

# BOOK BY CADILLAC MEMBERSHIP AGREEMENT

This BOOK by Cadillac Membership Agreement (“**Agreement**”) is entered into between GM Mobility Europe GmbH, a company registered under the laws of Germany and having its registered office at Bethmannstraße 50-54, 60311 Frankfurt am Main, Germany (“**GM**,” “**we**,” or “**us**”) and the individual accepting this Agreement (“**You**”), is effective on the date of your acceptance, and provides the terms of your membership. By clicking to accept this Agreement, you agree to be bound by the following terms.

## 1. Definitions.

- 1.1. **Authorized Driver.** You and one additional person from your household who has been accepted by us as an Authorized Driver in the BOOK by Cadillac program.
- 1.2. **Greater Munich Area.** The area of 35 kilometers radius from the city center of Munich (Marienplatz), Germany, plus the Munich airport.
- 1.3. **Incident.** An accident or other event involving a Vehicle that results in damage to or loss of the Vehicle or the vehicle or other property of a third party, or personal injury to you, your passenger, or a third party.
- 1.4. **Program.** The BOOK by Cadillac membership program.
- 1.5. **Vehicle.** Any of the Cadillac, Chevrolet Corvette and Camaro vehicles in the fleet provided by GM, made available for use by Authorized Drivers in the BOOK by Cadillac program.
- 1.6. **We or Us.** GM, or Cadillac Europe GmbH, or their subsidiaries, affiliates, successors, agents, employees, subcontractors, or assigns.

## 2. Basic Terms.

- 2.1. The Program enables preapproved members to have continuous access to Vehicles and the ability to select and exchange Vehicles from a fleet through [member.bookbycadillac.eu](http://member.bookbycadillac.eu), subject to availability and in accordance with the terms and conditions of this Agreement and subject to paying all applicable fees. We will deliver and retrieve Vehicles from members within the Greater Munich Area.
- 2.2. GM owns 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, unless expressly noted. Your use of, and rights in relation to, any vehicle or item provided to you under this Agreement are limited to the Rights of Use stated in this Agreement, set forth in Schedule 1 to this Agreement and subject to the other terms and conditions of this Agreement, including payment of the fees described in Section 3 below. Only GM may transfer the Vehicles.

- 2.3. Your use of Vehicles is subject to availability, and Vehicles may be added to or removed from the Program at any time, in our sole discretion. Your access to use any Vehicle is subject to your continued eligibility and the terms and conditions of this Agreement. You have no guarantee to be able to use all types of Vehicles during the time of this Agreement.
- 2.4. Exchanges are scheduled on a first-come, first-serve basis using [member.bookbycadillac.eu](http://member.bookbycadillac.eu).
- 2.5. You may reserve Vehicles through [member.bookbycadillac.eu](http://member.bookbycadillac.eu), with a maximum 30-days and minimum 2-days' notice for an unlimited period of time within the duration of this Agreement ("Rental Period"). When you place a reservation, you may:
- leave it open-ended: in this case, the Rental Period will end at the beginning of the Rental Period of the next Vehicle that you will reserve, or at the termination of this Agreement; or
  - specify an end date: in this case, you shall return the Vehicle at your domicile upon the end date and you will be responsible to make another Vehicle reservation in due time before that date.
- 2.6 For Corvette the Rental Period may not exceed 7 consecutive days. This means that after a Rental Period of a Corvette you may choose any Vehicle model other than a Corvette.

### 3. Fees.

- 3.1. Initiation Fee: There is no initiation fee.
- 3.2. Membership Fee: The membership fee is (i) €1.700,00 for a one-month subscription, or (ii) €1.600,00 per month for a three-months subscription, or (iii) €1.500,00 per month for a six-months subscription, and is inclusive of Vehicle use, insurance, reasonable maintenance, and taxes.
- 3.3. Tolls. You will be liable for and shall indemnify Us from any tolls ("Tolls") and toll evasion fees, fines and similar fees ("Toll Fines") incurred while using the Vehicle. As an exception to the above, each vehicle is equipped with toll stickers for Switzerland and Austria at the expense of GM.
- 3.4. Tickets/Violations Fee. You are responsible for timely responding to and paying any parking tickets and road traffic violations ("Violations") incurred during a Rental Period. We are authorized to disclose your identity to government authorities alleging a Violation in the relation to the use of the Vehicle while the Vehicle was in your possession. You shall indemnify us against any and all penalty and warning fines, fees and other costs, levied by government authorities from Us because of any Violations. As compensation for our administrative costs incurred in handling enquiries put to Us by the government authorities in order to investigate administrative or criminal offences alleged to have been committed while a Vehicle was in your possession, you shall pay to us an amount of up to EUR 15.00 (incl.

VAT) for each such enquiry, unless the you prove that we incurred lower costs and/or loss. Our right to claim damages in excess of the aforementioned amount remains unaffected.

- 3.5 Cleaning Fee. You are to return the Vehicle in a clean condition for others to use. If found otherwise (ex. odor or residue from smoking, pet hairs, etc.) you will be charged for the actual cleaning costs incurred by Us.
- 3.6 Unauthorized Driver Fee. You may not allow any person other than an Authorized Driver to use the Vehicle. In addition to other rights and remedies we may have in this Agreement for use of a Vehicle by an unauthorized user, 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 minimum  $\frac{3}{4}$  tank of fuel and are to return the Vehicle with at least  $\frac{3}{4}$  tank of fuel. Vehicles returned without a  $\frac{3}{4}$  tank of fuel will result in a refueling charge at the market cost of fuel plus a service fee of €20. 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 culpable violation of the program terms and conditions or Rules of Use if such violation results in a visit by us to the Vehicle to remedy the situation (including if due to towing, impoundment, necessity of cleaning, lost key replacement, or re-fueling).
- 3.9 Delayed Billing. Billing for Toll Fines, Violations, cleaning, unauthorized drivers, low fuel, deductibles and other violations (collectively “Charges”) may be delayed or appear in a later billing cycle. We may debit the credit card on your user profile. 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 Payment Method. You must provide a valid credit card in your name to maintain your BOOK by Cadillac membership fee per month. You must pay the full Membership Fee 24 hours before you receive your first Vehicle.
- 3.11 Payment Authorization. By providing a credit card on your user profile, you authorize us to debit all Charges and Membership Fees. If you dispute any Membership Fees or Charges, you must immediately contact us at [bookeurope@cadillac.com](mailto:bookeurope@cadillac.com) or 080050805077.
- 3.12 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.

- 3.13 Account Updates. You must keep up-to-date your credit or debit card information on file in your user profile on [member.bookbycadillac.eu](http://member.bookbycadillac.eu). 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.

#### **4. Eligibility and Responsibilities.**

- 4.1. Eligibility. You represent and warrant that you and any other Authorized Driver meet all of the following Program eligibility requirements:

- a. You possess since not less than 3 years a valid driver's license that has not been modified, suspended, revoked, or otherwise restricted (except for corrective lens or glasses) in any way and will present it to BOOK by Cadillac upon reasonable request for proof. Upon your membership application, you accept that we check and make a copy of the driver's license of yours or any Authorized Driver;
- b. You are at least 25 years of age;
- c. You have not been convicted in the last five (5) years of any of the following motor vehicle violations:
  - (i) Driving while operator's license is restricted, suspended, revoked or denied;
  - (ii) Negligent homicide involving an automobile, dangerous disruption of road traffic, or endangering road traffic or any other traffic violation resulting in death or serious injury;
  - (iii) Driving while under the influence of drink or drugs;
  - (iv) Leaving the scene of an accident without cause;
  - (v) Any other criminal act warranting restriction or suspension of license; and

- 4.2. Updating Information.

- 4.2.1. You must notify to us immediately any variations of your current e-mail address, mailing address, mobile phone number, and any other contact information as required by us for participation in the Program.
- 4.2.2. You must promptly notify us in the event your or any Authorized Driver's driver's license expires or is in any way modified, suspended, restricted, or revoked, or if you fail to meet any eligibility requirement.
- 4.2.3. In the event we become aware of a breach of any traffic violation 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. The aforementioned clause shall not apply if and to the extent you have the right to refuse to give evidence under statutory law.

- 4.3. Rules of Use. You accept and agree to comply with (a) the Program Rules of Use set forth in Schedule 1 and attached, (b) the Program Privacy Statement set forth in Schedule 2 and attached.
- 4.4. Member Responsibilities. You are solely responsible for:
- 4.4.1. Any loss of, or damage to, goods and personal belongings in or on the Vehicle(s) whether owned by you or third parties unless and to the extent such loss or damage was the result of Our negligence or intent – however in that case subject to the provisions of sec. 6.1.;
  - 4.4.2. Any traffic citations, parking charges, parking citations, tolls, towing fees, storage fees, and any other fines or penalties incurred by reason of use of a Vehicle while in your possession, 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. You authorize your payment card provided for your membership payment to be charged with any such charge incurred monthly;
  - 4.4.3. Covering the cost of fuel. Vehicles returned without a  $\frac{3}{4}$  tank of fuel will result in a refueling charge at the market cost of fuel plus a service fee of €20;
  - 4.4.4. Immediately notifying the BOOK by Cadillac of any Incident or potential safety defect or concern you identify in a Vehicle; and
  - 4.4.5. Complying with the following procedures in the event of an Incident or other accident involving a Vehicle:
    - (i) For emergency situations, you must immediately press the red OnStar button for assistance or call [112]. When you are safe and able, report the incident to BOOK by Cadillac at the telephone number 080050805077. (Instructions are provided in the glove compartment of the Vehicle); and
    - (ii) For non-emergency situations, you must report the incident to BOOK by Cadillac at your earliest convenience, using the above telephone number.
  - 4.4.6. Returning the Vehicle for pick-up by GM at your domicile when your reservation ends. To the extent permitted by law, we may repossess a Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement.
- 4.5. Authorized Drivers. Once your membership has been accepted by us, you are authorized to drive a Vehicle, consistent with this Agreement. You may submit an application to add one (1) additional Authorized Driver within your household membership. An

authorized driver also includes any person who operates the vehicle during an emergency situation to a medical facility.

- 4.6. Termination by us. (i) Your failure to meet the above eligibility requirements, or (ii) your failure to fulfill the above responsibilities, or (iii) your failure to pay the Membership Fee, or (iv) significant damages caused to the Vehicle by you, an Authorized Driver, or unidentified third parties during the Rental Period, may result in the immediate, early termination of your Program membership, exercised in our sole discretion.

## **5. Insurance; Maintenance; and Repairs.**

- 5.1. Insurance; Indemnification; Hold Harmless. Insurance is provided on the Vehicle while you are operating the Vehicle under this Program in compliance with the terms and conditions.
- 5.2 Our automobile liability insurance policy (“Policy”) provides EUR 8.000.000 cover for bodily injury and property damage per person and EUR 100.000.000 per event. You may be liable to us and to an injured person for amounts awarded in excess of such maximum amounts.
- 5.3 Additionally to the insurance coverage under the Policy, you will benefit from a contractual exemption from liability which corresponds to the model of a fully comprehensive insurance (Vollkaskoversicherung) with a deductible of 0 EUR. You are not entitled to claim a contractual exemption from liability if the damage was caused intentionally. If the damage was caused by gross negligence We shall be entitled to reduce the exemption from liability pro rata in the proportion of the severity of the fault. Furthermore, you shall not be entitled to claim a contractual exemption from liability if the damage or loss was caused by an intentional breach of your obligations under this Agreement. Should you breach an obligation under this Agreement grossly negligently, We shall be entitled to reduce our payment towards the exemption from liability pro rata in proportion of the severity of the fault. In derogation from the provisions of the two preceding sentences We shall be under an obligation to exempt from liability if the breach of the obligation was not causal for either the occurrence of the event giving rise to the exemption from liability or for the determination or the extent of our obligation to exempt from the liability; this does not apply if the obligation was breached with an intention to deceive. The contractual exemption from liability applies only during the term of this Agreement.
- 5.4 Sec. 5.2 and 5.3 apply not only to you but also to any Authorized Driver, whereby, however, the contractual exemption from liability does not apply to unauthorized users of a Vehicle.
- 5.5 In the event that a Vehicle requires maintenance, you will be notified and provided with a replacement Vehicle.

## 6. Liability.

- 6.1. Limitation of Our Liability. Unless otherwise provided for herein, including in the following provisions, we are liable for the violation of contractual and non-contractual duties as prescribed by the relevant statutory provisions.
- 6.1.1. We shall be liable for damages – no matter the legal ground – only in case of intent or gross negligence. In addition, we shall be liable in case of slight negligence for
- damage resulting from injury to life, body or health;
  - damage resulting from a breach of a material obligation under the contract (eg an obligation, the performance of which is a prerequisite for the proper execution of the contract and the compliance with which the contractual partner generally actually relies on and may generally rely on); however, in this case our liability shall be limited to compensation of the foreseeable, typical damage.
- 6.1.2 The above limitation of liability shall not apply if we have fraudulently concealed a defect or granted a guarantee for the quality of the Vehicles.
- 6.2. Your Liability. In the event of damage to the vehicle, loss of the vehicle, or breach of the rental contract, you shall be liable in accordance with the provisions of statutory law.

## 7. Term and Termination.

- 7.1. Term. This Agreement begins on the first day of your first Rental Period and will continue for one, or three, or six months, as selected by you in the subscription process on our [member.bookbycadillac.eu](http://member.bookbycadillac.eu) website. This Agreement will be automatically renewed for the same period of time, unless you communicate your intention to terminate it within 14 days before the end date via e-mail to [bookeurope@cadillac.com](mailto:bookeurope@cadillac.com). The right of either Party to terminate this Agreement for cause shall remain unaffected.
- 7.2. Termination. 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.

## 8. Miscellaneous.

- 8.1. All Vehicles are equipped with OnStar. By participating in the Program, you agree to be bound by the terms and conditions of those systems, also available on [www.bookbycadillac.eu/onstar/de](http://www.bookbycadillac.eu/onstar/de).
- 8.2. 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.

8.3. Choice of Law. This Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of Germany.

8.4. 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.

8.5. 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.

8.6. Conflict of Terms. Any conflict between these Agreement terms and conditions and those of the OnStar terms and conditions will be resolved in favor of this Agreement.



**SCHEDULE 1**  
**RULES OF USE**

1. *Membership Application.* New members enroll in the program by executing the Membership Agreement and signing-up via the website.
2. *Membership Approval.* New members join the program when receiving approval of their membership by GM.
3. *Reserving a Vehicle.* Upon acceptance into the program, a member can select a vehicle from a list of available vehicles in the BOOK by Cadillac fleet using the website [member.bookbycadillac.eu](http://member.bookbycadillac.eu). 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 members' preferences. Vehicles can be reserved up to 30 days in advance.
4. *Vehicle Delivery and Exchange.* A BOOK by Cadillac concierge will deliver the vehicle on your specified day and time within BOOK's hours of operation and delivery radius. Vehicle delivery and exchanges occur (i) between 7:00 and 20:00 from Monday to Friday; and (ii) between 8:00 and 15:00 on Saturday, subject to availability. No delivery on Bavarian public holidays.
5. *Mileage Limit.* There are no limits on the mileage.
6. *Geographical Area of Service.* Greater Munich Area.
7. *Rental Period.* As long as you are in compliance with the terms and conditions of the Membership Agreement, including these Rules of Use, you may have possession of and use a Vehicle for any Rental Period. The Rental Period for Corvette vehicles may not exceed 7 consecutive days.
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 for-profit purpose.
9. *Use Area.* Vehicles must be driven only in the following countries: Austria, Belgium, Bulgaria, Cyprus, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Rumania, Sweden, Switzerland, Slovakia, Slovenia, Spain, Czech Republic, Hungary, Vatican City and United Kingdom.
10. *No Unauthorized Drivers.* 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.

11. *Fuel.* Each Vehicle will be delivered with a minimum  $\frac{3}{4}$  tank of fuel. Members are responsible for fuel during possession of a Vehicle and members will be charged the market cost plus a service fee of €20 for refueling Vehicles returned without a  $\frac{3}{4}$  tank of fuel. You will not receive credit if you return the Vehicle with more than  $\frac{3}{4}$  tank of fuel.
12. *Tolls and Citations.* Members are solely responsible for tolls, parking tickets, or any other citations incurred while a Vehicle is in the member's possession. Toll stickers for Austria and Switzerland are included and paid-up by GM.
13. *No Smoking.* Smoking is not permitted at any time by any member or other person in the Vehicle.
14. *No Operation while Impaired.* Members must never drive while impaired due to prescription or over-the-counter medication, illness, fatigue, injury, or otherwise.
15. *No Alcohol or Illegal Drugs.* Members must never use illegal drugs, or alcohol beyond the quantities permitted by German motor vehicle law prior to or while driving a Vehicle and understand BOOK by Cadillac's zero tolerance policy for illegal alcohol or drug use and driving.
16. *No Hand-Held Device Use.* The use of hand-held communication devices (including mobile phones, smartphones and tablets) 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 prohibited.
17. *Safe Driving.* Authorized drivers must obey all applicable motor vehicle laws, speed limits, codes, and regulations, including all local ordinances and/or 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 14 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, as well on race tracks
18. *Animals or Pets.* Pets are allowed in the vehicles if caged. Uncaged animals are not permitted in the Vehicles (except for Service Animals), and a repair and cleaning cost will be charged to participants that violate this policy.
19. *No Transport of Dangerous Items.* The Vehicle must not be used to transfer flammable, poisonous, hazardous materials, weapons, or otherwise dangerous goods.

20. *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.
21. *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. If service is required please contact Concierge@bookbycadillac.eu or 080050805070.
22. *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.
23. *Incidents.* You should push the red button to speak with an On-Star Emergency Advisor who will request information about the accident.  
  
In the case of an accident within the delivery radius, GM will retrieve the vehicle in the accident and replace it with an available vehicle from the fleet. GM cannot guarantee that the equivalent model and year of vehicle will be delivered, but will make reasonable efforts to deliver a similar Vehicle.  
  
If the accident happens outside of the delivery radius, On-Star will coordinate a tow truck, if appropriate. A replacement vehicle from the fleet will not be available for delivery, however, reasonable efforts will be made to secure appropriate transportation.
24. *Stolen Vehicle.* If a Vehicle is stolen, the member should immediately contact the appropriate law enforcement authority and then contact BOOK by Cadillac for further instruction.
25. *No Modification to Vehicle.* Members are not permitted to modify, disconnect, or otherwise interfere with the operation of the odometer, emissions control equipment, or any other equipment installed on or in a Vehicle.
26. *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.
27. *Parking.* During a Rental Period, you may park in any legal parking space. In case you want to get a parking card for changing license plates in Munich city, we will assist you.
28. *Fines / Tickets.* Members are responsible for any and all parking fees and fines or tickets ("Violations") that may result. We are authorized to disclose your identity to government authorities alleging a Violation in the relation to the use of the Vehicle while the Vehicle was

in your possession. You shall indemnify us against any and all penalty and warning fines, fees and other costs, levied by government authorities from Us because of any Violations. As compensation for the our administrative costs incurred in handling enquiries put to us by the government authorities in order to investigate administrative or criminal offences alleged to have been committed while a Vehicle was in your possession, you shall pay to us an amount of up to EUR 15.00 (incl. VAT) for each such enquiry, unless the you prove that we incurred lower costs and/or loss. Our right to claim damages in excess of the aforementioned amount remains unaffected.

29. *Cleaning.* You are kindly asked to remove all trash and return the Vehicle in a clean condition. We reserve the right to charge you for the actual cleaning costs incurred by U for any excessive soiling that requires cleaning. s.
30. *Towing.* You are prohibited from towing or pushing anything with the Vehicle or loading the Vehicle in excess of manufacturer specifications.
31. *Securing Vehicle.* You understand that when the Vehicle is not in use, you will secure it by closing the windows, closing and locking the doors, and parking it in a reasonably, safe, secure location.
32. *Exchange Cancellation:* Scheduled vehicle exchanges can be cancelled if the Vehicle has not been reserved by another member.
33. *Prohibition on Unpaved Roads:* Vehicles must not be used on unpaved roads (except for Cadillac XT5 and Cadillac Escalade Vehicles), test tracks, or racing tracks.

June, 13<sup>th</sup> 2018

## **SCHEDULE 2** **PRIVACY POLICY**

### **BOOK BY CADILLAC PRIVACY STATEMENT**

Your privacy is important to us. We undertake to comply with the Data Protection Legislation on the protection for natural persons with regard to the processing of personal data (EU/679/2016, here below “Applicable Legislation”, “General Data Protection Regulation” or “GDPR”).

This Privacy Statement describes how we GM Mobility Europe GmbH (“**GM Mobility**” or “**we**”), whose registered office is in Bethmannstraße 50-54, 60311 Frankfurt am Main, collect, use, and share information we obtain about you when you use the BOOK by Cadillac Member Website and when you use the services available through the BOOK by Cadillac Member Website (collectively, the “BOOK by Cadillac Services”) in order to provide you with these 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.bookbycadillac.eu/onstar/datenschutz/>.**

#### **Information collected by GM Mobility to provide the services**

When you use the BOOK by Cadillac Services, GM Mobility may collect and process certain information about you or the vehicle you reserve (“Vehicle”) to provide the services as further described below.

When you register for the BOOK by Cadillac Services or otherwise use the BOOK by Cadillac Member Website, GM Mobility 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, state and date of issuance and the picture.
- Payment Information, such as credit card number, credit card type, expiration date and CVC number.
- Retrieve telemetric Information while you using one of our vehicles such as current Mileage and other information regarding the vehicle condition (tire pressure and error logs) to ensure the replacement and/or service of the vehicles.

Submitting the personal data is never mandatory. However, not providing the data marked as mandatory will prevent us from providing you with the service.

#### **Use of Your Information by GM Mobility**

When you use the BOOK by Cadillac Services, GM uses the information collected to:

- Provide BOOK by Cadillac Services, including to facilitate reservation services, payments, and send receipts for services you request – justified on the basis of GDPR, art. 6, para 1 subpara (b);
- Communicate with you about your account or the BOOK by Cadillac Services – justified on the basis of GDPR, art. 6, para 1 subpara (b);
- Provide Vehicle support and service – justified on the basis of GDPR, art. 6, para 1 subpara (b);
- Evaluate vehicle performance and safety – justified on the basis of GDPR, art. 6, para 1 subpara (f): the legitimate legal interest pursued by GM Mobility is the improvement of the BOOK by Cadillac services;
- Comply with legal requirements – justified on the basis of GDPR, art. 6, para 1 subpara (c); and
- Generate aggregate data on your use of the BOOK by Cadillac Member Website – justified on the basis of GDPR, art. 6, para 1 subpara (a) and GDPR, art. 6, para 1 subpara (f), see Cookie/Tracking Section below for additional detail.

When you use the BOOK by Cadillac Member Website, GM Mobility asks you to provide a specific consent for marketing to collect and process certain information about you or the vehicle you reserve to provide you with marketing offers that may interest you. In particular GM Mobility collects and processes:

- Contact details, driver’s information and other information like mentioned above – justified on the basis of GDPR, art. 6, para 1 subpara (a).

**Collection of Location Information**

You can restrict our access to, as well as the collection and sharing of, the location of your car by disabling location-sharing in the car with the privacy button.

**If you utilize OnStar e.g. press the blue or SOS button in your vehicle, your precise location will be detected and forwarded to OnStar to fulfill your request – justified on the basis of GDPR, art. 6, para 1 subpara (a) and GDPR, art. 6, para 1 subpara (b).**

Please be aware, some of the OnStar services require access to and collection of the location of the Vehicle. BY **Sharing of Information**

We will only share your Personal Information, Payment Information and Driver’s License Information with our service providers (such as Cadillac Europe GmbH, MRM/McCann GmbH, Arwe Holding GmbH, Mastercard, JP Morgan, Deutsche Bank), appointed as data processors in accordance with the Applicable Legislation, 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 – justified on the basis of GDPR, art. 6, para 1 subpara (c);
- 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 – justified on the basis of GDPR, art. 6, para 1 subpara (f): the legitimate legal interest pursued by GM Mobility is the protection of its own and / or third persons’ rights;
- With our services providers, appointed as data processors in accordance with the Applicable Legislation, 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, appointed as data processors in accordance with the Applicable Legislation when you use OnStar services;
- With our business partners for GM marketing activities in accordance with the Applicable Legislation appointed as data processors;
- With our business partners for business partner marketing activities in accordance with the Applicable Legislation and provided that you gave your consent to us for marketing activities;
- Within GM, with our GM controlled subsidiaries and affiliates based on legitimate interest and anyway in accordance with the Applicable Legislation – justified on the basis of GDPR, art. 6, para 1 subpara (f): the legitimate legal interest pursued by GM Mobility is based on internal administrative purposes;
- with GM dealers and with GM licensees appointed as data processors in accordance with the Applicable Legislation;
- In connection with a vehicle repossession to facilitate vehicle recovery – justified on the basis of GDPR, art. 6, para 1 subpara (f): the legitimate legal interest pursued by GM Mobility is the protection of its own property.

**Intention to transfer personal data to a third country or international organisation**

**Cookies/Tracking Technologies**

*Tracking on the BOOK by Cadillac Member Website and Emails*

The BOOK by Cadillac Member 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.

To measure site activity and provide a better user experience, we may allow our service providers or business partners, as appointed data processors, 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, appointed as data processors, 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.

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 Member Website*

To help us understand how the BOOK by Cadillac Member Website 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 Member Website crashes, and your use of the BOOK by Cadillac Member Website, including the functionality you use within the BOOK by Cadillac Member Website, and how frequently and how long you use the BOOK by Cadillac Member Website.

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 Member Website. At this time, the BOOK by Cadillac Member Website does not currently honor do not track signals from a website or device browser.

The legal basis for the processing of personal data in connection with the use of Cookies/Tracking Technologies is – if consent is given – GDPR, art. 6, para 1 subpara (a) and – in any case – GDPR, para 1 subpara (f). The legitimate interest GM Mobility pursues is the improvement of user experience of the Cadillac Member Website and the production of customer information that enables GM Mobility and its business partners to better personalize their advertisement and offers.

#### **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 as autonomous data controllers. 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 for three years thereafter. If you'd like us to delete the information you have provided, please contact us at bookeurope@cadillac.com or 080050805077, and we will respond in a reasonable time. Please note we may be required to retain certain information by law.

#### **Security**

We use adequate 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.

#### **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 Member Website, or by notifying you via email or postal mail.

### **Your rights**

You can exercise the following rights contacting us as describe below:

1. right to access means the right to obtain from us whether your data are being processed and, where applicable, have access to further information on the processing (GDPR, art. 15);
2. right to rectification and right to erasure means the right to obtain the rectification of inaccurate and/or incomplete data, as well as the erasure of data when the request is legitimate (GDPR, art. 16 and 17);
3. right to restriction of processing means the right to request suspension of the processing when the request is legitimate (GDPR, art. 18);
4. right to data portability means the right to obtain data in a structured format, ordinary used and readable, as well as the right to transfer data to other controllers (GDPR, art. 20);
5. right to object means
  - the right to object on grounds relating to your particular situation, at any time to processing of personal data concerning you which is based on GDPR, art. 6, para 1, subpara (e) or (f), including profiling based on those provisions (GDPR, art. 21, para 2);
  - the right to object where personal data are processed for direct marketing purposes, at any time to processing of personal data concerning you for such marketing, which includes profiling to the extent that it is related to such direct marketing (GDPR, art. 21 para 2)
6. right to withdraw consent at any time, where processing is based on consent; the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal (GDPR, art. 7, para 3);
7. right to lodge a complaint with a supervisory authority if you consider that the processing of personal data relating to you infringes the GDPR (GDPR, art. 77, para 1). The competent supervisory authority for GM Mobility is

**Der Hessische Datenschutzbeauftragte**  
(Hesse Data Protection Supervisory Authority)

**Postal address:**  
Postfach 31 63  
65021 Wiesbaden  
Germany

**Street address:**  
Gustav-Stresemann-Ring 1  
65189 Wiesbaden  
Germany

You also have the right to contact the data protection supervisory authority in your country of residence. Our EU representative can be reached at the following address: GM Global Propulsion Systems – Torino S.r.l., corso Castelfidardo 36, 10129 Torino – Phone number +390114248010

### **How to Contact Us**

For general questions about the BOOK by Cadillac Services, you can contact us at [bookeurope@cadillac.com](mailto:bookeurope@cadillac.com) or 080050805077.

With respect to any questions regarding the protection of your personal data or your rights under the applicable data protection law, please contact our data protection officer at [privacy.europe@gm.com](mailto:privacy.europe@gm.com)

### **Your Consent**

**By clicking to accept this agreement you give GM Mobility the permission to collect and process certain information about you or the vehicles you reserve to provide you with marketing offers that may interest you by email and or telephone calls. In particular GM Mobility collects and processes Contact data, driver's information and information about the vehicle you reserve for the aforementioned purposes. Furthermore, you give GM Mobility the permission to share these data with other GM controlled subsidiaries and affiliates and with our business partners, in particular with GM dealers and with GM licensees, for their own marketing activities.**



**By clicking to accept this agreement, you consent to be geolocated for purposes of OnStar services as set forth in the OnStar Privacy Statement (<https://www.bookbycadillac.eu/onstar/datenschutz>).**

June 13<sup>th</sup>, 2018