

## **Web Site User Guidelines**

### **Introduction**

In order for our community to work, a certain amount of trust is involved. We want to continue to allow our users to be involved with as many interactive aspects as possible so that all of you continue to help shape the future of gmaccessorieszone.com (the "Web site"). Have fun out there, but please don't abuse the site. Please read all of these rules carefully and take them seriously. Don't try to find loopholes around the rules; they were created in the common interest of maintaining a welcoming community for all persons interested in the Web site. Violations of the user guidelines may result in a warning notification or may result in termination of your account and deletion of all or any of your content at our sole discretion. If we terminate your account, you are banned from ever signing up for another Web site account.

### **1. Your Acceptance**

A. By using and/or visiting this Web site, you agree to and accept (1) these terms and conditions (the "Terms of Service"), and (2) the privacy notice found at <http://www.gm.com/privacy/>. If you do not agree to any of these terms, or the privacy notice, please do not use the Web site. The Web site is operated by General Motors LLC ("GM"), through various agencies and service providers.

### **2. The Web Site and Third Party Links**

A. These Terms of Service apply to all users of the Web site.

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

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

### **3. Accounts**

A. In order to access some features of the Web site, you may have to create an account. You may never sign on under another user's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You should notify GM immediately of any breach of security or unauthorized use of your account. B. GM will not be liable for any losses caused to you by any unauthorized use of your account. However, you may be liable for the losses of GM or other parties due to such unauthorized use.

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

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

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

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

C. You agree not to use the Web site, for any commercial use. Prohibited commercial use includes any of the following actions taken without GM's express approval:

- Sale of access to the Web site or its related services on another Web site;
- Use of the Web site or its related services for the primary purpose of gaining advertising or subscription revenue;
- The sale of advertising, on the Web site or any third-party Web site, targeted to Web site content;

- Any use of the Web site or its related services that GM finds, in its sole discretion, to use GM's resources with the effect of competing with or displacing the market for the Web site content or any products or services featured on the Web site.

D. Prohibited commercial uses do not include: Any use that GM expressly authorizes in writing.

E. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Web site in a manner that sends more request messages to the Web site servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line Web browser. Notwithstanding the foregoing, GM grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. GM reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Web site, nor to use the communication systems provided by the Web site (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Web site.

F. You will otherwise comply with the terms and conditions of these Terms of Service, and all applicable local, national, and international laws and regulations.

G. GM reserves the right to discontinue any aspect of the Web site at any time.

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

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

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

B. You may access User Submissions solely:

- for your information and personal use;
- as intended through the normal functionality of the Web site;
- and for Streaming.

"Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Web site to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited.

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

D. You agree not to engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein, including any use, copying, or distribution content obtained through the Web site for any commercial purposes.

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

## **6. Copyright Infringement Notification**

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

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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

Such written notification should be sent to:

Ryan Zemmin  
 100 GM Renaissance Center  
 Detroit, MI 48265  
 MC : 482 - A29 - D24  
 Fax : 313-667-4007

## **7. Account Termination Policy**

A. GM reserves the right to terminate a User's access to its Web site if, under appropriate circumstances, they are determined to be a repeat infringer. B. GM reserves the right to decide whether Content is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. GM may remove any Web site content and/or terminate a User's access for uploading material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

## **8. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE WEB SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, GM, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEB SITE AND YOUR USE THEREOF. GM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEB SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEB SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEB SITE BY ANY THIRD-PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEB SITE. GM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE WEB SITE OR ANY HYPERLINKED WEB SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND GM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **9. Limitation of Liability**

IN NO EVENT SHALL GM, OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEB SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION

TO OR FROM OUR WEB SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEB SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT THE ABOVE PARTIES SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Web site is operated and offered in the United States of America. GM makes no representations that the Web site is appropriate or available for use in other locations. Those who access or use the Web site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

#### **10. Indemnity**

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

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

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

#### **12. Assignment**

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

#### **13. General**

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