

## **GlobalConnect Terms of Service**

### **1. Your Acceptance**

A. By using and/or visiting this GlobalConnect website ("Website"), you agree to and accept (1) these terms of service (the "Terms of Service"), and (2) the Privacy Statement found at the bottom of this Website. In addition to these Terms of Service, unique terms of service may apply to a specific application within GlobalConnect. If you do not agree to any of these terms, or the privacy statement, please do not use the Website. The Website is operated by General Motors LLC ("GM").

### **2. The Website and Third Party Links**

A. These Terms of Service apply to all users of the Website.

B. The Web site may contain links to third-party websites that are not owned or controlled by GM. GM has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third Party websites. In addition, GM will not and cannot censor or edit the content of any Third Party website. By clicking on links, you expressly relieve GM from any and all liability arising from your use of any Third Party website, or from the content of any Third Party website.

C. Accordingly, we encourage you to be aware when you leave the website and to read the terms and conditions and privacy policy of each website that you visit.

### **3. Accounts**

A. In order to access some features of the Website, you may have to create an account. You may never sign on under another user's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You should notify GM immediately of any breach of security or unauthorized use of your account.

B. GM will not be liable for any losses caused to you by any unauthorized use of your account. However, you may be liable for the losses of GM or other parties due to such unauthorized use.

### **4. General Use of the Website -- Permissions and Restrictions**

GM hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

A. You agree not to alter or modify any part of the Website.

B. You agree not to access Website content through any technology or any unauthorized means other than user interaction expressly invited on the Website itself.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Website servers in a given period of time than a human can reasonably produce in the same

period by using a conventional on-line web browser. Notwithstanding the foregoing, GM grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. GM reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website.

D. You will otherwise comply with these Terms of Service, and all applicable local and national laws and regulations.

E. GM reserves the right to discontinue any aspect of the Website at any time.

## **5. Your Use of Content on the Site**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content and applications on the Website.

A. The content on the Website, including without limitation, the text, applications, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to GM, subject to copyright and other intellectual property rights under the law.

B. You may access Website Content only as permitted under this Agreement. GM reserves all rights not expressly granted in and to the Website Content.

C. You agree not to engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein, including any use, copying, or distribution content obtained through the Website for any commercial purposes unless otherwise agreed to in writing by GM.

D. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

## **6. Dealer Security Administrators**

A. Dealer Security Administrators agree to perform bi-annual access control list reviews of their dealer employees who have access to the Website.

## **7. Copyright Infringement Notification**

To file a copyright infringement notification with us, you will need to send a written communication that contains the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material on our Website that is claimed to be infringing, with information reasonably sufficient to allow us to locate the material.
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the matter complained of is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notification should be sent to:

Ryan Zemmin

100 GM Renaissance Center

Detroit, MI 48265

MC : 482 - A29 - D24

Fax : 313-667-4007

## **8. Account Termination Policy**

A. GM reserves the right to terminate a user's access to this Website for violating these Terms of Service and as determined in its sole discretion.

## **9. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, GM, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. GM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED

THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEB SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD-PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. GM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEB SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND GM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### **10. Limitation of Liability**

IN NO EVENT SHALL GM, OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEB SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT THE ABOVE PARTIES SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

#### **11. Indemnity**

You agree to defend, indemnify and hold harmless GM, and its parent corporation, subsidiaries, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Service; or (iii) your violation of any third party right, including without limitation any copyright, trademark, property, publicity or privacy right. This defense and indemnification obligation will survive these Terms of Service and your use of the Website.

## **12. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

## **13. Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by GM without restriction.

## **14. General**

You agree that: (i) the Web site shall be deemed solely based in New York; and (ii) the Website shall be deemed a passive Website that does not give rise to personal jurisdiction over GM, either specific or general, in jurisdictions other than New York. These Terms of Service shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. Any claim or dispute between you and GM that arises in whole or in part from, or that relates to, the Web site shall be decided exclusively by a court of competent jurisdiction located in New York, New York. These Terms of Service, together with the Privacy Statement; and any other legal notices published by GM on the Website, shall constitute the entire agreement between you and GM concerning the Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and GM's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. GM reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Web site following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.