

BOOK by Cadillac Membership Agreement

Please read this BOOK by Cadillac Membership Agreement carefully as it contains important information about your legal rights, remedies, and obligations. By participating in the BOOK by Cadillac Program, you agree to follow and be bound by this Agreement.

If you have any questions regarding this Agreement or the BOOK Program, please contact us via email at info@bookbycadillac.com or call us at (844-740-BOOK).

For EMERGENCY situations, call 911 or press the red OnStar button in the Vehicle for assistance. For roadside assistance services, press the blue OnStar button in the Vehicle to request OnStar Services or to speak with an OnStar advisor.

Last Revised: May 21, 2018

Welcome and thank you for your interest in BOOK by Cadillac!

General Motors LLC ("**BOOK by Cadillac**", "**we**", or "**us**"), provides an on-demand service that allows eligible and approved BOOK by Cadillac users with active BOOK by Cadillac Membership Agreements ("**Members**") to reserve and drive BOOK by Cadillac Vehicles ("**Vehicles**"). These terms of service constitute a legally binding agreement ("**Agreement**") between you and BOOK by Cadillac governing your access to and use of our website (the "**BOOK Site**"), mobile application (the "**BOOK App**"), Vehicles, and all other associated services (collectively, "**BOOK by Cadillac Services**"). The BOOK Site, BOOK App, and BOOK by Cadillac Services together are collectively called the "**BOOK Program**."

Our Privacy Statement outlines how we use and safeguard your information. You understand that by participating in the BOOK Program, you consent to the collection, use, and disclosure of your personally identifiable information and aggregate data described in our Privacy Statement, and to have your personally identifiable information collected, used, transferred to, and processed in the United States.

We may update, modify, or amend the terms of this Agreement from time to time during your participation by posting the updates on our website or otherwise making the updates available to you. It is your responsibility to frequently review the updates during your participation in the BOOK Program. You may cancel your participation in the BOOK Program at any time by providing notice to us or as otherwise provided in this Agreement.

1. BASIC TERMS

- 1.1. The BOOK Program enables you to have continuous access to Vehicles from our fleet and the ability to select and exchange Vehicles through the BOOK App, subject to availability and in accordance with the terms of this Agreement. We will deliver and retrieve Vehicles from you within a set geographic area described in the Rules of Use below.
- 1.2. We own the Vehicles. You will not acquire any ownership interest in any Vehicle or other items made available to you for use during the term of this Agreement. Your use of any Vehicle or item provided to you under this Agreement is limited to the terms of this Agreement. Only we may transfer the Vehicles.

1.3. Your possession of a Vehicle must not exceed 30-consecutive days (each a “**Rental Period**”) without renewing this Agreement. On or before the expiration of the 30-consecutive day period, you will be offered the right to enter into a new Rental Period. We reserve the right for a BOOK by Cadillac concierge to inspect the Vehicle before delivering a new Vehicle or agreeing to a new Rental Period.

1.4. For rentals commencing in New York:

NOTICE: New York State Law prohibits the following practices by rental Vehicle companies based upon race, color, ethnic origin, religion, disability, sex, marital status, or age: (1) refusal to rent; (2) the imposition of any additional charge (except in certain instances where the renter is under the age of 25). In addition, it is unlawful for any rental Vehicle company to refuse to rent a Vehicle to any person solely on the requirement of ownership of a credit card. NY CLS Gen Bus § 396-z (15).

1.5. For rentals commencing in New York City:

IF YOU HAVE MADE A RESERVATION FOR A CAR (OR TRUCK), THAT RESERVATION MUST BE HONORED AT THE PRICE ORIGINALLY PROMISED, WITHIN ONE-HALF HOUR OF THE TIME ORIGINALLY PROMISED, UNLESS YOU ARE TOLD WHEN YOU MAKE THE RESERVATION THAT IT IS NOT GUARANTEED. TO REPORT COMPLAINTS, CONTACT THE NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NY 10004, COMPLAINT PHONE: 311.

2. ELIGIBILITY AND RESPONSIBILITIES.

2.1. Eligibility. Please note that acceptance of your application is subject to our approval in our sole discretion and your membership may be denied or terminated based on changes to eligibility criteria, updated from time to time. You represent and warrant that you and any Authorized Driver (defined below) on your account meet the following BOOK Program eligibility requirements:

2.1.1. You possess a valid driver’s license issued by the jurisdiction in which you reside that has not been modified, suspended, revoked, or otherwise restricted (except for corrective lens) in any way and will present it to us upon reasonable request for proof. If you possess a non-US driver’s license it must be considered valid in the state in which you reside.

2.1.2. You are at least 18 years of age.

2.1.3. You have not been convicted in the last five (5) years of any of the following motor vehicle violations:

- Driving while operator’s license is restricted, suspended, revoked or denied;
- Vehicular manslaughter, negligent homicide, felonious driving or felony with a Vehicle;
- Operating a vehicle while impaired, under the influence of alcohol or illegal drugs, or refusing a sobriety test;
- Failure to stop or identify after a crash (includes leaving the scene of a crash; hit and run; giving false information to an officer);
- Eluding or attempting to elude a law enforcement officer;

- Traffic violations resulting in death or serious injury; or
 - Any other significant violation warranting restriction or suspension of license; and
- 2.2. Meet our driving history eligibility standards.
- 2.3. Additionally, if you are between the ages of 18 and 21, you have not been convicted in the past one (1) year of any moving violations or other traffic law violation.
- 2.4. Driving Records and Background Check. By submitting a membership application, you authorize us to perform a background check of you and obtain your driving records at any time, as permitted by law and consistent with the information and disclosures provided in Schedule 1 and 2 of this Agreement.
- 2.5. Updating Information. You must maintain your current e-mail address, mailing address, mobile phone number, and any other contact information as required by us for participation in the BOOK Program.
- 2.6. You must immediately notify us if your driver's license expires or is in any way modified, suspended, restricted, or revoked or if you fail to meet any eligibility requirement.
- 2.7. In the event we become aware of a violation of any traffic law involving a Vehicle, you are obligated to provide complete and accurate data of the driver (full name, date of birth, current address) who was operating the Vehicle at the time of the alleged violation, at our request.
- 2.8. Your Responsibilities. You and any Authorized Driver on your account are responsible for:
- 2.8.1. Reading, understanding and complying with (a) the BOOK Program Rules of use below, (b) the BOOK Program Privacy Statement, (c) the BOOK Program End User License Agreement, and (d) the Background Check Disclosures attached.
- 2.8.2. Any loss of, or damage to, goods and personal belongings in or on the Vehicle whether owned by you or third parties. We take no responsibility for any such loss or damage.
- 2.8.3. Any traffic citations, parking charges, parking citations, tolls, towing fees, storage fees, impounding fees, and any other fines or penalties resulting from your use of a Vehicle, as well as all reasonable costs arising from a Vehicle being returned or left at any location other than what is specified for authorized return or exchange.
- 2.8.4. Covering the cost of fuel and any necessary refueling costs.
- 2.8.5. Immediately notifying the BOOK by Cadillac of any incident or potential safety concern you identify in a Vehicle; and
- 2.8.6. Complying with the following procedures in the event of an incident involving a Vehicle:
- For EMERGENCY situations, you must immediately press the red OnStar button for assistance or call 911. When you are safe and able, report the incident to BOOK by Cadillac (844-740-BOOK). Instructions are provided in the glove compartment of the Vehicle.
 - For non-emergency situations, you must promptly report the incident to BOOK by Cadillac.
 - In the case of an incident within the delivery radius, BOOK by Cadillac will retrieve the Vehicle in the accident and replace it with another Vehicle. BOOK by Cadillac cannot

guarantee that the equivalent model and year of Vehicle will be delivered, but will make reasonable efforts to deliver the same Vehicle.

- If an incident occurs outside of the delivery radius, OnStar will coordinate a tow truck, if appropriate. A replacement Vehicle will not be available for delivery; however, reasonable efforts will be made to secure appropriate transportation.
- 2.8.7. In the event that a Vehicle requires maintenance, you will be notified and provided with a replacement Vehicle. Exchanges for maintenance purposes will not count against your balance of permissible exchanges each year.
- 2.8.8. Returning the Vehicle to the proper location when your reservation ends. To the extent permitted by law, we may recover a Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement.
- 2.9. You or your spouse or one additional person from your household who has applied and been accepted into the BOOK Program are “**Authorized Drivers**”. Authorized Drivers also includes other persons specified by law, such as a person who operates the Vehicle during an emergency to a medical facility. Only Members and other Authorized Drivers are permitted to drive the Vehicles. In addition to other rights of recourse we may have, and to the extent permitted by applicable law, you agree to pay liquidated damages of \$500 per violation of this rule.
- 2.10. For rentals commencing in California: Warning: California Vehicle Code Section 10855 provides the following: “Whenever any person who has leased or rented a Vehicle willfully and intentionally fails to return the Vehicle to its owner within 5 days after the lease or rental agreement has expired, that person shall be presumed to have embezzled the Vehicle.”
- 2.11. Your failure to meet these eligibility requirements or fulfill these responsibilities may result in termination or modification of your membership, exercised in our sole discretion.

3. FEES.

- 3.1. Initiation Fee: There is a non-refundable, one-time \$500 initiation fee that will be charged to you upon approval of your membership.
- 3.2. Membership Fee: The membership fee is \$1,800 per month and is inclusive of Vehicle use, insurance, reasonable maintenance, and state and local taxes. Upon your reservation of a Vehicle, we will pre-authorize \$1,800 to the payment method you provide and a successful pre-authorization is required to reserve a Vehicle.
- 3.3. Tolls. You will be liable for any tolls (“**Tolls**”) and toll evasion fees, fines and similar fees (“**Toll Fines**”) incurred while using the Vehicle though the Vehicle may be equipped with a toll pass. If we receive notice that you incurred a Toll using a Vehicle’s toll pass, you will be charged the actual Toll fees assessed (whether electronic, cash, single-occupancy, or other). If we receive a notice and process a Toll Fine, you will be charged for the Toll Fine as well as a \$30 processing fee plus applicable taxes. To avoid payment of Tolls or Toll Fines, you must either: pay all tolls with a personal transponder that is accepted by the toll authority; use only cash lanes and pay cash; plan a route to avoid tolls; or consult local authorities for other payment methods. Certain toll roads do not accept cash. If you travel on such a road without using an alternative payment method, you will incur a Toll and/or a Toll Fine. To facilitate the payment of Toll Fines incurred during a

Rental Period, you authorize us to release your information (including your credit and debit card information) to charging authorities and third-party processing agents (“Processors”) for the purpose of paying any fines and penalties assessed against you during a Rental Period. If we or a third-party processing agent charge you for a Toll that you believe you paid, you will not be relieved of your obligation to pay us or the third-party processing agent for the Toll unless you submit to us proof of the payment. You also authorize us to provide your personal and payment method information to the charging authorities for the purpose of processing a violation.

- 3.4. Tickets/Violations Fee. You are responsible for timely responding to and paying any parking tickets and moving violations (“Violations”) incurred during a Rental Period. To facilitate the payment of Violations incurred during a Rental Period, you authorize us to release your information (including your credit and debit card information) to Processors and charging authorities for the purpose of paying any fines and penalties assessed against you during a Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we or a Processor may, in our sole discretion, and without prior notice to you, pay the Violation plus applicable taxes, on your behalf directly to the appropriate authority. We or the Processor will charge you the face value of the Violation and any taxes plus a processing fee of up to \$30 for each Violation. If we or a Processor elect to pay the Violation, you may not be able to challenge the validity of the Violation before the issuing authority. In the alternative, we or the Processor may, in our sole discretion, elect to transfer liability for any Violation assessed against a Vehicle during the Rental Period to you personally in jurisdictions that permit such transfers of liability. If liability is transferred to you, we or the Processor will charge you an administrative fee of up to \$30 per Violation. You further understand and agree that, in the event we receive notifications by prosecution authorities of traffic rule violations allegedly committed with a Vehicle, we will be entitled to provide complete and accurate data (full name, date of birth, address) of all Authorized Drivers at the time of the alleged traffic rule violation to the respective prosecution authorities.
- 3.5. Cleaning Fee. You are to return the Vehicle in a clean condition for others to use. If the Vehicle is not returned in a clean condition, as we determine applying a common-sense standard of cleanliness (ex. odor or residue from smoking, pet hairs, etc.), you will be charged up to \$150-plus applicable taxes for cleaning fees. You may additionally be removed from the BOOK Program for failure to return Vehicle in a clean condition.
- 3.6. Unauthorized Driver Fee. In addition to other rights and remedies we may have in this Agreement for use of a Vehicle by an unauthorized driver, to the extent permitted by applicable law, you agree to pay us a fee of \$500 plus applicable taxes if you allow an unauthorized person to drive a Vehicle.
- 3.7. Low Fuel Charge. You will receive each Vehicle with $\frac{3}{4}$ tank of fuel and are to return the Vehicle with at least $\frac{3}{4}$ tank of fuel. If a Vehicle is returned with less than a $\frac{3}{4}$ tank of fuel (determined in our discretion and applying a common sense standard), you will incur a refueling charge of the market rate amount of fuel plus taxes required to fill the tank to $\frac{3}{4}$ full. You will not receive credit if you return the Vehicle with more than $\frac{3}{4}$ tank of fuel.
- 3.8. Deductible. You agree that we may, in our sole discretion, charge you a fee of up to \$1,000 plus any taxes as a deductible (“Deductible”) for any damage or loss to a Vehicle that occurs during a Rental Period. If the Vehicles are used in accordance with the Rules of Use, you will not be charged for any damage to or loss of the Vehicle beyond the Deductible. However, if you fail to comply

with the terms of this Agreement, you agree to pay for any damages or loss beyond the Deductible.

- 3.9. Other Violations. In addition to other rights and remedies we may have in this Agreement, we may charge you the actual cost to us, plus applicable taxes, for any violation of this Agreement if such violation results in an intervention by us to remedy the situation.
- 3.10. Delayed Billing. Billing may be delayed or appear in a later billing cycle. In addition to charging your payment method on file, we reserve the right to collect the charges referenced above through payment by money order, cashier's check, or a similarly secure form of payment. If you have more than one account with us, you must keep all accounts in good standing. If one account is past due, all accounts in your name are subject to interruption or termination and all other available collection remedies.
- 3.11. Deposit. We may require you to make deposits or advance payments to offset any unpaid balance on your account. Interest will not be paid on deposits or advance payments unless required by law. We may restrict the total number of Vehicles you may rent concurrently.
- 3.12. Collections. You authorize us and outside collection agencies, outside counsel, or other agents to contact you in connection with matters relating to unpaid past due fees and charges. We may contact you through any mailing address, phone number, or e-mail address that you provide us. You acknowledge that any e-mail address that you provide to us is your private address and is not accessible to unauthorized third parties. We may contact you as described above using an automatic telephone dialing system to place live calls and deliver text messages and pre-recorded or artificial voice messages. Message and data rates may apply. In the event we use outside collection agencies, outside counsel, or other agents to collect unpaid past due fees and charges, you agree to pay all costs and fees upon demand and without protest.
- 3.13. Payment Method. You must provide a valid credit or debit card in your name to maintain your BOOK by Cadillac membership. After paying the initiation fee, you must pay the full membership fee and all outstanding charges in advance of each Rental Period.
- 3.14. Payment Authorization. By providing a credit or debit card on your user profile, you authorize us to debit all charges and membership fees due at the onset of each Rental Period. At least ten (10) days prior to the expiration of your current Rental Period, we will send you a renewal confirmation to your most current e-mail address on your user profile. If you wish to enter into a new Rental Period, You must follow the instructions in the renewal confirmation and authorize us to debit your payment method on file for all charges and membership fees set forth in the renewal confirmation. If you dispute any membership fees or charges, you must immediately contact us at info@bookbycadillac.com or 844-740-BOOK.
- 3.15. Receipt. Unless you ask for a paper invoice or receipt to be provided, we may post an electronic receipt to your account or send an electronic receipt to your most current e-mail address on your user profile.
- 3.16. Account Updates. You must keep current your credit or debit card information on file in your user profile on the mobile application. Once you place a credit or debit card on file, we may receive automatic updates from the financial institution that issued your credit or debit card to help keep your billing information current. If your credit or debit card is declined, you must provide new and valid form of payment method within seven (7) days or your membership will be terminated.

- 3.17. Termination by You. You may terminate your membership at any time by returning the Vehicle. However, if you return the Vehicle prior to the last day of your Rental Period, you will not receive credit or a pro-rated membership fee for the remaining days in your Rental Period.

4. INSURANCE; INDEMNIFICATION; PERSONAL PROPERTY; MAINTENANCE; AND REPAIRS.

- 4.1. Insurance; Indemnification; Hold Harmless. Insurance is provided on the Vehicle while you are operating the Vehicle in accordance with the terms of this Agreement.
- 4.2. Our automobile liability insurance policy ("**Policy**") provides 100/300/50 liability coverage for bodily injury or property damage suffered by third parties (*i.e.*, \$100,000 for bodily injury or death of one person/\$300,000 for bodily or injury or death to two or more persons/\$50,000 for property damage). We provide basic state limits for personal injury protection (PIP), and uninsured and underinsured (UM/UIM) coverages. To the extent such protection is imposed by applicable law, that protection will be for the minimum limits required by law. We are liable only up to the maximum amounts under such coverage and only if the Vehicle was being operated by you, another member of the BOOK Program, or a person entitled to insurance coverage under applicable law. You may be liable to an injured person for amounts awarded in excess of such maximum amounts. Coverage under the Policy is void if you permit an unauthorized driver to use or operate a Vehicle or if you otherwise materially breach this Agreement and Rules of Use.
- 4.3. You are responsible for any and all loss of or damage to the Vehicle resulting from any cause including but not limited to collision, rollover, theft, vandalism, seizure, fire, flood, hail or other acts of nature or God regardless of fault up to the Deductible amount of \$1,000.
- 4.4. In addition to the amounts described in Section 4.2 above, you also are responsible for a reasonable administrative fee for processing our claim and costs associated with recovery of the Vehicle, including towing, storage, and impound charges, if any. You are not responsible for normal wear and tear on the Vehicle. Before each reservation we ask you to check the car inside and out and report any damage.
- 4.5. In addition, you agree to defend, indemnify and hold us, our affiliates and respective directors, officers, shareholders, employees and agents harmless from all claims, liability and expenses arising out of your non-compliant or reckless use of the Vehicle regardless of whether those claims arise from you or any third party. We may recover damages suffered by us that you owe under this Agreement by charging the payment method you provided.
- 4.6. **For rentals commencing in New York: - Notice regarding right to Inspect: You have the right to inspect a Vehicle at the time it is delivered to you and when it is returned to us pursuant to NY CLS Gen Bus §396-z(5)(c). Upon return of the Vehicle or within 72 hours of its return, an Authorized Driver or his or her insurer must notify us that he or she wishes to inspect the damaged Vehicle, or else the right to inspection will be waived. The inspection must be completed within 7 days of the Vehicle's return date. If we determine that the Vehicle is a total loss and subject to salvage, the 72-hour notification period and waiver do not apply, and the Authorized Driver or his or her insurer will have 10 business days from receipt of notification from us to inspect the damaged Vehicle, unless we agree to provide access to the Vehicle beyond the 10 business-day time period.**

- 4.7. If an incident occurs while a Vehicle is in your possession, you are solely responsible for paying up to a \$1,000 deductible, to the extent permitted by applicable law (or the entire cost resulting from the incident if you materially breach this Agreement). Delivery of a replacement Vehicle is subject to our discretion and the circumstances surrounding the incident. We reserve the right to request a police report for any incident involving a Vehicle and conduct an investigation into any incident to ensure compliance with this Agreement before delivering a replacement Vehicle.
- 4.8. **For rentals commencing in California: Responsibility for Damage to or Loss of the Vehicle.** You are responsible for all damage to or loss of the Vehicle caused by collision, whether or not you are at fault. Your responsibility will include: (a) all physical and mechanical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, calculated in accordance with Cal. Civ. Code § 1939.07(a), less salvage; (ii) if we determine that the Vehicle is repairable: the actual cost of the repairs performed or the estimated cost of repairs if we elect not to repair the Vehicle; (b) an administrative fee, calculated in accordance with Cal. Civ. Code § 1939.05(d); (c) our actual charges for towing, storage, and impound; and (d) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You are responsible for loss due to theft of the Vehicle and any damage caused by vandalism that occurs in connection with a theft if you fail to exercise ordinary care while in possession of the Vehicle. You are responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
- 4.9. **For rentals commencing in New York: Responsibility for Damage or Loss; Reporting to Police.** You are responsible for (a) all physical damage to the Vehicle, whether or not you are at fault; and (b) mechanical damage related to an accident or caused by your abuse or neglect. Your financial responsibility for physical or mechanical damage to the Vehicle will not exceed the lesser of: (a) the actual and reasonable costs incurred to repair the Vehicle, including fees for towing, storage and impound; (b) the reasonable costs that would have been incurred to repair the Vehicle if we elect not to repair; (c) the actual cash value of the Vehicle immediately before the damage (not to exceed the fair market value, less net disposal proceeds); or (d) if applicable, the \$1,000 deductible described in Section 4.7 of this Agreement. You are also responsible for theft of the Vehicle up to its fair market value if it is established that an Authorized Driver failed to exercise reasonable care or that an Authorized Driver committed, aided, or abetted in the theft of the Vehicle. You must report to us and the police all accidents or incidents of theft and vandalism as soon as you discover them.
- 4.10. You understand that we may not maintain an insurance policy covering all circumstances arising from your participation in this Program or any event related to that participation. As such, you are aware that you should review your personal insurance coverage.

5. LIMITATIONS OF LIABILITY.

- 5.1. Limitation of Liability. We are not liable to you for any indirect, incidental, special, punitive, or consequential damages including loss of opportunity or lost profits arising from this Agreement or the use of any Vehicle.
- 5.2. Waiver, Covenant Not to Sue and Hold Harmless.

- 5.3. As consideration for receiving permission for yourself to participate in the BOOK Program, to the fullest extent permitted by law, you hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes, us, and any of our Members, officers, servants, agents, volunteers, or employees, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY INCLUDING DEATH, that may be sustained by you in connection with your participation in the BOOK Program, including injuries sustained as a result of our negligence. You warrant that there is no medical reason limiting your participation in the BOOK Program.
- 5.4. You acknowledge that there are inherent risks involved with your participation in the BOOK Program and you choose to voluntarily participate in the BOOK Program with full knowledge that it may be hazardous. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by you as a result of participating in the BOOK Program, including injuries sustained as a result of our negligence. You further agree to indemnify us and hold harmless for any loss, liability, damage, or costs, including court costs and attorney's fees that may occur as a result of your participation in the BOOK Program.
- 5.5. It is your express intent that this covenant not to sue and agreement to hold harmless will bind the Members of your family and spouse, if you are alive, and your heirs, assigns and personal representatives, if you are deceased.
- 5.6. You acknowledge and represent that you have read and understand this Section 5 and agree to it voluntarily as your own free act and deed no oral representations, statements, or inducements apart from those contained herein have been made.

6. TERM AND TERMINATION.

- 6.1. Term. This Agreement begins upon our acceptance of your application as a member of the BOOK Program. The term of this Agreement will continue until your membership is terminated in accordance with section 3.17, 6.2, or 6.3.
- 6.2. Termination. We or you may terminate this Agreement at any time for any reason by giving you notice of such termination.
- 6.3. We may immediately, without notice, terminate this Agreement if (i) you or your Authorized Driver fail to meet the eligibility requirements or fulfill the responsibilities in this Agreement; (ii) if you or your Authorized Driver have violated applicable laws, regulations or third party rights, or (iii) we believe in good faith that such action is reasonably necessary to protect the personal safety or property of us, our Members, or third parties (for example in the case of fraudulent behavior of a Member), exercised in our sole discretion.
- 6.4. Termination makes you and any Authorized Driver immediately ineligible to reserve and utilize any Vehicle. Any Vehicle being utilized must be returned immediately.
- 6.5. You remain responsible for all fees, costs, and expenses incurred prior to termination of this Agreement. You will additionally be responsible for, and you agree to pay, any legal fees, court costs, or expenses associated with our enforcement of the terms of this Agreement, whether upon termination or otherwise.

- 6.6. You will not receive credit for the pro-rated membership fee for the days remaining days in the month of cancellation. Intent to terminate must be made three (3) business days before the end of the billing cycle to avoid a charge for the subsequent month.

7. MISCELLANEOUS.

- 7.1. All Vehicles are equipped with OnStar, Sirius XM, and 4G data. By participating in the BOOK Program, you agree to be bound by the terms and conditions of those systems, available at <https://www.onstar.com/us/en/footer-links/terms-conditions.html> and http://www.siriusxm.com/pdf/siriusxm_customeragreement_eng.pdf.
- 7.2. For rentals commencing in California: **We will monitor and use information from telematics, GPS, wireless technology, EDR, or location-based technologies only to the extent permitted by California Civ. Code §1939.23.**
- 7.3. Assignability. You may not assign or transfer the rights of this Agreement in whole or in part under any circumstances. Doing so without our consent will be void and of no force and effect. We reserve the right to assign this Agreement.
- 7.4. Choice of Law. This Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New York, without reference to its conflict of laws principles.
- 7.5. Waiver; Severability. If any one or more of the provisions contained in this Agreement, its Schedules, or any other document executed in connection with this Agreement will be invalid, illegal or unenforceable in any respect under any applicable law, (i) unless otherwise provided under applicable law, the validity, legality and enforceability of the remaining provisions contained in these documents will not in any way be affected or impaired and will remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision will be replaced by us immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision. Failure or delay on our part to exercise any right or privilege under this Agreement will not operate as a waiver nor will any partial exercise of any right or privilege preclude any further exercise of that right or privilege.
- 7.6. Notice. All legal notices to be given by you to us will be in writing and will be (a) personally served or (b) mailed registered, certified, or by overnight carrier, return receipt requested, postage prepaid, or delivered by courier service with charges prepaid. Notice will be deemed given on the date of service if personally served or, if mailed, on the third Business Day after mailing.
- 7.7. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of you and us and is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the foregoing.
- 7.8. Conflict of Terms. Any conflict between these Agreement terms and conditions and those of the OnStar or Sirius XM terms and conditions will be resolved in favor of this Agreement.

RULES OF USE

You should carefully read and understand these Rules of Use (“**Rules**”) before applying to the BOOK Program. By joining the BOOK Program and by your continued use of our Vehicles, you and all Authorized Drivers (defined below) are deemed to have accepted and agreed to comply with the following Rules and terms of this Agreement, any violation of which may result in suspension or termination of your account.

1. **Membership Application** – You must enroll in the BOOK Program by executing this Agreement and signing-up via the BOOK Site or BOOK App.
2. **Reserving a Vehicle** - Upon acceptance into the BOOK Program, you can select a Vehicle from a list of available Vehicles in our fleet using the BOOK App. Vehicle choice is not guaranteed and requests will be filled on a first-come, first-serve basis, subject to Vehicle availability. Reasonable efforts will be made to accommodate your preferences. Vehicles can be reserved up to 30 days in advance.
3. **Vehicle Delivery and Exchange** - A BOOK by Cadillac concierge will deliver the Vehicle on your specified day and time within our hours of operation and delivery radius. Vehicle delivery and exchanges occur during four time periods: i) morning (8am – 10am local time), ii) late morning (10:00am – noon local time), early afternoon (noon – 3pm local time), and later afternoon / evening (3pm – 8pm local time) Monday through Friday; and morning (10am – noon local time) and afternoon (noon – 3pm local time) Saturday, subject to availability.
4. **Limited Number of Exchanges** – You are permitted 18 Vehicle exchanges per year. Vehicle exchanges are scheduled on a first-come, first-serve basis using the BOOK App. Restrictions apply to the CTS-V and ATS-V in seasonal availability from March through October in the New York market, pending weather conditions.
5. **Mileage Limit and Fees** - We will assess mileage fees on a quarterly basis. You will not receive a refund for driving fewer miles than those allotted on the schedule below. Mileage limitations apply depending on your length of time in the BOOK Program as follows:
 - If you remain in the BOOK Program for one month you can drive 2,000 miles; beyond that, you will incur the per-mile fee;
 - If you remain in the BOOK Program for two months you can drive 4,000 miles total over the course of those two months; beyond that, you will incur the per-mile fee;
 - If you remain in the BOOK Program for three months you can drive 6,000 miles total over the course of those three months; beyond that, you will incur the per-mile fee.
6. **Geographical Area of Service** – The BOOK Program is available within:
 - **A 75-mile radius of New York City**, including most of the five boroughs of New York City, part of Nassau County, Westchester County, Rockland County, and parts of Orange County, Putnam County, and Suffolk County; New Jersey: Hudson County, Bergen County, Essex County, Passaic County, Union County, and parts of Morris County, Somerset County, and Middlesex County. Connecticut: parts of Fairfield County.
 - **A 100-mile radius of Dallas**, including Cooke County, Montague County, Jack County, Wise County, Denton County, Palo Pinto County, Parker County, Tarrant County, Johnson County, Hood County, Erath County, Somervell County, Bosque County, Hill County, Navarro County, Henderson County, Wood County, Rains County, Van Zandt County, Kaufman County, Dallas

County, Ellis County, Rockwall County, Collin County, Hunt County, Hopkins County, Delta County, Fannin County, Grayson County

- **A 100-mile radius of Los Angeles**, including Los Angeles County, parts of Ventura County, parts of Riverside County, Orange County, parts of San Diego County and parts of San Bernadino County
7. **Rental Period** - If you are in compliance with the terms of this Agreement, including the Rules, you may have possession of and use a Vehicle for up to 30 continuous days and may renew for another 30-day period and remain the same Vehicle. The CTS-V wagon may be reserved for up to five (5) day periods, subject to availability.
 8. **Personal use Only** - Vehicles are to be used for your personal use only and may not be used for any business, hire, or other commercial purpose.
 9. **Use Area** - Vehicles must only be driven within the continental United States and on paved roads.
 10. **Fuel** - Each Vehicle will be delivered with a $\frac{3}{4}$ tank of fuel. You are responsible for fuel during possession of a Vehicle and will be charged the market cost for refueling. You are to return the Vehicle with at least $\frac{3}{4}$ tank of fuel. If a Vehicle is returned with less than a $\frac{3}{4}$ tank of fuel, you will incur a refueling charge of the market rate amount of fuel plus taxes required to fill the tank to $\frac{3}{4}$. You will not receive credit if you return the Vehicle with more than $\frac{3}{4}$ tank of fuel.
 11. **No Smoking** - Smoking of any kind, including vaping, is not permitted at any time in the Vehicle.
 12. **No Operation while Impaired** – You must never drive while impaired due to prescription or over-the-counter medication, illness, fatigue, injury, or otherwise.
 13. **No Alcohol or Illegal Drugs** - You must never use illegal drugs, alcohol or other substances that may impair ability to drive prior to or while driving a Vehicle and understand BOOK by Cadillac’s zero tolerance policy for alcohol or illegal drug use and driving.
 14. **No Hand-Held Device Use** - The use of hand-held communication devices is prohibited while driving the Vehicles, except in the event of an emergency. A Vehicle must be brought to a safe stop or safe location before use of hand-held devices is permitted. Use of radar/laser detection devices is also prohibited.
 15. **Animals or Pets** – Service animals are allowed in the Vehicles uncaged and pets are otherwise allowed in the Vehicles if caged. A repair and cleaning cost of \$150 will be charged to participants that violate this policy.
 16. **No Transport of Dangerous Items** - The Vehicle must not be used to transfer flammable, poisonous, hazardous materials, weapons, or otherwise dangerous goods.
 17. **Securing Vehicle** - The Vehicle must be secured when parked or otherwise not in use by closing the windows, closing and locking the doors, and parking it in a reasonably safe, secure location.
 18. **No Servicing Vehicle** - The Vehicle will only be serviced by BOOK by Cadillac or its authorized representation. Members must not perform or take a Vehicle for repair or servicing under any circumstances.
 19. **Inspections** - BOOK by Cadillac’s concierge will conduct a complete review of your Vehicle upon delivery and exchange. You will have the opportunity to inspect each Vehicle for damage prior to accepting receipt of the Vehicle from the concierge. If any damage is found, or if you have any other concern about the Vehicle, please notify the concierge immediately.

20. **Stolen Vehicle** - If a Vehicle is stolen, you must immediately contact the appropriate law enforcement authority and then contact BOOK by Cadillac for further instruction.
21. **No Modification to Vehicle** - Members are not permitted to modify, disconnect, or otherwise interfere with the Vehicle without the prior written consent of BOOK by Cadillac, including but not limited to operation of the odometer, emissions control equipment, or any other equipment installed on or in a Vehicle.
22. **No Improper Use of Vehicle** - You must not use the Vehicle in connection with a felony or other crime or any other illegal purpose whatsoever.
23. **Member Events** - As a BOOK by Cadillac member, you may have access to events through our network of partners and sponsorships. If an event has limited space, tickets will be available on a first-come, first-served basis.
24. **Towing** - You are prohibited from towing or pushing anything with the Vehicle or loading the Vehicle in excess of manufacturer specifications.
25. **Exchange Cancellation** - Scheduled Vehicle exchanges can be cancelled if the Vehicle has not been reserved by another Member. To cancel an exchange, please contact us via email at info@bookbycadillac.com or call us at (844-740-BOOK).
26. **Missed Exchange** - You understand that if you miss an exchange appointment, you will have an exchange deducted from your annual total of 18 exchanges per year.
27. **Safe Driving** – You and Authorized Drivers must obey all applicable motor Vehicle laws, speed limits, codes, and regulations, including all local ordinances and/or state laws addressing distracted driver restrictions. Safety restraints, including seat belts and child safety restraints must be properly used for all Vehicle occupants. No one under 13 years of age is permitted to ride in the front seat of the Vehicle. Renter should always be responsible for installing and inspecting the child safety seats when in use as required by applicable laws. You agree not to operate the Vehicle in a test, race or contest, or off-road.

Notice for California rentals: CALIFORNIA LAW REQUIRES ALL CHILDREN UNDER 8 YEARS OF AGE TO BE TRANSPORTED IN THE REAR SEAT OF THE VEHICLE IN A CHILD RESTRAINT SYSTEM. THIS AGENCY IS REQUIRED TO PROVIDE FOR RENTAL OF A CHILD RESTRAINT SYSTEM IF YOU DO NOT HAVE A CHILD RESTRAINT SYSTEM YOURSELF.

Notice for New Jersey rentals: New Jersey requires that every child (1) under 2 years of age and weighing less than 30 pounds be transported in a rear facing child passenger restraint system equipped with a five-point harness, (2) under 4 years of age and weighing less than 40 pounds be transported in a rear facing child passenger restraint system equipped with a five-point harness (until the child outgrows the manufacturer's recommended top height or weight) or in a forward facing child passenger restraint system equipped with a five-point harness, and (3) under 8 years of age and less than 57 inches in height be transported in a forward facing child passenger restraint system equipped with a five-point harness (until the child outgrows the manufacturer's recommended top height or weight, at which point the child shall be secured in a rear booster seat) or in a booster seat. You are responsible for supplying a child safety seat or renting one from us.

Notice for New York Rentals:

NEW YORK STATE LAW REQUIRES ALL CHILDREN UNDER THE AGE OF EIGHT TO BE RESTRAINED IN A FEDERALLY APPROVED CHILD RESTRAINT SYSTEM

Additional notice for Rentals commencing in California:

Proposition 65

WARNING:

Vehicle Exhaust Fumes are Present and Contain Chemicals Known to the State of California to Cause Cancer and Birth Defects or Other Reproductive Harm.

SCHEDULE 1

BACKGROUND CHECK DISCLOSURES

A consumer report is a type of background check in which information (which may include, but is not limited to, driver license validity verification; driving reports/background) about you is gathered and communicated by a consumer reporting agency (“CRA”) to General Motors LLC, its subsidiaries, affiliates, other related entities, successors, and/or assigns (collectively or individually, as appropriate, the “Company”).

Company may obtain a consumer report on you to be used for the purpose of evaluating you as a new or continued driver on the BOOK by Cadillac platform, including your application to be eligible to use the platform as a driver.

STATE LAW DISCLOSURES

In addition to the Background Check Disclosures, below please find state disclosures/notices that may pertain to you. Please note: state disclosures that overlap with the disclosures set forth in the Background Check Disclosures section are not repeated on this separate State Law Disclosures.

Minnesota applicants/drivers only: You have the right to request a complete and accurate disclosure of the nature and scope of any consumer report from consumer reporting agency American Driving Records (American Driving Records, Inc., Attn: Consumer Request, 2860 Gold Tailings Court, Rancho Cordova, CA 95670, (800) 766-6877, extension 7) (which provides report information relating to driving records/motor Vehicle information) and/or consumer reporting agency Sterling Backcheck (Sterling Backcheck, Inc., Dispute Resolution Department, 6111 Oak Tree Boulevard, Independence, OH 44131; 888.889.5248; disputeresolution@sterlingbackcheck.com) (which provides report information relating to all other types of background, including criminal records).

New York applicants/drivers only: Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Your written request should be made to General Motors LLC, Attention BOOK by Cadillac Customer Service, 330 Hudson Street, 15th Floor, New York, NY 10013.

CALIFORNIA STATE LAW DISCLOSURES (Non-Credit)

In addition to the disclosures set forth in the separate Background Check Disclosures section, below please find California disclosures that may pertain to you.

For California applicants/drivers only: Under California law, an “investigative consumer report” is a consumer report in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through any lawful means. In connection with your application or continued eligibility to be a driver on the BOOK by Cadillac platform owned by General Motors LLC, its subsidiaries, affiliates, other related entities, successors, and/or assigns (collectively or individually, as appropriate, the “Company”), Company intends to procure, as defined under California law, an investigative consumer report. With respect to any investigative consumer report from an investigative consumer reporting agency (“ICRA”), Company may investigate the information contained in your application and other background information about you, including but not limited to obtaining a

criminal record report, obtaining your driving record, obtaining information about your character, general reputation, personal characteristics and mode of living, verifying references, work history, your social security number, your educational achievements, licensure, certifications, and other information about you, including interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making initial or continued decisions regarding your eligibility to be a driver on the BOOK by Cadillac platform. The source of any investigative consumer report (as that term is defined under California law and as explained more fully above) and the ICRA will be American Driving Records (American Driving Records, Inc., Attn: Consumer Request, 2860 Gold Tailings Court, Rancho Cordova, CA 95670, (800) 766-6877, extension 7) (which provides report information relating to driving records/motor Vehicle information) and/or Sterling Backcheck (Sterling Backcheck, Inc., Dispute Resolution Department, 6111 Oak Tree Boulevard, Independence, OH 44131; 888.889.5248; disputeresolution@sterlingbackcheck.com) (which provides report information relating to all other types of background, including criminal records). Information regarding American Driving Records' privacy practices can be found at <http://www.adr-inc.com/compliance/>, and information regarding Sterling's privacy practices can be found at <http://www.sterlingbackcheck.com/About/Privacy.aspx>. The Company will provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to a visual inspection of files maintained on you by an ICRA, as follows: (1) In person, if you appear in person and furnish proper identification, during normal business hours and on reasonable notice. A copy of your file shall also be available to you for a fee not to exceed the actual costs of duplication services provided; (2) By certified mail, if you make a written request, with proper identification, for copies to be sent to a specified addressee. An ICRA complying with requests for certified mailings under the California Code shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA; (3) A summary of all information contained in your files and required to be provided by the California Code shall be provided to you by telephone, if you have made a written request, with proper identification for telephone disclosure, and the toll charges, if any, for the telephone call are prepaid by you or charged directly to you.

“Proper Identification” means information generally deemed sufficient to identify you, which includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person’s presence.

California, Minnesota, or Oklahoma only: If you would like to receive from (as applicable) the CRA, the ICRA, or the Company, a copy of the background check report that Company may procure, please write to:

General Motors LLC, Attention BOOK by Cadillac Customer Service, 330 Hudson Street, 15th Floor, New York, NY 10013

SCHEDULE 2
PRIVACY POLICY

BOOK by Cadillac Privacy Statement

Your privacy is important to us. This Privacy Statement describes how we, General Motors LLC (“GM”), collect, use, and share information we obtain about you when you use the BOOK by Cadillac website, download the BOOK by Cadillac mobile application to your phone or other Internet-connected device (your “Device”) and when you use the services available through the BOOK by Cadillac mobile application (collectively, the “BOOK by Cadillac Services”).

All Vehicles using the BOOK by Cadillac Services are equipped with OnStar services. If you use OnStar services during your Vehicle reservation, your use of OnStar services is governed by the OnStar Privacy Statement. For more information about the OnStar privacy statement, please visit <https://www.onstar.com/web/portal/privacy>.

Information We Collect

When you use the BOOK by Cadillac Services, we may collect certain information about you or the Vehicle you reserve (“Vehicle”) as further described below.

When you register for the BOOK by Cadillac Services or otherwise use the BOOK by Cadillac website, we may collect:

- Contact Information, such as name, address, city, state and ZIP code, email address and telephone number.
- Driver’s License Information, such as driver’s license number, the driver’s license expiration date, date of birth, and the state and date of issuance.
- Payment Information, such as credit card number, credit card type, expiration date and CVV number; and
- Aggregate Data, based on your interaction with the BOOK by Cadillac website, see Cookie/Tracking Section below for additional detail.

When you install and use the BOOK by Cadillac mobile application, we collect:

- Location Information, if you permit the BOOK by Cadillac mobile application to access location-sharing services. For example, we will collect your precise location when you reserve an available Vehicle and when you utilize OnStar services during your Vehicle reservation, such as remote door lock/unlock and remote engine start commands. We may also collect the precise location of your Device when the BOOK by Cadillac mobile application is running in the foreground or background. We may also derive your approximate location from your Internet Protocol (IP) address when you use the BOOK by Cadillac website;
- Device information, such as Device type, Device operating system, IP address, unique identifier, type of browser, Internet service provider, and phone number;
- Information about your use of the BOOK by Cadillac application, including screen view time, scrolling, specific actions to activate features and/or otherwise navigate the application, reactions to alerts, searches, and your interactions with in-application marketing offers;
- Information about your use of BOOK by Cadillac Services, such as information about Vehicle reservation requests, date and time services were provided, amount charged, distance traveled, Vehicle-Related Information; and

Aggregate data on your use of the BOOK by Cadillac mobile application, see Cookie/Tracking Section below for additional detail.

Restricting the Collection of Location and Other Information

You can restrict our access to, as well as the collection and sharing of, the location of your Device by disabling location-sharing on your Device, if that feature is available on your Device.

If you connect your Device to OnStar, your personal contacts, communications, location or other digital data may be downloaded You should ensure that you have deleted all personal information from the Vehicle's systems before returning the Vehicle.

Please be aware, some of the BOOK by Cadillac Services require access to and collection of the location of the Vehicle.

Use of Your Information

When you use the BOOK by Cadillac Services, we use the information we collect to:

- Provide BOOK by Cadillac Services, including to facilitate reservation services, payments, and send receipts for services you request;
- Communicate with you about your account or the BOOK by Cadillac Services;
- Provide you with marketing offers that may interest you;
- Improve, troubleshoot, and evaluate the use of our products and services (including the BOOK by Cadillac mobile application);
- Provide Vehicle support and service;
- Evaluate Vehicle performance and safety;
- Comply with legal requirements; and
- Conduct research.

Sharing of Information

We will only share your Payment Information and Driver's License Information with our service providers to provide BOOK by Cadillac Services.

We may share all other information we collect about you as follows:

- As required by law, such as in conjunction with a subpoena, government inquiry, litigation, dispute resolution or similar legal process;
- When we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud or respond to a law enforcement request;
- With our services providers who work on our behalf and who do not have an independent right to use the information to which they have access or that we disclose to them;
- With emergency service providers when you use OnStar services;
- With our business partners for GM marketing activities, business partner marketing activities or both;
- With third parties for research and development purposes (such as university research institutes for; improving highway safety);
- In connection with the sale, transfer or financing of a significant part of a GM business or its assets, including any such activities associated with a bankruptcy proceeding;
- Within GM, with our GM controlled subsidiaries and affiliates, with GM dealers and with GM licensees;

- In connection with a Vehicle repossession to facilitate Vehicle recovery; and
- Those you ask us to share this information with.

Cookies/Tracking Technologies

Tracking on the BOOK by Cadillac Website and Emails

The BOOK by Cadillac website may use “cookies” to remember your preferences and to maximize the performance of our website and services. Using cookies on our websites provides benefits to you, such as allowing you to maintain your account login information.

Similarly, we may also place web beacons in our emails to measure the effectiveness of our email campaigns by identifying the individuals who open or act upon an email message, when an email message is opened, how many times an email message is forwarded, the type of software, device, operating system and browser used to deliver the email and any URL accessed through our email message. This information may also be used to evaluate our online advertising campaigns or to tailor promotions and other marketing messages to you.

To measure site activity and provide a better user experience, we may allow our service providers or business partners to compile information from the cookies, web beacons or other technologies on our websites which may include information about your visit (such as demographic data, browser type, IP address, pages visited, activities conducted on the page and the day and time of your visit). We may also allow third party advertising and personalization partners to use this information to develop personalized content and appropriate advertising based on your visits over time on the BOOK by Cadillac website and other non-GM affiliated websites.

At this time, we do not honor “do not track” signals from a website browser. However, you may refuse or delete cookies. Please refer to your browser Help instructions to learn more about cookies and other technologies and how to manage their use. If you elect to refuse or delete cookies, you will need to repeat this process if you use another computer, or change browsers. If you choose to decline cookies, some of the functionality of a website may be impaired.

We adhere to the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising (www.AboutAds.info). If you do not wish to receive personalized advertising or content from us on non-GM affiliated websites, please visit the Digital Advertising Alliance's Opt-Out page (www.AboutAds.info/choices) or click on the AboutAds icon on a BOOK by Cadillac advertisement and follow the instructions on how to opt out.

Opting out of relevant advertising will not opt you out of all advertising, but rather only those advertisements that are personalized to your interests.

You can decline cookies by using the functionality on your web browser. If you choose to decline cookies, some of the functionality of a website may be impaired.

Tracking on the BOOK by Cadillac Application

To help us understand how the BOOK by Cadillac mobile application is being used, we use a third-party tracking service that uses cookies, and similar technologies to obtain non-personally identifiable information about you. The non-personally identifiable information obtained may include information related to the BOOK by Cadillac mobile application's crashes, and your use of the BOOK by Cadillac mobile application, including the functionality you use within the BOOK by Cadillac mobile application, and how frequently and how long you use the BOOK by Cadillac mobile application.

We do not track, or allow third parties to track your behavior over time and across third party applications or websites via the BOOK by Cadillac mobile application. At this time, the BOOK by Cadillac mobile application does not currently honor do not track signals from a website or device browser.

To opt out of the third party tracking, you may uninstall the BOOK by Cadillac mobile application by using the standard uninstall process available as part of your mobile device or via the BOOK by Cadillac mobile application marketplace or network you used to download the BOOK by Cadillac mobile application.

Social Media Sharing

The BOOK by Cadillac Services may also include functionality that will allow you to share on such social media platforms as Facebook and Twitter. Depending on your privacy settings on these social media platforms, you understand and agree that when you post content or information, you may be allowing: a) access to that content and information; b) use of that content or information; and c) the ability for others to associate that content or information with you. In addition, these social media platforms may collect information about you in connection with the content you post. All content you post on these social media platforms is subject to their specific terms and conditions and privacy statement. GM is not responsible for that information collection. We recommend that you check the terms and conditions and privacy statement of these social media platforms prior to using this functionality.

Data Retention

We will retain the information collected for the duration of your use of the BOOK by Cadillac Services, and a reasonable time thereafter. If you'd like us to delete the information you have provided, please contact us at info@bookbycadillac.com or 844-740-BOOK, and we will respond in a reasonable time. Please note we may be required to retain certain information by law.

Limiting Marketing and Promotional Communications

You may choose to limit the marketing and promotional communications we send you. You can do this by contacting us at info@bookbycadillac.com or 844-740-BOOK and selecting your contact preferences. We will also provide opt-out instructions in all of our promotional communication channels; for example, an Unsubscribe option will appear at the bottom of all marketing-related emails.

Security

We use technical, administrative, and physical safeguards designed to protect your information and we require third party service providers to maintain similar safeguards against loss, misuse, and unauthorized access, disclosure, alteration, destruction, or theft of your information. To the extent the BOOK by Cadillac Services may utilize third party wired and/or wireless networks, we can't promise that your communications won't be intercepted by others. You agree that GM won't be liable for any damages for any loss of privacy occurring in communication over such networks.

Changes to This Privacy Statement

We reserve the right to update this Privacy Statement from time to time for any reason. We will notify you of a material change to this Privacy Statement by placing a notice on the BOOK by Cadillac website or the BOOK by Cadillac mobile application, or by notifying you via email or postal mail.

Access

If you would like to access or ensure the accuracy of your account information for BOOK by Cadillac Services, please contact us as described below.

How to Contact us

For general questions about the BOOK by Cadillac Services, contact us at info@bookbycadillac.com or 844-740-BOOK.

Your Consent

By using the BOOK by Cadillac Services, you are consenting to our processing of your information as set forth in this Privacy Statement now and as amended by us. "Processing," means using cookies on a computer/hand held device or using or touching your information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in the United States. If you reside outside the U.S., your information will be transferred to the U.S., and processed and stored there under U.S. privacy standards

California Privacy Policy

If you are a California resident you have the right to request information from GM regarding the manner in which GM shares certain categories of your personal information with third parties, for the third parties direct marketing purposes. California law provides that you have the right to submit a request to GM at its designated address and receive the following information:

- The categories of information GM disclosed to third parties for the third parties' direct marketing purposes during the preceding calendar year; and
- The names and addresses of third parties that received such information, or if the nature of their business cannot be determined from the name, then examples of the products or services marketed.

You are entitled to receive a copy of this information in a standardized format and the information will not be specific to you individually. You may make such a request by contacting us at info@bookbycadillac.com or 844-740-BOOK.

SCHEDULE 3

BOOK by CADILLAC END USER LICENSE AGREEMENT

Welcome to Book by Cadillac! Book by Cadillac is a service provided by General Motors LLC and its affiliates, including OnStar LLC (“**GM**” or “**we**” or “**us**”) that allows you, through the authorized Apple or Android device that you own or control (your “**Device**”), access to, and the ability to select and exchange, an eligible OnStar-equipped Cadillac vehicle (your “**Vehicle**”). This service, and other services covered by the Book by Cadillac Participation Agreement (the “**Book by Cadillac Services**”), may be available while your Vehicle is connected to OnStar.

When you accept the following terms (these “**Terms**”), when you download, install, or use the Book by Cadillac application (the “**Application**”), or when you access or use the Book by Cadillac Services on your Device, you agree to the following:

- You have read and agreed to the Book by Cadillac Participation Agreement;
- These Terms incorporate the Book by Cadillac Privacy Statement, and the OnStar User Terms located at <https://www.onstar.com/web/portal/termsconditions>. Together, these Terms (including the Book by Cadillac Privacy Statement and the OnStar User Terms) and the Book by Cadillac Participation Agreement are binding between you and us and govern your access and use of the Book by Cadillac Services. For this purpose, the following terms in the OnStar User Terms are updated as follows: “Services” includes the Book by Cadillac Services; “Connected Device” includes your Device; “Agreement” includes these Terms; and “Software” includes the Application. You should carefully review these Terms and the Book by Cadillac Participation Agreement before downloading, installing, or using the Application, or accessing or using the Book by Cadillac Services;
- It is your responsibility to ensure that all users of your Vehicle know that anyone with access to the Book by Cadillac Services through your Device may be able to access information about your Vehicle;
- You will only use the Book by Cadillac Services and the Application when it is safe to do so, and in compliance with the law, these Terms, and the Book by Cadillac Participation Agreement;
- You will not use the Book by Cadillac Services or the Application while driving;
- You will not use the Book by Cadillac Services or the Application to harass or harm any person, or for any improper, unlawful, or unauthorized purpose (including the unauthorized uses described in Sections 18 and 20 of the OnStar User Terms);
- Uninstalling the Application will not cancel your account. Please see the Book by Cadillac Participation Agreement to find out how to cancel your account;
- We may collect, use, and share information about you, including the location of your Device or your Vehicle as described in the Book by Cadillac Privacy Statement;
- If a dispute arises, you will resolve it with us through individual arbitration;
- We are not responsible for the acts of third parties who may access the Book by Cadillac Services and information through your Device. You should use all security features of your Device, including any password, locking, or encryption features, to protect against unauthorized access and use of the Book by Cadillac Services and your information;

- Your use of the Book by Cadillac Services may involve services made available to you by third parties, such as the wireless services provided for your Device by your wireless carrier, and map and data services. Any map or data services that are provided by Telenav, Inc. are governed by the terms posted at <http://www.telenav.com/legal/terms/gm/>. You may also receive promotions and offers from participating third party retailers through the Book by Cadillac Services. These third party services, promotions and offers, and any related transactions you enter into, are solely between you and the third party. We cannot guarantee their performance, reliability, or security and we are not responsible for any losses or damages they may cause, such as any loss of personal information through third party network services;
- OnStar grants you a non-commercial, non-exclusive, non-transferable, limited, terminable license to use the Application and the Book by Cadillac Services solely with your Device, throughout the United States, subject to your compliance with these Terms and the Book by Cadillac Participation Agreement. The Application is licensed, not sold, to you, solely for your personal use. OnStar retains all right, title, and interest in and to the Application, the Book by Cadillac Services, and all related data and information, including intellectual property and proprietary rights and interests;
- In the event of any conflict between these Terms and either the Book by Cadillac Privacy Statement or the OnStar User Terms, these Terms will govern for any access or use of the Book by Cadillac Services. The reference to “Connected Device” in Section 15.2 and in the last subsection of Section 18 of the OnStar User Terms does not apply to your Device; and
- If your Device is an Apple device, then the following paragraph applies: You are entering into these Terms with us and not with Apple Inc. (“Apple”). However, Apple and its subsidiaries are third party beneficiaries of these Terms, and Apple may enforce these Terms. We are solely responsible, as provided in these Terms, for the Application and its associated content; Apple makes no warranty with respect to the Application or the information and has no obligation whatsoever to furnish any maintenance and support services for the Application. Apple is not responsible for addressing any claims relating to the Application or its associated information or your possession or use of the Application, including but not limited to: (i) product liability claims; (ii) any claims that the Application fails to conform to any legal or regulatory requirement; and (iii) claims arising under consumer protection and similar legislation. If a third party claims that the Application, its associated information, or your possession or use of the Application or associated information infringes a third party’s intellectual property rights, Apple is not responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You acknowledge that you have reviewed the App Store Terms located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS> and that you shall comply with such terms. Any map or data services that are provided by Apple are governed by the terms posted at <http://www.apple.com/legal/internet-services/maps/terms-en.html>.
- If your Device is an Android device, then the following paragraph applies: You are entering into these Terms with us and not with Google Inc. (“Google”). If you have downloaded the Software from the Google Android application market presently named “Google Play”, you acknowledge that you have reviewed the Google Play Terms of Service (located online at https://play.google.com/intl/en-US_us/about/play-terms.html) and the Google Play Business and Program Policies (located online at <http://play.google.com/about/android-developer-policies.html>) and shall comply with such terms. Any map or data services that are provided by Google are governed by the terms posted at http://www.google.com/intl/it-US_US/help/terms_maps.html.

- You acknowledge and agree that you are not: (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; or (ii) listed on any U.S. Government list of prohibited or restricted parties.

If you have any questions, comments or complaints regarding the Book by Cadillac Services or the Application, feel free to contact us at any time by pressing the blue OnStar button in your OnStar equipped Cadillac vehicle, emailing us at info@bookbycadillac.com, or calling us at (844-740-BOOK).