

BOOK by Cadillac Membership Agreement

Please read this BOOK by Cadillac Membership Agreement (this “Agreement”) carefully as it contains important information about your legal rights, remedies, and obligations. By participating in the BOOK 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: September 12, 2018

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

General Motors LLC (“**BOOK by Cadillac**”, “**we**”, “**our**”, 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**”). This Agreement constitutes a legally binding 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 Rental Period, you will be offered the right to enter into a new Rental Period. You may renew the Rental Period of the same Vehicle up to three (3) times before you must switch into a new Vehicle. 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.

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 restricted (except for corrective lens) and will present it to us upon reasonable request for proof. The driver’s license must be valid for the entire Rental Period. 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. While in the BOOK Program, you have not been involved in:

- Three (3) accidents (regardless of fault) involving a Vehicle; or
- Any single accident (regardless of fault) resulting in damages to a Vehicle amounting to more than \$10,000.

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

- Driving while driver’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, and 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.

2.1.5. Meet our driving history eligibility standards.

2.1.6. 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.

2.2. Driving Records and Background Check. By submitting a membership application, you consent to and authorize us, to the extent permitted by law, to perform or have performed a background check of you and of your driving history and/or driving records.

2.3. 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.

2.4. Required Notifications. You must immediately notify us if your driver's license expires or is modified, suspended, restricted, or revoked or if you no longer meet any eligibility requirement.

2.5. Driver Data. 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, address) who was operating the Vehicle at the time of the alleged violation, at our request.

2.6. Incident Reports. You agree that in the event of a crash, theft, or other liability incident during the Rental Period, you will immediately report the incident and provide us and our agents with a copy of any reasonably requested information relating to the incident, the allocation of fault or liability, and costs and expenses associated with the incident, including any applicable insurance coverage.

2.7. Notification of Authorities. You understand and agree that, in the event we receive notification by prosecution authorities of violations of laws, regulations, or rules, including traffic rules, allegedly committed with a Vehicle, we will be entitled to provide your complete and accurate data (full name, date of birth, address) to the respective prosecution authorities.

2.8. Your Responsibilities. You and any Authorized Driver on your account are solely 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, moving or parking violation citations, fines, penalties, 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. Without limiting or altering any insurance or indemnification obligations in this Agreement, you will cooperate with us in the defense of any claims or lawsuits against us related to your use or possession of the Vehicle.

2.8.4. Covering the cost of fuel and any necessary refueling costs.

2.8.5. Immediately notifying 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 incident and replace it with another Vehicle, if appropriate. 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. Exchanging a Vehicle that requires maintenance. 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. Authorized Drivers. 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 include 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.

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. Loss of Eligibility. 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. Initial Rental Rate Fee: A non-refundable, one-time \$500 initial rental rate fee will be charged to you upon approval of your participation in the BOOK Program.

3.2. Rental Rate Fee: The rental rate fee is \$1,800 per Rental Period 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 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 for the Vehicle 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 that is reasonably suitable for others to use. If you fail to do so and we determine in our discretion that further cleaning is necessary (applying a common-sense standard, for example, carpet or upholstery stains, offensive odors, residue from smoking, or pet hairs), 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 the 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 a $\frac{3}{4}$ 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. 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 the violation results in an intervention by us to remedy the situation.

3.9. 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.

3.10. 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.

3.11. 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, to the

extent permitted by law. 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.

3.12. Payment Method. You must provide a valid credit or debit card in your name to maintain your BOOK by Cadillac membership. After paying the initial rental rate fee, you must pay the full rental rate fee and all outstanding charges in advance of each Rental Period.

3.13. Payment Authorization. By providing a credit or debit card on your user profile, you authorize us to debit all charges and rental rate 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 rental rate fees set forth in the renewal confirmation. If you dispute any rental rate fees or charges, you must immediately contact us at info@bookbycadillac.com or 844-740-BOOK.

3.14. 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.

3.15. 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.

3.16. 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 rental rate fee for the remaining days in your Rental Period.

4. Renter Responsibility for Loss or Damage

4.1. Renter Responsibility. 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.

4.2. Replacement Vehicles. 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 to conduct an investigation into any incident to ensure compliance with this Agreement before delivering a replacement Vehicle.

4.3. Liability from Use. You agree and acknowledge that you may be responsible for the full amount of any liability arising from your use of the Vehicle during the Rental Period. If you fail to comply with the terms of this Agreement, the Rules of Use, applicable laws and regulations, or you otherwise operate the Vehicle in a negligent or reckless manner or in any way that endangers others,

4.4. For rentals commencing in New York: You are responsible for (a) all physical damage to the Vehicle, whether or not you are at fault; (b) mechanical damage related to an accident or caused by your abuse or neglect; and (c) 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. If you are responsible for any damage or loss of the Vehicle, as detailed herein, your liability is limited to the lesser of the following by New York state law: (i) the actual and reasonable costs that were incurred to repair the Vehicle, including fees for towing, storage, and impound, or the costs that would have been incurred if the Vehicle had been repaired, which shall reflect any discounts, price reductions, or adjustments available to us; or (ii) the fair market value of the Vehicle immediately before the damage occurred, as determined in the applicable market for the retail sale of the Vehicle, less any net disposal proceeds.

We may not void optional vehicle protection except for the following reasons: (a) the damage or loss is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver; (b) the damage or loss arises out of the driver's operation of the vehicle while intoxicated or unlawfully impaired by the use of alcohol or drugs; (c) the rental vehicle company entered into the rental transaction based on fraudulent or materially false information supplied by the renter or authorized driver; (d) the damage or loss arises out of the use of the vehicle while engaged in the commission of a crime other than a traffic infraction; or (e) the damage or loss arises out of the use of the vehicle by a person other than the authorized driver, the renter's child over the age of eighteen or a parent or parent-in-law of the renter, provided that individual is properly licensed to operate the vehicle and resides in the same household as the renter, or a parking valet or parking garage attendant for compensation in the normal course of his or her employment.

NOTICE: This contract offers, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the rental vehicle. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this protection if you have rental vehicle collision coverage provided by your credit card or automobile insurance policy. Before deciding whether to purchase optional vehicle protection, you may wish to determine whether your credit card or your vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under the coverage.

4.5. 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.

5. Insurance; Indemnification; Personal Property; Maintenance; and Repairs.

5.1. Insurance. Insurance is provided on the Vehicle while you are operating the Vehicle in accordance with the terms of this Agreement.

5.2. Insurance Policy. Our automobile liability insurance policy (“**Policy**”) provides the minimum limits required by state law for bodily injury or property damage suffered by third parties. Our Policy provides coverage, subject to applicable exclusions and limitations, to Authorized Drivers, including you, other members of the BOOK Program, and other persons entitled to coverage under applicable law. Where required by state law, we provide personal injury protection (PIP), and uninsured and underinsured (UM/UIM) coverages. To the extent insurance protection is imposed by applicable law, that protection will be for the minimum limits required by law. Our Policy applies only up to the policy limits under the 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 the policy limits. Coverage under our Policy is void if you permit an unauthorized driver to use or operate a Vehicle or if you otherwise breach this Agreement and Rules of Use.

5.3. Recovery Costs. 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.

5.4. Indemnification. In addition, if you fail to comply with the terms of this Agreement, the Rules of Use, applicable laws and regulations, or you otherwise operate the Vehicle in a negligent or reckless manner or in any way that endangers others, 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, negligent, 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.

5.5. Limits of Coverage. You understand that we may not maintain an insurance policy covering all circumstances arising from your participation in the Book Program or any event related to that participation, and you are aware that you should review your personal insurance coverage.

5.6. **For rentals in New York: Within 72-hours of returning the vehicle, you or your insurer must notify the rental vehicle company that you wish to inspect the damaged vehicle. The inspection must be completed within seven days of the return date of the vehicle. If you or your insurer does not request this inspection within the 72-hour period, you or your insurer will be deemed to have waived this right. If we determine the vehicle is a total loss and subject to salvage, the 72-hour period for notification or waiver of the wish to inspect the vehicle does not apply, and you or your insurer will have 10 business days from the initial receipt of notification from us to inspect the damaged vehicle.**

6. Limitations of Liability.

6.1. Limitation of Liability. You acknowledge and agree that:

6.1.1. 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, your participation in the Book Program, or your use of the Vehicle;

6.1.2. We are not liable to you for any loss, damage, cost, or liability suffered by or imposed upon you due to any breach of this Agreement by you;

6.1.3. We have no liability with respect to any of your responsibilities under Section 2 of this Agreement;

6.1.4. Without limiting or altering any insurance or indemnification obligations contained in this Agreement, you will fully cooperate with us in the defense of any claims or lawsuits related to your use or possession of a Vehicle; and

6.1.5. We are not responsible for the loss of or damage to your or any other Vehicle occupant's personal property left in a Vehicle.

6.2. Waiver, Covenant Not to Sue and Hold Harmless. As consideration for receiving permission 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.

6.3. Risks of Participation. 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 attorneys' fees, that may occur as a result of your participation in the BOOK Program.

6.4. Binding Nature. 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.

6.5. Acknowledgement. You acknowledge and represent that you have read and understand this Section 6 and agree to it voluntarily as your own free act and deed, and that no oral representations, statements, or inducements apart from those contained herein have been made.

7. Term and Termination.

7.1. 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 § 3.17, 7.2, or 7.3.

7.2. Termination. We or you may terminate this Agreement at any time for any reason by giving notice of the termination. 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 termination 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.

7.3. Effect of Termination: Eligibility and Return of Vehicles. Termination makes you and any Authorized Driver immediately ineligible to reserve and utilize any Vehicle. Any Vehicle being utilized must be returned immediately.

7.4. Responsibility for Fees, Costs, and Expenses. 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.

7.5. No Pro-Rated Rental Periods. You will not receive credit for the pro-rated rental rate fee for the days remaining in the Rental Period of cancellation. Notice of termination must be provided three (3) business days before the end of the billing cycle to avoid a charge for the subsequent Rental Period.

8. ONSTAR Services and the Collection, Use and Sharing of Information

8.1. OnStar and Other Services. To provide the Book Program to you, we will collect, use, and share certain information about you (that you have provided to us), your use of the Vehicle, and the OnStar services equipped in the Vehicle. You consent to our collection, use, and sharing of this information as described within the Privacy Statement, the OnStar Terms and Conditions and Privacy Statement, and as summarized below. 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.

8.2. Background Check. We will collect your name, address, telephone number, email address, driver's license number, date of birth, the driver's license expiration date and state of issuance and, if you have a Pennsylvania driver's license, the last four digits of your social security number. This information will be provided to our trusted service provider to perform a background check of your driving history and/or driving record, so we can confirm your eligibility to participate in the BOOK Program. We may also use this information to conduct screening to ensure you are not included on any U.S. or other government lists of restricted parties.

8.3. Payments. We will collect your billing information, including your name, credit card number, credit card type, expiration date, and CVV number to provide the information to our trusted payment service provider, so we can process your payments for the BOOK Program.

8.4. Collection of OnStar Data. All Vehicles have OnStar services. To the extent permitted by law and this Agreement, we will actively collect information related to your use of the Vehicle through these OnStar services. This information includes, but is not limited to: Vehicle location data, Vehicle make/model/trim, performance data, time of use, ignition on/off status, odometer, oil life remaining, tire pressure, high/low impact events, and use of individual OnStar services.

8.5. App Data. We will also collect information from any device through which you access the BOOK App, such as device location, to provide BOOK Services to you and to enable certain OnStar services, such as remote door lock/unlock.

8.6. 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.**

9. Miscellaneous.

9.1. Assignability. You may not assign or transfer the rights of this Agreement in whole or in part under any circumstances. Doing so without our written consent will be void and of no force or effect. We reserve the right to assign this Agreement.

9.2. 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.

9.3. Waiver; Severability. If any one or more of the provisions contained in this Agreement or any document executed in connection with this Agreement will be invalid, illegal or unenforceable 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 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 the 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.

9.4. 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, addressed as set forth below. Notice will be deemed given on the date of service if personally served or, if mailed, on the third business day after mailing. We may provide notice to you via any address (including electronic address) that we have on file for you.

BOOK by Cadillac c/o Executive Director
Warren Technical Center
29360 William Durant Blvd.
MC: 480-111-S1
Warren, MI 48092

With a copy to:
BOOK by Cadillac Legal
300 Renaissance Center
M/C: 3-25-C-44
Detroit, MI 48265-3000

9.5. Limited Third-Party Beneficiaries. Our affiliates that are controlled by or under common control with us are intended third-party beneficiaries of Sections 5, 6, and 8. Except for the foregoing, 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.

9.6. Conflict of Terms. Any conflict between the terms and conditions of this Agreement and those of the OnStar or Sirius XM terms and conditions will be resolved in favor of this Agreement.

9.7. Survival. All fees and charges will continue to be due and payable after the end of the Rental Period or the expiration of this Agreement. Additionally, Sections 5, 6, 8, and this Section 9.7 will survive the expiration or earlier termination of this Agreement.

9.8. Modification. We may modify or supplement the terms and conditions of this Agreement at any time, and you hereby acknowledge and agree that the modifications and/or supplements shall be binding on you when posted on our website or otherwise provided to you. Your continued participation in the BOOK Program shall constitute your consent to the modifications or supplements.

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 late 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 each rental period. 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 Rental Period you can drive 2,000 miles; beyond that, you will incur the per-mile fee of \$.25 plus applicable taxes;
 - If you remain in the BOOK Program for two Rental Periods you can drive 4,000 miles total over the course of those two Rental Periods; beyond that, you will incur the per-mile fee \$.25 plus applicable taxes;

- If you remain in the BOOK Program for three Rental Periods you can drive 6,000 miles total over the course of those three Rental Periods; beyond that, you will incur the per-mile fee \$.25 plus applicable taxes.

6. **Geographical Area of Service** – The BOOK Program is available within:

- **A 75-mile radius of New York City** (the “**New York Market**”), 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, and 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 retain 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. **No Smoking** – Smoking of any kind, including vaping, is not permitted at any time in the Vehicle.
11. **No Operation while Impaired** – You must never drive while impaired due to prescription or over-the-counter medication, illness, fatigue, injury, or otherwise.
12. **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 has a zero-tolerance policy for being under the influence of or drinking alcohol or taking illegal drugs when using the Vehicle.
13. **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.
14. **Animals or Pets** – You may take a pet in the Vehicle but only if it is kept in a locked pet carrier. Licensed service animals are allowed in the Vehicles at any time without a carrier. A repair and cleaning cost of \$150 will be charged to participants that violate this policy.

15. **No Transport of Dangerous Items** – The Vehicle must not be used to transfer flammable, poisonous, hazardous, toxic, or otherwise dangerous goods.
16. **Securing Vehicle** – The Vehicle must be secured when not in use by closing the windows, closing and locking the doors, and parking it in a reasonably safe and secure location.
17. **No Servicing Vehicle** – The Vehicle will only be serviced by BOOK by Cadillac or its authorized representatives. Members must not perform or take a Vehicle for repair or servicing under any circumstances.
18. **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.
19. **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.
20. **No Modification to Vehicle** – Members are not permitted to modify, disconnect, or otherwise interfere with the operation of the Vehicle without the prior written consent of BOOK by Cadillac, including but not limited to odometer, emissions control equipment, or any other equipment installed on or in a Vehicle.
21. **No Improper Use of Vehicle** – You must not use the Vehicle in connection with a felony or other crime (other than a minor traffic violation) or any other illegal purpose whatsoever.
22. **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.
23. **Towing** – You are prohibited from towing or pushing anything with the Vehicle or loading the Vehicle in excess of manufacturer specifications.
24. **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.
25. **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.
26. **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

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.

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 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 of those 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 social media platforms such 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 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 those 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 the 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 request a copy by contacting us at info@bookbycadillac.com or 844-740-BOOK.