF APPLICATION SERVICES PROVIDED BY SAIC GENERAL MOTORS CORPORATION LIMITED AND ITS AFFILIATES [INCLUDING BUT NOT LIMITED TO SAIC GENERAL MOTORS SALES COMPANY LIMITED, SAIC GM DONGYUE MOTORS COMPANY LIMITED, SAIC GM DONGYUE POWERTRAIN COMPANY LIMITED, SAIC GM (SHENYANG) NORSON MOTORS COMPANY LIMITED, PAN ASIA TECHNICAL AUTOMOTIVE CENTER COMPANY LIMITED AND SHANGHAI ONSTAR TELEMATICS CO., LTD.] (HEREAFTER REFERRED TO COLLECTIVELY “SGM”, “WE”, OR “OUR”, OR “US”) AND ARE LEGALLY BINDING BETWEEN YOU AND SGM AND ITS AFFILIATES.

用户条款—应用服务 **User Terms – Application Services**

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本用户条款（以下简称“**条款**”）由您和**我们**共同签订。

These user terms (“**Terms**”) are between you and us.

用户条款概述

Summary of User Terms

一旦点击“接受”按钮或使用服务（其定义请见下一段）或产品（其定义请见下文第 2.1 节），表明您同意：

- 仅在安全情况下根据法律和本条款的规定使用服务或产品；
- 如果其他人获取或使用了您的服务帐户、您下载的产品、您被提供的服务或者“您的车载连接设备”（“**授权用户**”），请确保他们仅在安全情况下根据法律和本条款的规定使用服务或产品；
- 我们可能会不经通知而获取、修改、中止或者中断部分或全部的服务、单一产品，或您对这些服务和产品的获取或使用；
- 我们有权获取任何您选择向我们公布的信息或材料，其定义请见本条款后续内容；
- 如果您获取或使用了第三方提供的产品或服务，则有关这些产品或服务的任何第三方条款也将适用，您不得要求我们对该使用或获取承担责任；
- 服务和每一样产品都以其“现状”提供，除非本条款另有明确规定，我们对其不提供陈述和声明，并且对使用服务或任何产品不承担责任；
- 通过单独仲裁以解决争议，请见下文；
- 我们可能会随时修改这些条款，修改内容在服务中一经公布或一经通知（以先到为准），立即生效；以及
- 同意受完整条款的约束，包括以下所述的《标准终端用户许可》以及《个人隐私政策》。

By clicking the “Accept” button or using the Services (as defined in the next paragraph) or a Product (as defined in Section 2.1 below), you agree:

- To only use the Services or a Product when it is safe to do so, and in compliance with the law and these Terms;
- If others access or use your Services account, Products you have downloaded, Services you are offered or Your Vehicle Connected Device (“**Authorized Users**”), to ensure that they only use the Services or a Product when it is safe to do so, and in compliance with the law and these Terms;
- We may access, modify, suspend, or discontinue in whole or in part the Services, each Product, or your access to or use of these items without further notice to you;
- We have certain rights to any information or materials you choose to make available to us as further defined in these Terms;
- If you access or use products or services made available by a third party, then any third party terms associated with those products or services that you accept will also apply, and you will not hold us responsible for that use or access;

- The Services and each Product is provided “as is” and, unless expressly provided in these Terms, we provide no representations or warranties and are not liable in connection with the use of the Services or any Product;
- To resolve disputes through individual arbitration as provided below;
- We may modify these terms at any time and the modifications will become effective upon posting in the Services or when we notify you, whichever occurs first; and
- To be bound by the complete set of Terms, including the Standard End User License and the Services Privacy Statement, as set forth below.

用户条款——应用服务

User Terms – Application Services

一旦点击“接受”按钮或使用服务或产品，将视为您已经阅读、理解并且同意接受下述完整条款的约束。

By clicking the “Accept” button or using the Services or a Product, you are indicating that you have read, understand, and agree to be bound by the complete set of Terms set forth below.

在上汽通用车机端或者其他为您提供应用的服务（统称为“服务”），用户可以查找软件应用以供下载或者以供使用车载连接设备。“车载连接设备”指的是由我们生产或者为我们生产的设备，包括在您车内安装的或者经我们授权的收音机或娱乐信息系统，能够接收产品（其定义请见下文第 2.1 节）和软件产品更新或升级。“您的车载连接设备”指的是您所拥有、租赁或者您的汽车所获取的连接设备。

The in-vehicle applications and such other services through which we make applications available to you (collectively the “**Services**”) are provided by SGM as a place where users can find software applications to download to or use with Vehicle Connected Devices. A “**Vehicle Connected Device**” is a device produced by or for us, including a our radio or infotainment system installed in your car, or as authorized by us, that is capable of receiving Products (as defined in Section 2.1 below) and software Product updates or upgrades. “**Your Vehicle Connected Device**” is a Connected Device that you own, lease, or have access to in a vehicle that you use.

我们愿意根据本条款、《个人隐私政策》以及按照我们在服务中和/或通过您的**车载连接设备**向您告知的所有使用指南、政策和程序（统称为“协议”），授予您获取服务和产品的权利。

We are willing to grant you access to the Services and Products under these Terms, the Services Privacy Statement and in accordance with all usage guidelines, policies, and procedures that we may make available to you on the Services and/or through Your Vehicle Connected Device (together referred to as the “**Agreement**”).

通过发送通知或者请您审阅并点击接受新版本的协议，我们可以对协议任何条款进行修改。如果您不同意对协议的任何修改，我们将会撤销您获取和使用服务和产品的权利，您必须中断并不得获取和使用服务和产品；若您在收到协议修改通知之后仍然继续获取和/或使用服务和/或任何产品，这将视为您接受了对本协议的该类修改。

We may modify any term of the Agreement by providing notice to you or by asking you to view and click to accept a new version of this Agreement. If you do not agree with any modification, then we revoke your right to access and use the Services and Products and you must discontinue and refrain from all access to and use of the Services and Products; provided, that your continued access to and/or use of the Services and/or any Products after notification of a modification will be deemed your acceptance of such modifications to the Agreement.

安全：您同意遵守与汽车运行和您的**车载连接设备**使用相关的全部法律、交通规则和交通条例，且您将不会通过违反任何法律、规则或条例的方式来获取和/或使用任何服务和产品。除此之外，在获取和/或使用服务、**车载连接设备**以及您所下载的产品时，您对自行决定并遵守法律、交通规则和交通条例所要求的所有安全措施负有全部责任。您需要对获取和/或使用服务、**车载连接设备**和软件产品承担全部风险和全部责任，服务、**车载连接设备**和产品必须在您能够安全操作的情况下获取和/或使用。同时，若您将服务和产品授权给第三方使用，请确保被您授权的用户是您可以信赖的第三方，您需要对授权用户的行为承担全部风险和全部责任。

SAFETY: You agree to obey all laws, traffic rules and traffic regulations governing the operation of your vehicle and use of Your Vehicle Connected Device(s), and you will not access and/or use any Service and Product in any 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, traffic rules, and traffic regulations while accessing and/or using the Services, Vehicle Connected Devices and the Products you download. Access to and/or use of the Services,

Vehicle Connected Devices and software Products are at your sole risk and your sole responsibility and the Services, Vehicle Connected Devices and Products should be accessed and/or used only when you can safely operate them. Meanwhile, if a third party access or use your products or services arising out of your authorization, please ensure that your Authorized Users are the third party that you can trust, the behaviors of whom are at your sole risk and your sole responsibility.

1. 对本协议注册和使用服务的接受

Accepting this Agreement Registration and Use of Services

1.1 接受 Acceptance

本服务是我们为您的汽车或您获授权使用的汽车服务所提供服务的组成部分。通过点击接受本协议的条款，您接受并同意受到本协议条款的约束，包括本协议附录 1《标准终端用户许可》以及《个人隐私政策》中所描述的数据和个人信息收集、使用和公布。如果您不同意本协议中的任何条款，我们将不会授予您获取、使用服务和产品的权利，您将不得获取或使用服务或任何产品。

The Services is part of our service provided for your vehicle or a vehicle you are authorized to use. By clicking to accept the terms of the Agreement, you accept and agree to be bound by the terms in this Agreement, including the Standard End User License attached as Appendix 1 to this Agreement and the data and personal information collection, use and disclosure described in the Services Privacy Statement. If you do not agree with any terms of this Agreement, then we do not grant you a right to access and use the Services and Products and you shall not use or access the Services or any Products.

1.2 资格 Eligibility

在使用服务时，您陈述并保证您已经达到了所在地司法管辖所认可的成年法定年龄，并就签订有约束力的合同适宜具备完全的法律行为能力，且完全有能力承担本协议中所规定的条款、条件、义务、确认、陈述和保证，以及有能力遵守和履行本协议。如果您不符合前述的资格要求，那么在您达到上述资格要求并同意接受本协议所有条款之前，您将无法获得授权，同时也不得使用或获取服务或任何产品。

By using the Services, you represent and warrant that you have reached the age of majority in your jurisdiction of residence and have full legal capacity to enter into binding contracts, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. If you do not satisfy the foregoing eligibility requirements, you are not granted the right to, and shall not, use or access the Services or any Products until such time in the future as you satisfy the eligibility requirements and agree to all of the terms of the Agreement.

1.3 未成年人不得使用本服务 No Use of the Services by Minors

本服务在其广告、外观、其他网站的链接或以其他方式中，并不以 18 岁以下的未成年人为目标。如果您未满 18 岁或您是未满 18 岁为成年人的父母或监护人，请注意：我们并不允许未满 18 岁未成年人注册本服务，并且不会有意收集任何未满 18 岁未成年人的信息。如果您是未满 18 岁未成年人的父母或监护人，您不得下载任何产品供其使用、允许其使用任何产品或者同意他们注册并获取本服务。

The Services does not target, through advertising, appearance, links to other sites or otherwise, minors under the age of 18. If you are under the age of 18 or are a parent or guardian of a minor under the age of 18, please be aware that we do not permit registration by, and do not knowingly collect any information from, minors under the age of 18. If you are a parent or guardian of a minor under the age of 18, you are prohibited from downloading any Product for their use, allowing their use of any Product or consenting to their registration to access the Services.

1.4 注册 Registration

为了获取服务的一些功能并下载软件（包括第 2.1 节中定义的所有“产品”），您可能需要创建一个帐户。建立帐户时，您必须提供准确完整的信息。

In order to access some features of the Services, and in order to download software (including all “Products” as defined in Section 2.1), you may be required to create an account. When creating your account, you must provide accurate and complete information.

您对于帐户中的任何活动承担全部责任，且必须对帐户和密码进行保密，不得向任何第三方泄露。一旦发生破坏帐户安全的情况或未经授权使用您的帐号时，您应当立即通知我们。本服务和产品仅供您个人使用。在未获授权而获

取、使用服务、产品或您的帐户时，我们对您（或任何未授权用户）的任何损失不承担责任。相反，您可能需要对我们或其他方由于未授权的获取和/或使用而遭受的损失承担责任。

You are solely responsible for the activity that occurs on your account, and you must keep your account and password secure and not disclose it to any third party. You should notify us immediately of any breach of security or unauthorized use of your account. Use of the Services and Products is solely for your personal use. We will not be liable for any losses incurred by you (or any unauthorized user) by any unauthorized access to or use of the Services, a Product, or your account. However, you may be liable for the losses of us or other parties due to such unauthorized access and/or use.

2. 服务与帐户 **Services and Account**

2.1 您可以使用本服务查找软件，包括所有从本服务中或者从我们提供的其他服务下载的软件，以及对已安装、使用的软件或在您的电脑、移动设备或者车载连接设备与帐号同步时，对软件进行任何更新、升级、修改或新版本，（“**产品**”）以供您的车载连接设备下载或使用。**您的车载连接设备**预装某些软件，如操作系统和应用软件，并且该类预装软件应视为产品。

You may use the Services to find software, including all software that you download from the Services or from other services made available by us, and any updates, upgrades, modifications, or new versions to that software installed or used or when your computer, mobile device, or Vehicle Connected Device synchronizes with your account, (“**Products**”) for download to and use on Your Vehicle Connected Device. Your Vehicle Connected Device comes pre-installed with certain software such as an operating system and application software, and such pre-installed software shall be deemed to be a Product.

2.2 您理解，除非被标明是我们的产品，服务中的产品都为第三方所提供，我们就此对您不承担任何责任和义务，对于这些产品也不负有任何责任。一旦获取或使用非我们的产品，您就明确地免除了我们对您获取或使用任何第三方产品而产生的全部责任、义务或债务。

You understand that, unless marked as our Product, Products on the Services are provided by third parties, and we have no obligation or liability to you with respect to, or any responsibility for, those Products. By accessing or using a Product not

identified as our Product, you expressly relieve us from any and all responsibility, obligation or liability arising from your access to or use of any third-party Product.

2.3 您对每一产品的许可，包括**您的车载连接设备**上预先安装产品，应当受到本协议末所附附录 1《标准终端用户许可》的约束。您同意，《标准终端用户许可》适用于所有产品，包括第三方产品。您在使用任何第三方产品时，也将受到第三方所提供的有关该第三方产品的条款的约束（若有）。如果《标准终端用户许可》与该类第三方条款存在任何冲突，则优先适用《标准终端用户许可》。该产品的许可人可能会对该产品设有单独的隐私政策，您必须对其仔细审阅。

Your license to each Product, including pre-installed Products on Your Vehicle Connected Device, is subject to the Standard End User License that is attached as Appendix 1 at the end of this Agreement. You agree that the Standard End User License applies to all Products, including third party Products. Your use of any third party Product is also subject to the terms that the third party provides to you in connection with that third party Product, if any. To the extent there is any conflict between the Standard End User License and those third party terms, the Standard End User License will govern. The licensor of that Product may have a separate privacy policy that applies to that Product, which you must review carefully.

2.4 我们建议您在**使用产品之前仔细阅读每一终端用户许可协议条款和任何其他适用政策或条款**，包括适用的隐私政策。对于第三方提供的产品，您承认：该产品的使用许可，无论是《标准终端用户许可》本身，还是该产品所适用的其他终端用户许可条款，仅在您和该第三方之间存在约束力，在您和我们之间并不存在约束力，我们仅在您和该第三方之间扮演着媒介作用。

We recommend that you carefully read the terms of any end user license agreement and any other applicable policies or terms, including an applicable privacy policy, before using the Product. For Products provided by a third party, you acknowledge that the applicable license for the Product, whether the Standard End User License alone, or together with the additional end user license terms applicable to the Product, is a binding agreement solely between you and that third party, and not between you and us, and that we are acting solely as an intermediary between you and that third party.

2.5 您已理解，包括《标准终端用户许可》在内的本协议全部条款，都适用于**您的车载连接设备**的所有用户，并且您需要对**您的车载连接设备**用户的所有活动负责，这些活动包括但不限于获取和/或使用通过服务下载并通过**您的车载连接设备**获取或使用的产品。除此之外，您对以下事项承担责任：

- 告知其他**车载连接设备**的用户，他们在获取和使用产品时需受到适用许可的约束；
- 告知用户其在使用产品时所适用的隐私声明，以及
- 确保**车载连接设备**的其他用户遵守适用许可的条款。

You understand that all terms of this Agreement, including the Standard End User License, apply to all users of Your Vehicle Connected Device and that you are responsible and liable for all activities of users of Your Vehicle Connected Device, including without limitation, all access to and/or use of Products that you download through the Services and that are accessed or used through Your Vehicle Connected Device. Without limiting the foregoing, it is your responsibility to:

- Inform other users of the Vehicle Connected Device that their access to and use of the Products is subject to the applicable licenses;
- Inform other users of the privacy statements that apply with respect to their use of Products, and
- Ensure that other users of the Vehicle Connected Device comply with the applicable license terms.

2.6 服务中的产品（无论由我们还是第三方提供）都可能会在经通知或未经通知的情况下，随时进行改变、更改、移除、更新、升级、修改、扩展、提升、重新发行、改良和补充，且对此无需承担任何责任。

The Products on the Services, whether provided by us or by third parties, may be changed, altered, removed, updated, upgraded, modified, extended, enhanced, re-released, improved, and supplemented at any time with or without any notice to you and without any liability to you.

2.7 在接受本协议条款时，您同意安装和使用预先安装的产品，您承认我们有权为您提供更多产品供应，以供从服务中下载。

By accepting the terms of this Agreement, you consent to the installation and use of pre-installed Products, and you acknowledge that we may make further Products available to you for download from the Services.

2.8 我们随时有权单方面决定，在经通知或未经通知的情况下而远程更新、升级、修改和/或删除一个或多个产品、产品版本和/或产品服务，且无需对您承担任何责任。如果从服务中移除了产品或产品版本，您同意我们有权在经过通知或未经通知的情况下随时远程将产品从**您的车载连接设备**中移除，且无需对您承担任何责任。一些产品主要起到的是操作功能，例如操作系统的软件。如果

同意对操作产品进行升级，该同意可以通过授权用户代表其自身或其他任何授权用户而做出。在用户下一次使用服务时，通知和同意信息将会自动传送至每一授权用户。如果授权用户同意对产品更新或升级，该更新或升级将会对其他所有授权用户都生效，而无论其他授权用户是否事先或事后拒绝这一更新或升级。如果您同意对任何软件进行更新或升级，您必须通知所有其他授权用户。就本段而言，您也属于“授权用户”的范畴。

We may remotely update, upgrade, modify, and/or delete one or more of the Products, versions thereof and/or its services at any time in its sole discretion with or without any notice to you and without any liability to you. If a Product or a version thereof is removed from the Services, you agree that we may remove the Product from Your Vehicle Connected Device remotely at any time with or without any notice to you and without any liability to you. Certain Products perform primarily operational functions, such as operating system software. If consent to an upgrade for an operational Product is sought, the consent may be provided by any Authorized User on behalf of his/herself and all other Authorized Users. Notification and consent messaging may be automatically communicated to each Authorized User upon a user's next use of the Services, regardless of whether the upgrade was declined or accepted by the prior user. If any Authorized User consents to an update or upgrade to such a Product, the update or upgrade will be effective as to all other Authorized Users, regardless of whether another Authorized User previously or subsequently declined such an update or upgrade. If you consent to the updating or upgrading of any Software, you must notify all other Authorized Users. For purposes of this paragraph, you are also included as an "Authorized User."

2.9 您同意本协议适用范围涵盖了所有更新、升级、修改、扩展、提升、重新发布以及其他对服务作出的其他改变。

You agree that this Agreement shall govern any of the updates, upgrades, modifications, extensions, enhancements, re-releases, and other changes to the Services.

2.10 我们有权单方面决定提供、继续提供或者禁止您的帐户获取服务。我们有权在经通知或未经通知的情况下单方面随时决定采取以上行动，且对此不承担任何责任。

We in our sole discretion may provide, continue to provide, or disable an account for you to access on the Services. We may take any of these actions at any time in our sole discretion with or without any notice to you and without any liability to you.

3. 您的附加陈述和义务 **Your Additional Representations and Obligations**

3.1 概述 **General**

您向我们确认并同意如下：

- a. 您有权或授权代表自己签署本协议；
- b. 您将在**您的车载连接设备**中使用自己的帐户和服务；
- c. 您将向我们提供真实准确的信息，且会对该信息实时更新；
- d. 您将会监督自己使用服务，并且随时完全履行本协议的要求；
- e. 您在使用服务、产品或开展其他与使用服务、产品或与本协议相关的活动时，您对所产生的全部花费和开支承担责任，包括税费、损失和债务；
- f. 您对本协议条款和/或对条款的履行并不会违背您既有的义务；
- g. 您只能通过我们为您设立的帐户获取服务，并且不会违反服务的任何安全措施；
- h. 您不得拷贝、复制、分发、反编译、逆向还原、分解、移除、改变、规避或篡改任何安全技术，不得转变任何未经我们授权的使用，或者对服务、产品或服务中所含的任何其他方的信息或材料主张所有权；
- i. 您不得出于非法目的、骚扰他人或出于我们所禁止的目的而使用服务；
- j. 您不得移除、修改或隐藏服务、产品中所含的任何著作权提示、商标和其他所有权提示，以及服务中所含的或从服务中获得的信息或材料。
- k. 您同意遵守中华人民共和国国家及地方各级对您使用服务和产品所适用的法律、法规、条例、规章、通知等。

You certify to us and agree that:

- a. You have the right and authority to enter into this Agreement on your own behalf;
- b. You will only use your account and the Services in connection with Your Vehicle Connected Device;
- c. You will provide us only with true and accurate information and will keep that information up to date;
- d. You will monitor your use of the Services, and keep yourself in full compliance with the requirements of this Agreement;
- e. You will be responsible for all of your costs and expenses, including taxes, losses, and liabilities, that you incur in connection with any of your use of the Services, the Products, and any activities that you undertake in connection with the Services, the Products, or with this Agreement in any way;

- f. Your agreement to these terms and/or performance thereof do not violate in any way any of your existing obligations;
- g. You will access the Services only through the account that we establish for you and you will not attempt to breach any security measures of the Services;
- h. 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, any Products, or any other party's information or materials on the Services;
- i. You will not use the Services for any unlawful purpose, to harass any person, or for any purpose not allowed by us;
- j. 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 Products, information, or materials on or obtained from the Services; and
- k. You agree to comply with the People's Republic of China all local governments, and national laws, statutes, ordinances, regulations, and notices that apply to your use of the Services and Products.

4. 免责 Indemnity

考虑到我们在向您提供服务时没有收取费用且在法律允许范围内最大限度地授予了您权利，除非被法律禁止，您同意免除我们及其许可人、承包商及其各自的员工、高级职员、董事和代理（统称为“上汽通用人员”）对由以下原因导致的任何损失、损坏、伤害（包括死亡）、诉讼、索赔、惩罚、利息、额外税费、需求和开支承担责任，包括由任何第三方针对上汽通用人员所提出的索赔或需求所导致的任何种类或性质的合理律师费和开支：（i）由于您获取和/或使用服务；（ii）由于您违反本协议的约定；（iii）由于您获取和/或使用任何产品；（iv）由于您在本协议下作出了不准确或不真实的陈述与保证而导致的；（v）由于您本人以外的其他人通过您的帐号使用服务所导致的；（vi）通过您的车载连接设备获取和/或使用任何产品所导致的；或（vii）由于您所实施的与本协议、服务和/或任何产品相关的其他活动而导致的。

In consideration of our provision of the Services to you without a fee and the rights granted to you, to the maximum extent allowable by law and unless prohibited by law, you agree to indemnify us, licensors, and contractors as well as their respective employees, officers, directors, and agents (collectively “SGM Persons”) 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 SGM 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) arising out of your access to and/or use of any Product; (iv) relating to the inaccuracy or untruthfulness of any representation or warranty that you made under this Agreement; (v) arising out of any activities of anyone other than you in connection with the Services conducted through your account; (vi) arising out of access to and/or use of any Product through Your Vehicle Connected Device; or (vii) arising out of any of your other activities under or in connection with this Agreement, the Services, and/or any Product.

5. 未获授权使用服务或修改服务

Unauthorized Use or Modification of the Services

您无权从事且不得从事以下与服务有关的行为：（a）传播任何含有病毒、网虫、木马、瑕疵、日期炸弹、定时炸弹、网络蜘蛛、网络机器人、抓字软件、网络爬虫或具有破坏或干扰性质的其他物品的软件或其他材料；（b）用未获授权的方式使用服务，包括但不限于侵入服务器、网络容量或服务基础设施，或给其增加负载；（c）修改、调试、转许可、翻译、出售、逆向还原、解码或服务的任何组成部分，或移除、变更、规避或篡改任何安全技术；（d）在未获我们事先书面授权的情况下，“搭建”或“镜像”服务的任何一部分；或（e）大量获取或收集用户信息。

You are not granted the right to and you shall not engage in any of the following with respect to the Services: (a) 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; (b) exploit the Services in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening server or network capacity or Services infrastructure; (c) modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Services or remove, alter, circumvent, or otherwise tamper with any security technology; (d) "frame" or "mirror" any part of the Services without our prior written authorization; or (e) harvest or collect information about users.

任何用户或其他个人或实体故意损坏服务或破坏服务合法运行的，属于对本协议的违背。我们保留在法律许可的最大范围内追究任何可疑行为、提起诉讼、向该人员主张赔偿的权利。为履行本协议而需要执行法律时，我们保留公布您全部信息的权利，包括但不限于您的帐户、对该帐户的获取和使用。

ANY ATTEMPT BY ANY USER OR ANY OTHER INDIVIDUAL OR ENTITY TO DELIBERATELY DAMAGE THE SERVICES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SERVICES IS A VIOLATION OF THIS AGREEMENT. WE RESERVE 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. WE RESERVE THE RIGHT TO DISCLOSE ANY INFORMATION ABOUT YOU, INCLUDING BUT NOT LIMITED TO, YOUR ACCOUNT AND ACCESS TO AND USE OF YOUR ACCOUNT, TO LAW ENFORCEMENT AS NECESSARY TO ENFORCE THIS AGREEMENT.

6. 知识产权 **Intellectual Property**

服务和产品受中国和国际著作权法律的保护，也可能受到其他知识产权保护，包括但不限于专利和商标权。您不得拷贝、分发、修改、演示、广播、展览、传播、再次利用、重新张贴、使用（除非本协议中另有明确规定）或未经我们明确的事先书面许可而主张任何有关服务和产品的权利，包括内容、文本、图像、音频、视频。

The Services and the Products are protected by the People's Republic of China and international copyright laws and may be subject to other intellectual property protections, including, but not limited to, patent and trademark rights. 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 any Product, including the content, text, images, audio, and video without our express, prior written permission.

7. 商标 **Trademarks**

服务中所展示的或与产品有关的任何商标、标识和服务标志（统称为“**商**标”）都属于我们或其他第三方的注册和/或未注册商标。未经我们或其他所有者的书面许可，服务中的任何内容都不得解释为对任何商标或商标变体的使用或展示许可或权利的默认授予、禁止或其他。

Any trademarks, logos, and service marks (collectively "**Trademarks**") displayed on the Services or in connection with any Products are the registered and/or unregistered trademarks of us or other third parties. Nothing contained on 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 us or the other owner thereof. Your use of the Trademarks owned by us is strictly prohibited.

8. 出口管制 Export Compliance

您将遵守美国、中国以及其他相关国家和地区的出口管制方面的法律、法规。非经中国、美国法律或其他任何适用法律法规的授权，您不会将服务或服务所提供的产品中被列入 ITAR 的美国军用品管制清单、EAR 的商务用途出口管制清单和/或中国出口管制清单中的商品、材料、软件及技术出口、再出口、进口、出售或转让至：（a）至美国、中国的禁运国家，或（b）至美国财政部的《特别指定国家名单》或美国商务部的《拒绝往来人员或实体名单》。在使用服务或产品时，您陈述并保证您没有处于上述国家，也不属于名单范畴。您也同意，您不会使用美国及中国法律所禁止的方式使用服务或产品，包括但不限于开发、设计、制造或生产核武器、导弹、化学或生物武器。

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 or the Products available through the Services except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, no aspect of the Services and any Products may be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Services or Products, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Services or Products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

9. 信息与反馈 Information and Feedback

我们希望能收到您的有关服务的反馈，也需要审阅您的正如我们在本协议中所述的某些信息。为避免误解，您同意：除个人信息信息受到《个人隐私政策》的约束之外，您所提交的与本协议有关的任何信息和材料（“反馈”）都不得对我们构成保密义务，我们不会对这些信息或材料进行保密。您承认并同意：您的反馈是自愿提交且无限制，我们有权通过任何形式或媒介，免费使用、复制、修改、分发、展示、演示、广播、转许可和公布任何目前已经存在的或此后形成的反馈信息，而无需对您承担任何明示或暗示的责任，也无需向您发放

通知、支付价款或报酬。我们有权利而不是义务监管您提交的任何反馈信息。您也同意我们没有义务返还或销毁您通过服务提交的任何反馈信息。

We are interested in receiving your feedback regarding the Services and also needs to review certain information from you as we describe in this Agreement. To avoid any misunderstandings, you agree that any information and materials that you submit, other than personally identifiable information subject to the Services Privacy Statement, in connection with this Agreement ("**Feedback**") creates no confidentiality obligation on the part of us in any way, and we do not consider such information or materials confidential. You acknowledge and agree that your Feedback is submitted voluntarily and without restriction, and we are free to use, reproduce, modify, distribute, display, perform, broadcast, sublicense and disclose any Feedback in any manner any 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. We have the right but not the obligation to monitor any Feedback that you submit. You also agree that we have no obligation to return or destroy any Feedback that you submit through the Services.

10. 数据收集/隐私。 Data Collection / Privacy.

我们有权通过车载连接设备和车载产品收集并储存个人身份信息（“**PII**”）以及其他有关您和您汽车的信息。我们所收集并储存的任何 **PII** 和其他信息受服务所适用的《个人隐私政策》的约束。我们遵循国家标准、行业标准安全程序和惯例。

We may collect and store personally identifiable information (“**PII**”) and other information about you and your vehicle through your use of the Vehicle Connected Device and Vehicle Products. Any PII and other information collected and stored by us are subject to the Services Privacy Statement, available at the Services. We utilize national standard, industry standard security procedures and practices.

如果您使用的是第三方的产品，第三方有权收集您的信息。第三方从向您提供的产品中所收集的任何信息受可适用的第三方隐私声明的约束。我们建议您在任何使用任何第三方产品之前仔细阅读该第三方的隐私声明。我们对于第三方的任何行为或过失不承认任何责任。

When you use third party Products, third parties may collect information about you. Any information collected by third parties from Products they license to you is subject to the applicable third party’s privacy statement. We recommend that you

carefully read each third party's privacy statement prior to using any third party's Products. We are not responsible for any acts or omissions of third parties.

如果您出售、转让、租赁或丢弃您的汽车或车载连接设备，您对清除 PII 信息、产品和服务帐户中含有的其他个人信息负有全部责任。

If you sell, transfer, lease or dispose of your vehicle or Vehicle Connected Device you are solely responsible for deleting PII and other information about you contained in the Products and your Services account.

11. 有效期与终止 Term and Termination

11.1 本协议由您接受协议条款之日起生效，至您或我们终止协议时失效。

This Agreement shall come into effect upon the date of your acceptance until terminated by you or us.

11.2 如果我们认定您违反了本协议的约定，则在法律许可的范围内，除非法律禁止，我们保留终止您参与或获取服务的权利。

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 if, in our judgment, you have in any way violated this Agreement.

11.3 我们有权立即终止本协议，如果：（i）您违反了本协议项下的义务；（ii）任何人或第三方采取的违反本协议的行为；（iii）您参与、鼓励或实施了与本协议或产品相关的任何非法、欺骗或欺诈行为；或（iv）在我们向您发送协议修改时，您拒绝接受该修改。

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 Products; or (iv) you fail to agree with modifications to this Agreement as we may make available to you.

11.4 我们就终止本协议、本协议到期或中断服务对您不承担任何责任。一旦本协议终止或到期，您应当立即停止使用服务。您对产品的任何持续使用都将受到可适用许可和《标准终端用户许可》条款的约束。

We shall have no liability to you for termination or expiration of this Agreement or the discontinuance of the Services. Upon termination or expiration of this Agreement, you shall stop using the Services. Any continued use of Products by you shall be governed by the terms of the applicable license, and the Standard End User License.

11.5 本协议的所有条款，根据其性质在协议到期或终止后仍继续生效的，以及《标准终端用户许可》在本协议终止或到期之后仍然有效。

All provisions of this Agreement which by their nature survive expiration or termination, and the Standard End User License, shall survive termination or expiration of this Agreement.

12. 我们及其许可人不作保证 NO WARRANTY BY US AND OUR LICENSORS

12.1 我们对于服务和产品不作任何陈述、条件或保证。这些服务和产品以其“现状”和“现有”进行提供，包括可能发生的故障和错误。在法律许可的范围内，除非法律禁止，我们将代表其自身及其人员、第三方，明确否认任何保证或条件，无论明示、暗示或间接，包括有关服务、我们的服务或产品适销性的暗示保证、精确性、非侵权、质量满意度、特定用途的适用性方面的保证或条件。

WE MAKE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES IN RESPECT OF THE SERVICES OR THE PRODUCTS. THE SERVICES AND THE PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN. TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, WE, ON BEHALF OF OURSELVES AND ALL PERSONS AND PARTIES ACTING BY, THROUGH OR FOR US, EXPLICITLY DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR COLLATERAL, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE SERVICES, THE SERVICES OR THE PRODUCTS.

12.2 在法律允许的范围内，我们不保证服务或产品、与服务或本协议有关的履行或流程的可操作性、性能或可靠性。在法律许可的范围内，我们不保证服务在任何时期内都存在，也不保证未来对该服务或产品的操作与现有的操作或应用相兼容。

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DO NOT WARRANT THE OPERATION, PERFORMANCE, OR AVAILABILITY OF THE SERVICES OR PRODUCTS, OR ANY OF OUR PERFORMANCE OR PROCEDURES IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE 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 OR THE PRODUCTS WILL BE COMPATIBLE WITH CURRENT OPERATION OR APPLICATIONS.

12.3 在法律许可的范围内，我们对如下事项不作保证、设定条件或陈述，即服务或产品中所含任何数据或材料的适用性、可用性、精确性、可靠性、完整性、及时性。我们不承诺服务或产品不受任何损失、干扰、中断、袭击、病毒、干预、黑客行为或其他安全侵犯，我们对此不承担任何责任。我们不保证服务可用性，也不保证服务能够在不受干扰或错误的情况下运行。

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE 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 OR PRODUCTS FOR ANY PURPOSE. WE MAKE NO REPRESENTATIONS THAT THE SERVICES OR ANY PRODUCTS WILL BE FREE FROM LOSS, INTERRUPTION, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND WE DISCLAIM ANY LIABILITY RELATING THERETO. WE DO NOT PROVIDE ANY WARRANTY AS TO THE AVAILABILITY OF THE SERVICES OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE.

12.4 在法律许可范围内，我们对任何服务器错误、错误传输或重新传输引发的失败、网络连接失败、数据传输干扰、电脑病毒或其他技术瑕疵（无论是人为还是技术）不承担任何责任。

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OF DATA OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

12.5 我们不保证服务和/或产品都能在您的设备和您身上得到正确运行。您对由服务和/或产品实际或推断造成的您设备的修理和其他损失承担全部责任。

WE DO NOT WARRANT THAT THE SERVICES AND/OR ANY PRODUCT 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 AND/OR ANY PRODUCT.

12.6 某些司法管辖限制或不允许暗示或其他担保的免责声明，因此于在此类司法管辖的法律适用于本协议时上述免责条款可能不适用上述条款。在这种情况下我们的保证应仅限于法律所许可的范围。

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 OUR WARRANTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

13.7 责任限制 LIMITATIONS OF LIABILITY

在法律许可的范围内且除非法律禁止，我们对于本协议或服务、产品所引起或与之相关的任何间接、特殊、惩罚性或后果行损害或收入损失金额、利润或存款不承担任何责任。在我们对与本协议、服务和产品有关的赔偿金、损失、债务或其他花费承担责任的情况下，且在法律许可的范围内，除非法律禁止，您同意我们所承担的最高责任总额不得超过人民币 1500 元。即使我们知道或应当知道损坏可能会发生（无论由于疏忽而发生、还是由于侵权或违约），上述责任限制条款的责任排除依旧适用。

TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, WE WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR PRODUCTS FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS OR SAVINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES OR ANY PRODUCTS. TO THE EXTENT THAT WE ARE FOUND LIABLE FOR ANY DAMAGES, LOSSES, LIABILITIES OR EXPENSES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR THE PRODUCTS, AND TO THE EXTENT ALLOWED BY LAW AND UNLESS PROHIBITED BY LAW, YOU AGREE THAT THE MAXIMUM AGGREGATE LIABILITY FOR WE SHALL BE NO GREATER

THAN RMB 1,500.00 YUAN. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT OR BREACH OF CONTRACT.

13. 概述 General

13.1 协议修改 Modification of Agreement

我们保留随时修改本协议的权利。任何对本协议的修改，一经在服务上公布或一经我们通知（以先到为准），立即生效。您同意在服务上定期审阅协议，以便随时发现修改。您在协议修改之后或者您在注意到协议修改通知之后继续获取和/或使用服务的，即视为您已经接受了修改过的协议。

We reserve the right to make changes at any time to this Agreement. Any modifications to this Agreement will be effective upon posting on the Services or when we notify you of the modifications, whichever occurs first. You agree to review the Agreement on the Services periodically so that you are aware of any modifications. Your continued access to and/or use of the Services after any modifications have been posted to the Services or after you have been notified of such modifications indicates your acceptance of the Agreement as amended.

13.2 转让 Assignment

未经我们书面同意的情况下，您不得将本协议（或部分协议）转让。任何未经我们书面同意的转让都是无效的。

You shall not assign this Agreement (or any portion thereof) without our written consent and any attempted assignment without our written consent shall be null and void. We may assign this Agreement with or without notice to you.

13.3 关系 Relationship

您同意本协议中任何内容都不得解释为您与我们之间形成了合伙、合资、委托、代理或雇佣关系。任何一方都没有权利、权力或授权约束另一方，无论明示或暗示。

You agree that nothing contained in this Agreement shall be construed to make either you or us partners, joint ventures, principals, agents, or employees of the other. Neither party shall have any right, power or authority, express or implied, to bind the other.

13.4 通知 Notice

您同意通过电子邮箱接收通知，并且同意我们向您发送的通知合法有效。您随时可以通过拨打热线电话或本协议所列的地址联系我们，以更改电子邮箱地址。

You consent to receive notices by e-mail and agree that any such notices that we send to you shall be legally effective. 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 this Agreement.

13.5 可分割性 Severability

如果本协议的任何条款或条文、或本协议所含的任何文件被有管辖权的法院认定为违法，则这些违法条款应当从本协议中移除，本协议其余条款或该条款对人或情况的适用（除无效或不可执行条款之外）仍然有效。在法律许可范围内，除非法律禁止，本协议的每一条款都应当有效且可执行。

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.

13.6 弃权 Waiver

本协议中的任何条款或条件都不得视为放弃权利，除非一方书面放弃或同意并签名，任何违反协议的行为都不得视为被豁免的。任何一方的同意、放弃或违约，无论明示或暗示，都不得视为对不同违约或后续违约的同意、弃权或豁免

No term or condition of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be 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.

13.7 参考与标题 References and Headings

本协议和附录 1《标准终端用户许可》中，条款、各章节标题以及含有内容的表格仅供参考方便，不得视为任何对本协议的解释。

In this Agreement and Appendix 1 the Standard End User License, the article and section headings and the tables of contents are for convenience of reference only and shall not be considered in the interpretation of this Agreement.

13.8 适用法律 Governing Law

本协议应当根据中华人民共和国法律进行解释。

This Agreement shall be interpreted in accordance with and governed by the laws of the People's Republic of China.

13.9 同意仲裁 Agreement to Arbitration

如您与我们之间发生任何争议且未能通过友好协商进行解决，双方同意将该争议提交仲裁而非诉讼。仲裁应提交至上海国际仲裁中心。

If any disputes between you and us cannot be settled through amicable consultations, both parties agree to take the dispute to arbitration rather than litigation. The arbitration should be submitted to Shanghai Arbitration Commission.

13.10 联系方式: Contact Information

有关我们服务的进一步的详细信息，请登录安吉星网站 www.onstar.com.cn。您可按照以下方式随时与我们联系：（1）拨打安吉星 24 小时客户服务热线 400-820-1188，或发送电子邮件至 contactus@OnStar.com.cn；（2）按动车内后视镜下方蓝色按钮与我们的安吉星客服顾问联系；（3）致函上海安吉星信息服务有限公司客户关系部（地址：上海市徐汇区虹梅路 1801 号新业园 B 楼 3 层，邮编：200233）。

For more details about us, please visit OnStar Website, www.onstar.com.cn. You can contact us at any time in the following ways:(1) call our 24-hour hotline at 400-820-1188, or send email to contactus@OnStar.com.cn; (2) press the blue button under the interior rear-view mirror to contact our OnStar Advisor;(3) write to us at Customer Relationship Department, Shanghai OnStar Telematics Co. Ltd, Floor 3, Building B, Xin-Ye Park, 1801 Hongmei Road, Xuhui District, Shanghai, 200233.

13.11 语言 Language

各方在此确认，其希望本协议、与本协议相关的其他文件，包括所有的通知，都只能通过中文或英文书就。

The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the Chinese or English language only.

13.12 完整协议 Entire Agreement

本协议，包括附录 1《标准终端用户许可》及本协议明确提及的进一步条款和政策，构成一套完整协议。各方之间对此没有其他陈述、谅解或协议。除非我们书面同意，您不得变更本协议。我们可以根据 13.1 节、通过向您发送通知或提请您查看并点击接受新版本的协议进行本协议的修改。如果本协议条款与《标准终端用户许可协议》或其他条款和政策之间存在冲突，本协议中的条款优先适用。

This Agreement, including Appendix 1 the Standard End User License and the further terms and policies that are expressly 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 we agree in writing to the change. GM may modify this Agreement as described in Section 13.1 or by providing notice to you or by asking you to view and click to accept a new version of this Agreement. Should there be a conflict between the terms included herein and in the Standard End User Licenses Agreement or other terms and policies that are referenced herein, the terms included herein shall control.

13.13 问题 Questions

服务由我们提供。如果您关于本协议、《个人隐私政策》、附录 1《标准终端用户许可》或对服务还存在其他问题、评论或申诉，您可按照以下方式随时与我们联系：（1）拨打安吉星 24 小时客户服务热线 400-820-1188，或发送电子邮件至 contactus@OnStar.com.cn；（2）按动车内后视镜下方蓝色按钮与我们的安吉星客服顾问联系；（3）致函上海安吉星信息服务有限公司客户关系部（地址：上海市徐汇区虹梅路 1801 号新业园 B 楼 3 层，邮编：200233）。

The Services is provided by us. If you have any questions, comments or complaints regarding this Agreement, the Privacy Statement, the Standard End User License or the Services, You can contact us at any time in the following ways: (1) call our 24-hour hotline at 400-820-1188, or send email to contactus@OnStar.com.cn; (2) press

the blue button under the interior rear-view mirror to contact our OnStar Advisor;(3) write to us at Customer Relationship Department, Shanghai OnStar Telematics Co. Ltd, Floor 3, Building B, Xin-Ye Park, 1801 Hongmei Road, Xuhui District, Shanghai, 200233.

附录 1 Appendix 1

标准终端用户许可 **Standard End User License**

最近更新：2023 年 06 月 07 日

Last Updated: June 7th, 2023

本《标准终端用户许可》（“许可”）适用于您从服务中下载的全部软件，以及对安装软件的更新、升级、修改、新版本，或当您的电脑、移动终端或车载连接设备与我们后台同步时（“产品”）或在您的车载连接设备中预先安装的产品更新、升级、修改、新版本。“车载连接设备”是由我们所生产或为我们生产的可接收产品的设备。“您的车载连接设备”是您所拥有、租赁的可接入汽车的车载连接设备。如果下载的产品由我们提供，则“提供者”指的是我们。如果下载的产品由第三方提供，则“提供者”指的是下载时经识别的第三方。如果第三方在提供产品时还提出了其他条款，则除了本许可之外，您还将受到第三方条款的约束。当两者发生冲突时，以本许可为准。如果您不同意本许可，您必须卸载并不得使用本产品。

This Standard End User License (“License”) applies to all software that you download from the Services and any updates, upgrades, modifications, or new versions to that software installed or used or when your computer, mobile device, or Vehicle Connected Device synchronizes with our background system (“Products”) or any Products pre-installed in Your Vehicle Connected Device. A “Vehicle Connected Device” is a device produced by us, or for us that is capable of receiving Products. “Your Vehicle Connected Device” is a Vehicle Connected Device that you own, lease, have access to in a vehicle that you use. If the Product being downloaded is provided by us, then references to “Provider” in this license means us. If the Product being downloaded is provided by a third party, then references to “Provider” in this License means the third party identified to you at the time of download. If that third party provides terms that apply to your use of its Product, then those terms will apply to

your use of that Product in addition to the terms of this License, and this License will govern to the extent there are any conflicts. If you do not agree to this License, you must uninstall and not use the Products.

1. **许可。**提供者是产品全部权利、权力和利益的所有者或许可人，包括但不限于任何内容、图像、印象文件、进程和代码，以及产品所含的知识产权。在您遵守本许可的条件下，根据本许可（请见第 6 节），提供者授予您有限的、个人的、非商业性、非可转让性、非再许可性、可撤销的非排他性许可，允许您在您的车载连接设备中根据代码目的安装并使用产品。您同意根据本许可的规定安装并使用产品。产品是授权给您，但并没有出售于您。

License. Provider is the owner or licensor of all right, title and interest in and to the Product, including without limitation any content, graphics, audiovisual files, processes, and code, along with all intellectual property rights in the Product. Subject to your compliance with this License, Provider grants you a limited, personal, noncommercial, non-transferable, non-sublicensable, revocable, non-exclusive license to install and use the Product in object code for its intended purpose on Your Vehicle Connected Device, for the Term (as defined in Section 6 below) of the License. You agree and consent to install and use the Product pursuant to this License. The Product is licensed to you but not sold to you.

2. **提供者升级、修改和删除。**提供者可以为了特定目的随时远程更新、升级、调整或删除产品和/或其服务，包括但不限于提升性能、提高稳定性、解决安全问题，或者解决其他影响您的车载连接设备运行的不利条件。您同意，提供者可以随时自动更新、升级、修改、和/或删除产品和/或其服务。您也同意，提供者有权中止产品支持和/或提供服务。在与您的帐户同步过程中，产品会自动从您的车载连接设备中移除。如果产品更新、升级或修改，无论是为了提升还是纠正错误或是性能，本许可都将对该更新、升级和修改有约束力，除非列有单独的更新、升级或修改条款。您理解并同意，提供者对于产品客户支持不承担任何责任，您对产品的使用和运行承担全部责任。

Provider Updates, Modifications and Deletions. From time to time, Provider may remotely update, upgrade, modify, or delete the Product and/or its services for certain reasons, including, without limitation, to increase functionality, to improve stability, to address safety or security concerns, or any other condition that would adversely affect the operation of Your Vehicle Connected Device. You agree that Provider may at any time automatically update, upgrade, modify, and/or delete the Product and/or its services. You also agree that Provider may elect to cease support of the Product and/or provision of its services that the Product accesses. The Product may be removed automatically from Your Vehicle Connected Device during synchronization

with your account. If the Product is updated, upgraded or modified, whether to enhance or correct features or functionality, then this License shall apply to the updates, upgrades and modifications unless separate terms are provided with the update, upgrade or modification. You understand and agree that Provider has no obligation to provide any customer support for the Product and the use and operation thereof is your own responsibility.

3. **车载连接设备中产品的效力。** 您理解到下载、运行和/或使用产品可能会：

(i) 对**车载连接设备**、运行**车载连接设备**的系统或与软件、和/或一个或多个其他产品造成意外或不利影响，(ii) 导致**车载连接设备**、运行**车载连接设备**的系统或与软件、和/或一个或多个其他产品、以及前述产品性能的修改或改变；和/或(iii) 导致**车载连接设备**的整体或部分无法获取或无效、运行**车载连接设备**的系统或与软件、和/或其他 1 个或多个产品无法获取或无效。您理解并同意下载、运行和使用产品都由您自己承担风险和责任，提供者没有义务提供客户支持，产品对**车载连接设备**、运行**车载连接设备**的系统或与软件、和/或其他产品可能产生的影响不承担责任。

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

4. **禁止反向还原；再分发或安全规避。** 您同意：您不得反向还原、分解、编译、反编译、更改意图、分发、转售或修改产品。您只能在将产品转移到**您的车载连接设备**并在**您的车载连接设备**运行时使用产品。不得将产品分发给未安装使用**您的车载连接设备**的人员。您在产品中同意遵守且不会规避任何安全措施或访问控制技术。

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 Product. You may only use the Product for purposes of transferring the Product to Your Vehicle Connected Device and operating the Product on Your Vehicle Connected Device. You may not re-distribute the Product to other people that do not use Your Vehicle 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 Product.

5. **开源。**如果产品包含开源软件，那么您就开源软件的权利义务将由可适用的《开源许可》规制。“开源软件”指的是根据开源许可的条款向其他人公布的软件。“开源许可”指的是软件许可，包括但不限于如下条款：（a）允许他人无需缴纳许可费而对软件进行分发/再分发，包括免费和收费的，允许这种分发包括源代码和编译代码；（b）许可修改、编译和软件衍生作品，根据与源代码相同的条款进行分发；或（c）附于软件上，适用于所有人、实体、团体、组织和机构（“接收者”），无需接收者签署或无需额外许可。

Open Source. If the Product 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/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. **有效期。**本许可持续有效，直至您或提供者终止本许可，或您停止使用产品（“有效期”）。您可以随时卸载产品，以终止本许可。一旦您违反本许可的条款，本许可将自动终止。这一情况下，您将停止所有产品的使用。

Term. This License shall continue until terminated by you or Provider or you cease use of the Product (the “Term”). You may terminate this License at any time by uninstalling the Product. 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 Product.

7. **服务条款和网站条款。**如果您使用产品获取或使用任何服务，您将同意受该服务条款的约束，并保证您一定能遵守条款。如果您使用产品获取或使用任何网站，您将同意遵守该网站所适用的条款，并保证您一定能遵守条款。

Service terms and Web Site Terms apply. If you use the Product 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 Product 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. **数据收集；使用与备份。**如果我们是提供者，我们将有权通过您使用车载连接设备或我们的产品收集并储存您和您汽车的信息。我们收集到的任何信息都受产品所含《个人隐私政策》的约束。

Data Collection; Use and Back-up. To the extent we are the Provider, we may collect and store information about you and your vehicle through your use of the Vehicle Connected Device or our Products. Any information collected by we are subject to and governed by the Privacy Statement included and posted with a Product.

当您使用第三方（包括 SGM 以外的提供者）软件，第三方也会收集您的信息。第三方从其产品中收集到的信息需要受到第三方隐私政策的约束。我们建议，在您使用第三方产品之前仔细审阅第三方产品的隐私政策。在车载连接设备或我们的产品上使用第三方软件时，软件可以为我们提供有关您和您汽车的信息。

When you use third party software, including from a Provider other than us, third parties may collect information about you, as well. Any information collected by third parties from the Product they license to you is subject to the applicable third party's privacy policy. We recommend that you check the third party Product's privacy policy prior to using any third party's Product. By virtue of the third party software operating through the Vehicle Connected Device or our Products, the software may provide us with information about you or your vehicle through the Software.

在权利范围内，您对所产品的数据备份或存档负有全部责任。提供者对于维护、存档或提供有关产品的数据不具有任何责任，且对于获取或使用该数据造成的损失不承担责任。

You have sole responsibility for backing up or archiving any data you use with the Product 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 Product and shall have no liability for any loss of access to or use of such data.

9. **提供者所提供的内容。** 仅在车载连接设备上通过产品提供，并没有向您转让任何权利。您同意不得拷贝、分发、修改、演示、广播、展示、传播、再使用、再公布、使用或主张提供者所供内容中的任何权利。您同意不得利用提供者所供内容或通过产品获取的内容从事违法行为，或干扰他人、团体或经营的行为。如果产品将您连接到任何第三方网站或服务，您没有获得任何权利，且您同意不得拷贝、分发、修改、演示、广播、展示、传播、再使用、再公布、使用或主张任何第三方网站或服务中的权利，除非您获得了该第三方的合法授权。您也同意，您不得利用第三方网站或服务中的内容从事违法行为，或干扰他人、团体或经营的行为。

Content provided by Provider. The Product 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 Product on the Vehicle 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 Product to violate any law or harass any person, group or business. If the Product 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. **传播与使用。** 您同意不得使用产品传播或发送您无权传播和发送的信息。您也同意，您不得用产品转播或发送任何非法目的的信息或数据，或者使用产品干扰任何人、团体或经营。

Your Transmissions and Use. You agree not to use the Product 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 Product to transmit or send any information or data for any unlawful purpose or to harass any person, group, or business.

11. **数据免责。** 产品可以使用不同类型的数据，以执行更多功能。您承认，所提供的数据并不精准，您将自行承担使用数据所造成的后果。不可信赖的数据包

括但不限于：汽车所接收到的位置数据（即定位）；从网站或第三方服务提供者获得的数据；从车内系统所获取的数据。

DATA DISCLAIMER. The Product 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 OR OTHERWISE; DATA OBTAINED FROM A WEBSITE OR THIRD PARTY SERVICE PROVIDER; AND DATA OBTAINED FROM IN-VEHICLE SYSTEMS.

12. **第三方网站提供的内容。**您理解：在使用产品过程中，您可能会碰到一些攻击性、色情或淫秽的内容。您也理解，如果您使用产品接入服务或网站，您将连接到或“击中”您认为攻击性、色情或淫秽的内容，而您对这些搜索结果是无法控制的。您对于产品的使用承担全部责任，无论提供者还是我们，对于攻击性或引人反感的内容都不承担任何责任。除法律另有规定外，我们没有义务检测或评估内容或精确性，也不保证或承诺对任何第三方材料、服务或网站承担责任。

Content provided by third party sites. You understand that in using the Product, you may encounter material that you may find offensive, vulgar, or obscene. You also understand that if you use the Product 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 Product at your own risk and neither Provider nor we shall have any liability for content that you or others may find offensive or otherwise objectionable. Unless the law provides otherwise, we are 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. **遵守有关机动车运行的法律。**您承认，在您购买或租赁您的汽车时，产品（除非汽车制造商安装的）并不是您汽车的组成部分。如果您认为您的产品没有正确运行，您应该使用帐户功能吧产品从“您的车载连接设备”中移除。您同意并保证，您将遵守规制您汽车的所有法律、交通规则和条例，且不会以违反法律或法规的方式使用产品。

Obey all laws related to operation of motor vehicle. You acknowledge that the Product (unless installed by the vehicle manufacturer) is not part of your vehicle delivered to you when you purchase or lease your vehicle. If you believe that your Product is not operating properly, you should, if applicable, use the features of your

account to remove the Product from Your Vehicle Connected Device. You agree and warrant that you will obey all laws, traffic rules and regulations governing the operation of your vehicle and you will not use the Product in any manner that violates such laws or regulations.

14. **不保证运行功能/网络。**对于通过网络提供的服务，提供者不能保证您的通信不受其他事项的影响，也不保证能畅通无阻、毫无差错地向你提供网站接入和服务。您同意，提供者与我们对于网络通信所造成的隐私泄露或通信切断，或通过网络提供其他功能的失败、损失、错误所导致的索赔不承担任何责任。

No guarantee of operation of features / networks. 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 we 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. **不适用于所有车型。**产品性能和功能可能对您的汽车车型不适用。

Not operational during all vehicle modes. The Product may provide features and functionality that are not available during operation of your vehicle modes.

16. **不担保条款。**提供者对您所获得的产品或服务信息不作任何陈述、保证或条件。产品、服务和任何提供者所公布或产品中所含的信息都以“现况”和“现有”为准，包括任何可能会发生的瑕疵和错误。提供者代表其自身以及全体人员和各方，明确免除任何保证和条件，明示或暗示或间接地，包括适销性的默示保证、满意的品质、产品或服务特定目的的适用性、准确性和没有侵犯第三方权利。提供者或其授权代表的口头信息或书面信息或意见不构成任何保证。

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, ON BEHALF OF ITSELF AND ALL PERSONS AND PARTIES ACTING BY, THROUGH OR FOR PROVIDER, EXPLICITLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR COLLATERAL,

INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PRODUCT OR ANY SERVICES PROVIDED THROUGH THE PRODUCT, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

提供者不保证，产品在任一段时间内持续运行或随时可用，也不保证未来的运行能与目前的运行或应用相兼容。提供者也不保证本产品的使用不受任何干扰、或精准无误、或者产品中的瑕疵得以纠正。

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.

提供者不作任何担保、条件或保证产品能够在您的车载连接设备中正确运作。您对于设备修理费用、使用产品造成的实际损失或宣告损失承担全部责任。

PROVIDER DOES NOT PROVIDE ANY GUARANTEE, CONDITION, OR WARRANTY THAT THE PRODUCT WILL OPERATE PROPERLY ON YOUR VEHICLE 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.

提供者对于产品数据或通过产品而获得的数据精确度不作任何担保、条件或保证，无论这是位置数据或通过产品公布的其他数据。

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.

如果提供者是第三方，则您理解：产品是由第三方所提供，我们对于该产品或服务或由第三方提供者所提供的信息不作任何保证（无论这些信息是否在本许可中提及）。

IF THE PROVIDER IS A THIRD PARTY, THEN YOU UNDERSTAND THAT THE PRODUCT IS PROVIDED BY THE THIRD PARTY PROVIDER AND THAT WE DO 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.

一些司法管辖限制或不允许暗示或其他免责声明，因此，在适用这类司法管辖时，以上有些免责条款并不适用，且我们的保证也需要调整至法律允许的范围。

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 OUR WARRANTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

17. 排除赔偿金和责任限制。在法律允许的范围内，除非法律禁止，提供者和我们及其各自关联公司、员工、高级职员、股东和代理人（“提供方”）关于许可、产品、服务或信息所导致的任何间接的、特殊的、惩罚性或附随性的赔偿金，或与本协议或产品造成或与之有关的收入损失、利润损失或存款损失不承担任何责任。即便是在提供者、我们或任何提供方知道或应当知道赔偿金会产生的情况下，依旧适用这些限制和排除，而无论赔偿金产生的原因是疏忽、侵权还是违约。如果法院认定提供者、我们或任何提供方对有关本许可、产品或服务、或产品接入或提供的信息的索赔负责，在法律允许的范围内，您同意：提供者、SGM 和提供方对全部索赔共同承担的直接赔偿金和最高赔偿金累计不超过人民币 1500 元。

EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, PROVIDER AND WE AND THEIR RESPECTIVE AFFILIATES AND THE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS THEREOF (“PROVIDER PARTIES”) SHALL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THIS LICENSE, THE PRODUCT, OR ANY SERVICES OR INFORMATION THE PRODUCT ACCESSES OR PROVIDES FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS, OR SAVINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCT. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF PROVIDER, WE OR ANY PROVIDER PARTY KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF

THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT, OR BREACH OF CONTRACT. TO THE EXTENT THAT ANY COURT FINDS PROVIDER, US, OR ANY PROVIDER PARTY LIABLE FOR ANY CLAIM IN CONNECTION WITH THIS LICENSE, THE PRODUCT OR ANY SERVICES OR INFORMATION THE PRODUCT ACCESSES OR PROVIDES, AND TO THE EXTENT ALLOWED BY LAW, YOU AGREE THAT PROVIDER, WE, AND THE PROVIDER PARTIES SHALL COLLECTIVELY ONLY BE LIABLE FOR DIRECT DAMAGES AND THE MAXIMUM DAMAGES FOR ALL SUCH CLAIMS IN THE AGGREGATE SHALL BE NO GREATER THAN RMB 1,500 YUAN.

此外，第三方提供者是独立的合同方，并不是我们的员工或代理人。在法律许可范围内，我们对由此第三方的行为或过失而导致的伤害、损坏、死亡、损失、意外或延误不承担任何责任。

FURTHER, THIRD PARTY PROVIDERS ARE INDEPENDENT CONTRACTORS AND NOT OUR AGENTS OR EMPLOYEES. TO THE EXTENT PERMITTED BY LAW, WE DO NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT, OR DELAY DUE TO AN ACT OR OMISSION OF A THIRD PARTY PROVIDER.

在法律许可的范围内，我们对第三方提供者的违背保证的行为不承担责任，包括但不限于特定目的适用性的暗示保证、适销性、非侵权性或准确性，我们对于第三方提供者（包括侵权的任何责任）的有关产品和/或服务或通过服务提供的信息违约或不法行为也不承担责任。我们对于任何第三方提供者违反本协议约定的行为，或任何第三方提供者违反国家及地方各级法律法规的行为也不承担责任。

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY PROVIDER'S BREACH OF ANY WARRANTY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR ACCURACY, NOR SHALL WE BE RESPONSIBLE FOR ANY OTHER BREACH OR WRONGDOING OF A THIRD PARTY PROVIDER (INCLUDING ANY LIABILITY IN TORT), AS TO ANY PRODUCTS AND/OR SERVICES OR INFORMATION AVAILABLE THROUGH THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY PROVIDER'S FAILURE TO COMPLY WITH THIS AGREEMENT NOR FOR ANY THIRD PARTY PROVIDER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, NATIONAL AND LOCAL LAW.

18. **免责。**考虑到提供者免费提供产品且许可中授予您的权利，您同意：当您违反本许可或具有其他疏忽或有意而为的不法行为，在第三方对此提出索赔时，您应当免除提供者的全部责任、赔偿金、费用和开支（包括律师费）。

Indemnification. In consideration of Provider's provision of the Product to you without a fee and the rights granted to you in the License, you agree that you shall 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. **同意仲裁：**如您与我们之间发生任何争议且未能通过友好协商进行解决，双方同意将该争议提交仲裁而非诉讼。仲裁应提交至上海国际仲裁中心。

Agreement to Arbitrate. If any disputes between you and us cannot be settled through amicable consultations, both parties agree to take the dispute to arbitration rather than litigation. The arbitration should be submitted to Shanghai Arbitration Commission.

20. 适用法律

本协议应当根据中华人民共和国法律进行解释。

Governing law. This Agreement shall be interpreted in accordance with and governed by the laws of the People's Republic of China.

21. **出口管制。**您将遵守美国、中国以及其他相关国家和地区的出口管制方面的法律、法规。非经中国、美国法律或其他任何适用法律法规的授权，您不会将服务或服务所提供的产品中被列入 ITAR 的美国军用品管制清单、EAR 的商务用途出口管制清单和/或中国出口管制清单中的商品、材料、软件及技术出口、再出口、进口、出售或转让至：（a）至美国、中国的禁运国家，或（b）至美国财政部的《特别指定国家名单》或美国商务部的《拒绝往来人员或实体名单》。在使用服务或产品时，您陈述并保证您没有处于上述国家，也不属于名单范畴。您也同意，您不会使用美国及中国法律所禁止的方式使用服务或产品，包括但不限于开发、设计、制造或生产核武器、导弹、化学或生物武器。

Export compliance. You will comply worldwide with all laws and regulations applicable with the Product. You may not use, export, re-export, import, sell, or transfer the Product except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, the Product may

not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Product, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Product for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

22. **通知。**提供者会通过您与我们帐户相关联的邮箱地址（如有）、常规信件或在服务上公布的方式，向您发送有关产品的通知，包括对本许可的修改。

Notices. Provider may provide you with notices regarding the Product, including changes to this License, by email to your mail address associated with your account if available, by regular mail, or by postings on the Services.

23. **其他。**未经提供者的同意，您不得转让本协议。您、提供者和我们是独立的合同方。如果本协议的任何条款无效或不可执行，那么无效条款从本协议中移除，本协议其他部分仍然具备充分效力。除非一方书面放弃权利，本许可的任何条件都不得视为放弃权利。本许可构成各方之间的整体协议，除此之外，各方之间不存在任何陈述、谅解或协议。除非提供者书面同意，您不能更改本许可。在进行通知的情况下，提供者有权修改本许可，如果您不同意修改，则您应当停止使用产品。如您继续使用产品，则视为您接受了对许可的修改。

Miscellaneous. You may not assign this License without permission of Provider. You, Provider and we are independent contracting parties. 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 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 Product. Your continued use of the Product will be deemed acceptance of such modifications.

安吉星服务协议

本服务协议条款系由您与上海安吉星信息服务有限公司（下称“我们”或“安吉星”）签署。本条款适用于您使用安吉星服务（“安吉星服务”）。本服务协议条款以及所有相关文件（以下统称“本协议”）均具有法律约束力。

1. 我们目前提供的服务可参见安吉星网站 www.onstar.com.cn。您可获得的服务取决于您购买的车辆和取决于您订购或获赠的安吉星服务套餐。
2. **付款：安吉星所有服务的购买均采用预付费方式。购买安吉星服务的费用总额中不包括第三方服务所发生的任何费用，**您需要直接将该等费用支付给该等第三方，例如紧急服务提供商、现场服务提供商、拖车公司、医疗机构或酒店等。
3. **同意条款：您必须接受本协议方能开通安吉星服务。**除非适用法律另行规定，**您接受本协议将在以下事件中最早发生之日后生效：**（1）您签署本协议；或（2）您访问安吉星官方网站、安吉星手机应用、安吉星微信公众号、安吉星车载系统或其它渠道并在线确认同意本协议；或（3）您购买或租赁配有安吉星服务的新车辆或二手车辆；或（4）您联系安吉星客服顾问完成安吉星服务注册时；或（5）您、或您授权使用车辆的任何人使用安吉星服务或接受我们的任何服务援助。**本协议包括本协议正文、[《安吉星个人信息保护政策》](#)和[《安吉星 APP 个人信息说明》](#)等文件，请您在阅读本协议正文时一并阅读前述其他文件。如您同意本协议，则意味着您已认真阅读、理解本协议正文以及本协议所提及或附随的包含在本协议中的其他条款，包括《安吉星个人信息保护政策》和《安吉星 APP 个人信息说明》（您可点击前述文本链接/通过经销商获得或参阅网站 www.onstar.com.cn 或/安吉星车载系统或/安吉星手机应用或安吉星微信公众号等其它渠道）。我们可能通过邮寄、您车辆中的安吉星设备、或安吉星网站向您提供其他指南、政策或程序，您应在使用相关功能或服务前阅读并同意受该等条款、指南、政策或程序的约束。如您不需要使用任何安吉星服务，请按照本协议提供的方式联系我们。您不同意收集和使用相关信息会导致我们无法提供部分或全部服务。**除非适用法律另行规定，本协议将在您按照上述规定接受本协议后生效，直至您或我们按照本协议规定取消或终止部分或全部服务。
4. **用户资格：您必须具有与您行为相适应的民事权利能力及行为能力，才可使用我们的服务。**如不符合本项条件，您及您的监护人应依照法律规定承担因此而导致的一切后果。
5. **注册信息：在注册和使用安吉星平台服务期间，您提交的所有资料和信息应当真实、准确、完整、有效和合法。**如有变更，请及时更新。如果因注册信息更新不及时，导致我们无法向您提供服务或发生错误，我们不承担任何法律责任。如果注册信息出现违法和不良信息，经审核，我们将有权不经通知您采取暂停使用、注销账号等措施。
6. **账号使用：您有责任妥善保管帐号信息及密码的安全，并同意在任何情况下不向他人透露帐号及密码信息。**同时，您应对使用您账号进行的所有活动负全部责任；您不得在我们的平台上（如“星友圈”、“星论坛”）发布、传送、传播违反国家法律法规、公序良俗或侵犯其它用户或第三方合法权益的任何信息内容。若您没有遵守这些要求，您应当自行承担法律责任。
7. **SIM 卡：您的安吉星车载系统配备有一张 SIM 卡，您需按照国家法律法规的要求完成实名制登记，该 SIM 卡仅能够被使用于安吉星车联网业务，若您利用 SIM 卡进行违法犯罪活动，您应当自行**

承担法律责任。另外，如果您没有进行实名制登记，仅能开通紧急呼叫、应急救援等涉及生命安全的功能，不能进行联网并传输数据，进而导致我们无法向您提供部分或全部安吉星服务。

8. 无线服务供应商提供的全音控免提电话时长和数据包：在您获得安吉星服务后，您需要购买无线电话通话时间和/或购买热点数据包，才能通过您车辆上的安吉星设备享受无线服务提供商提供的全音控免提电话时间和/或热点数据流量。全音控免提电话时间和热点数据服务是由无线服务提供商提供，安吉星仅为实现前述服务提供必要的技术支持，无线服务提供商将负责全音控免提呼叫和热点数据服务的提供和质量，安吉星不对全音控免提电话服务和热点数据服务的质量承担任何责任。经安吉星同意，您可将剩余的无线通话时间随同剩余期限内的安吉星服务转移至您配有安吉星的其他车辆（此项功能的开通以安吉星的通知为准），但您不得将剩余数据包单独转移到您的其他车辆，也不能将剩余的通话时间单独转移到您的其他车辆。此外，如您取消安吉星服务，由于技术原因，您的剩余通话时间和数据流量也一并作废，我们将不予退款。

9. 个人信息保护：安吉星非常重视用户个人信息的保护。安吉星将按照相关法律法规的要求、《安吉星个人信息保护政策》以及《安吉星 APP 个人信息说明》等相关约定处理和保护有关您的信息，包括您的基本信息、账户信息、车辆信息和驾驶信息等。《安吉星个人信息保护政策》以及《安吉星 APP 个人信息说明》就安吉星如何处理和保护该等信息做出了详细说明。请您一并仔细阅读前述文件，您接受本协议视为您已仔细阅读、了解并同意《安吉星个人信息保护政策》及《安吉星 APP 个人信息说明》以及本协议正文中所述之全部内容。如您对车辆进行出售、转让、出租或处置，我们建议您删除您的车辆或相关账户中所包含的全部信息。

10. 其他用户：本协议适用您车辆的安吉星服务的所有使用者，包括但不限于使用您车辆的人员以及您车辆的承继车主。您将对其他用户的所有行为承担责任，包括所有获得或使用安吉星服务的行为。除此之外，如果您将车辆授权或者允许他人使用，则您必须确保告知并获得使用人同意，我们将在使用人使用您的车辆期间，视为您使用车辆，进而按照本协议以及安吉星的服务功能需要收集车辆相关信息。您需要告知其他使用者其获得和使用安吉星服务的行为应受本协议约束，告知其他使用者其使用服务需要适用本协议所附的隐私声明，并确保其他使用者遵守本协议相关条款。

11. 取消和终止：在以下情况之一发生时安吉星服务可被取消或终止：（1）您可随时因任何合理原因取消或终止您的安吉星服务；和（2）在法律允许的范围内，我们提前 30 天发出通知取消或终止您的安吉星服务。取消和终止的例外情形：为满足法规政策及政府的特殊要求，例如如果您购买的是新能源车辆（含混合动力车辆），在这种情况下您可能无法取消或终止您的部分或全部安吉星服务。

12. 退款政策：如安吉星服务被取消或终止，我们将根据我们的退款政策为您办理服务终止手续。安吉星服务的退款将仅限于以服务期内每天分摊的您直接支付给我们的服务预付款乘以服务期限内剩余未用的天数来折算应返还给您的预付款项。因退款产生的手续费由您承担，将直接从退款中扣除。但是，如果您的车辆配备的是免费赠送的安吉星服务套餐，则该免费套餐不在可退款的范围内。您的安吉星服务一旦终止，其对应的账户和第三方提供的全音控免提电话号码或/和数据流量包服务，我们将有权停用或收回。

13. 允许要求：我们仅接受您或您的授权代理人提出的有关激活、终止、变更、重新激活或转让您购买的安吉星服务等方面的要求。我们可能会根据我们届时的规定对上述服务收取相关费用。在我们同意后，您可在已购安吉星服务套餐的有效期内申请将剩余的服务期转移至您名下的其他车辆（取决于受让该服务的车辆是否有安吉星相关服务配置）。但是，安吉星免费套餐服务期限内的剩余服务不得转移。

14. 服务限制：我们仅对中国大陆地区提供服务。您车辆所在位置的无线网络信号的强弱可能影响我们的服务质量和效率。此外，与车辆位置相关的安吉星服务仅能在同时满足以下三个条件时才能提供：**（1）GPS 卫星信号无阻碍；（2）该地区可接收到电信运营商无线网络信号；以及（3）GPS 卫星信号与随车终端硬件相匹配。**另外，您的车辆还需具备有效的电气系统（包括电量充足的电池）以供安吉星系统运作。如果您的随车终端设备未经（我们或由我们授权的机构或人员）妥善安装，或者您未遵守政府规定，或您未将这些设备和您的车辆保养至良好或正常运行状态，安吉星服务可能无法运作。若您擅自增加或变更您车内的安吉星设备的任何硬件或软件系统，安吉星服务也可能无法运作。我们提供的导航路线来源于我们可以获得的最新地图信息，但局限于地图数据更新的普遍滞后性，该导航路线可能存在某些差错或遗漏。对于因此而给您造成的损失，我们不承担赔偿责任。此外，请在日常行驶中务必遵守国内的交通及道路法律法规，在遵循导航系统指示的同时请务必根据当时实际路况谨慎判断，确保安全合法地行车，否则，您应自行承担因此遭受的损失。如果您在您的车辆上自行安装任何硬件设备，或者对您的车辆进行任何改装或改造，均可能导致安吉星服务无法正常运行，我们不对由此产生的损害承担任何责任。

15. 第三方紧急服务提供商：第三方服务提供商和安吉星为互相独立的实体。安吉星仅作为您或您的车辆与第三方服务提供商之间的联络桥梁。我们无法确保所有的第三方服务提供商都会响应或都能及时响应，也不能承担由于第三方服务提供商能否响应以及能否及时响应所产生的责任。另外，根据某些地区的规定，紧急服务提供商在提供紧急援助和服务之前应先确认是否发生紧急事项。若您在这些地区按下红色紧急按钮后我们无法听见您的具体要求或无法以其他方式确认您确实处于或发生了紧急状况（除非我们事先被告知您是聋哑人或听力障碍），我们将不会联系这些地区的紧急服务提供商。若我们无法听见或了解您的具体需求，对于以下任何车辆，包括但不限于被租赁车辆、正在行驶的车辆以及位于特定场所（如：车辆经销商、车辆租赁公司或您注册时留存的个人地址）的车辆，即使您按下红色紧急按钮，我们也不会联系任何地区的紧急服务提供商。但是，对于安全气囊爆开自动求助报警，安吉星呼叫中心一旦收到该报警，即自动判定已发生紧急事件并为您联系所需的紧急服务提供商。我们不保证安吉星服务始终无错误运行或按照您希望使用的方式运行，亦不保证安吉星服务始终运行。

16. 软件更新：如您车辆内的软件须进行修改或升级，我们和您的车辆生产商可对您的车辆系统进行远程更新或修改（包括通过任何通讯或数据传输的方式的更新，如远程更新）而无须向您发出进一步通知或获得您的同意。软件更新或修改可能会影响甚至删除储存于您车辆系统中的个人信息或数据。请注意储存和备份您的个人信息或数据。您已明确同意我们可根据本条款进行该等更新或修改。

17. 车辆被盗救助：如您购买的安吉星服务套餐中包括车辆被盗服务，则申报车辆被盗或车内乘坐人员失踪，安吉星将尽最大努力确定车辆地点。

18. 服务转让：如您购买或租赁二手车辆，并且您希望继续在该车辆中使用安吉星服务，请与我们联系，以便创设您个人的账户以取代前任车主的注册账户。如您未能在服务有效期内联系我们，我们将继续沿用前车主所备案的信息并按照前车主登记的电子邮箱或邮寄地址发送车况检测报告和其他服务信息，届时产生的相关后果、纠纷等将由您和前车主自行承担。

19. 通知安吉星车辆出售或转让的义务：如您出售、转让、出租或提供他人使用注册在您的安吉星账户之下的任何车辆，请务必及时主动通知我们。如您未正式告知我们的情况下出售、转让、出租或提供他人使用您的车辆，则无论该车的新车主为谁，我们仍将向您收取任何与该车相关的安吉星服务费用。这项义务对于帮助保护您的账户和个人信息，避免在出售、转让、出租或提供他人使用后继续向您收取安吉星服务费至关重要。

20. **知识产权：**我们和我们的许可人分别对任何及所有与安吉星服务（包括但不限于任何软件）相关的所有权利、权属和权益以及对所有知识产权保留所有权。任何规定均不构成授权、出售、转让或让与知识产权中的任何权利、权属或权益。同时，（1）您不得直接或间接地反编译、反汇编、反向工程、修改、变更、分解、去混淆我们的服务及内容相关的软件，亦不得尝试获得该软件的源代码或修改或创建其衍生作品；（2）您不得分离或分开软件中嵌入的任何资料、文件、模块或其他组件；（3）您不得删除或者复制软件中包含的任何自述文件通知、免责声明、标识及标签。软件中若纳入了用于保护软件中著作权及防止未经授权拷贝及使用的某些技术方法，您确认，如果故意规避或破坏技术方法，您将承担相应的法律责任。此外，您确认不以违反任何适用法律的方式或者为任何违法行为提供便利的目的使用我们的软件。若您违反本条款的任何规定，我们有权停止为您服务，并向您追究相应的法律责任。
21. **索赔限制：**除非适用法律另行要求，安吉星将不就因我们违反本协议产生的任何索赔向您做出金钱赔偿；但安吉星可通过延长您的安吉星服务套餐有效期或其他补偿方式就该等索赔向您做出赔偿。
22. **争议解决：**如您与安吉星之间发生任何争议且未能通过友好协商进行解决，双方同意将该争议提交我们注册地址所在地有管辖权的法院诉讼处理。
23. **联系方式：**有关我们或安吉星服务的进一步的详细信息，请登录安吉星网站 www.onstar.com.cn。您可按照以下方式随时与我们联系：（1）拨打安吉星 24 小时客户服务热线 400-820-1188；（2）按动车内后视镜下方蓝色按钮与我们的安吉星客服顾问联系；（3）致函上海安吉星信息服务有限公司客户关系部（地址：上海市佳桥路 199 号，邮编：201206）。