

General Motors (China) User Service Agreement

Effective Date: November 1st, 2023

Please note: Any subject who uses and/or accesses GM Platforms (as defined below) and offline scenarios, uses our products (or services), and participates in our activities (“You”) shall carefully read and abide by the entire content of this User Service Agreement as well as the service terms separately agreed by the Users (if any) in order for GM to provide specific services, especially the provisions relating to the Disclaimer, Intellectual Property, Dispute Resolution, Usage Restriction, etc. Such provisions have been highlighted by appropriate means such as bold font. Please refer to *General Motors (China) Privacy Policy (“Privacy Policy”)*, *Checklist for Implementing Separate Consents of General Motors (China) Privacy Policy (“Checklist”)*, and *General Motors (China) Guidelines for Protection of Minors’ Personal Information (“Guideline”)* for the rules regarding the handling and protection of your personal information.

I INTRODUCTION

General Motors (China) Investment Co., Ltd. (通用汽车(中国)投资有限公司) (“GM”, “We”, “Our”) is the developer of the following platforms built via the internet and mobile internet:

No.	Platform Name	Description
1.	Official Website of GM China	means the official website of GM China that may provide you with information browsing and searching service (https://www.gm.com.cn/zh/home.html).
2.	The Durant Guild Website	means the official website of GM high-end import business in China that may provide you with information browsing and searching service (https://www.durantguild.com/cn).
3.	The Durant Guild APP	means the mobile client terminal of GM high-end import business that may provide you with user registration, account management, information browsing and searching service, vehicle purchase and driving related service, business promotion activities, marketing survey activities, personalized recommendation and other services.
4.	The Durant Guild WeChat Applet / Mini Program	means the WeChat applet “The Durant Guild” developed and provided based on the relevant resources of Shenzhen Tencent Computer System Co., Ltd. and its affiliated companies (“ Tencent ”) that may provide you with user registration, information browsing and searching service, vehicle purchase and related service, business promotion activities, marketing survey activities, personalized recommendation and other services.

No.	Platform Name	Description
5.	TDG Fashion Life WeChat Applet / Mini Program	means the WeChat applet “TDG Fashion Life” developed and provided based on the relevant resources of Tencent that may provide you with information browsing and searching service and online mall service.
6.	The Durant Guild Enterprise WeChat	means the Enterprise WeChat named “General Motors (China) Investment Co., Ltd.” (“GM China” for short)), a WeChat app developed and provided based on the relevant resources of Tencent that may provide you with information browsing and searching service, vehicle purchase and related service, business promotion activities, marketing survey activities, personalized recommendation and other services.
7.	General Motors Enterprise WeChat	means the Enterprise WeChat named “General Motors (China) Investment Co., Ltd.” (“GM” for short)) developed and provided based on the relevant resources of Tencent that may provide you with visitor registration service.
8.	The Durant Guild Car-Mounted Terminal	means the vehicle client terminal for the high-end import business of GM that may provide you with services such as user registration, OnStar service, vehicle entertainment, vehicle data monitoring and other services.
9.	Other Digital Platforms	means other digital platforms used in offline scenarios based on the actual situation at that time and will be provided in accordance with our business plan at that time.

GM is also a user of the following platforms built via the internet and mobile internet (together with the platforms listed in the table above, each a “**Platform**” and collectively, the “**Platforms**”):

No.	Platform Name	Description
10.	Tencent Platform	means relevant APPs and software developed or provided by the relevant resources of Tencent other than the Durant Guild WeChat Applet Durant Guild Enterprise WeChat and General Motors Enterprise WeChat, including (1) the WeChat public platforms “GM” and “Durant Guild”; (2) the WeChat video platforms “GM Design”, “Ultium” and “Durant Guild”, and (3) the WeChat applet “Ultium”, together with their versions updated from time to time.
11.	Official Weibo	means “The Durant Guild” and “GM”, the official Weibo accounts opened and operated by GM on Weibo (https://weibo.com/).

Under this service agreement

1. Services herein include but are not limited to the following contents: user registration, account management, information browsing and searching services, services relating to your vehicle purchase, driving-related services, other services.
2. Please kindly read carefully this Service Agreement and relevant documents so that you fully understand them before you use the Products and services provided by GM or its vendors or partners through the Platform and offline scenarios (including, without limitation, calling GM, visiting GM offline experience centers for test ride, test drive and vehicle purchase, visiting GM offline maintenance centers for after-sale and repair services, participating in exhibitions, car fancier clubs and other activities held by GM or its authorized organizers (collectively, “**Offline Scenarios**”).
3. The Platform was created for the common benefit of the vast users of GM. Any breach of China’s laws and regulations and this Service Agreement may result in warning to you or force us to terminate your Right of use and/or delete your Account. If we decide to terminate your Account, you may not be able to register accounts, use services or participate in Offline Scenarios with other media within the GM Ecosystem.

II YOUR ACCEPTANCE

The use and/or access of the Platform and Offline Scenarios in any way, use of our products (or services), participation in our activities constitute your agreement and acceptance to this Service Agreement and its components as updated from time to time (see Section XV for more detail). If you do not agree to any or all of the clauses, you shall immediately cease to use the respective services.

III ABOUT USER SERVICE AGREEMENT

1. The Service Agreement applies to all users of the Platform and all users participating in GM’s Offline Scenarios, including those who upload photos/video/audio and other media content, information and other resources on the Platform and its Offline Scenarios.
2. We hereby draw your attention to the fact that the Platform may contain links and instructions to other websites or applications not developed or provided by GM. As we have no control over such third party environment, so in no case may this Agreement apply to the products and/or services provided to you by such third party websites or applications. Please read carefully the third party's privacy policy and user agreement prior to using such products and/or services.

IV USER ACCOUNT

1. Invoking certain functions of the Platform may require you to register an account. You hereby agree to always abide by this Service Agreement even when you access or invoke the Platform's functions which can be accessed or invoked without user registration.

2. The ownership of all accounts created on the Platform shall belong to GM. You will have the right of use of such accounts after you complete the registration process.
3. You may not login to other users' accounts on the Platform without permission. When creating your account, you must provide accurate and complete information. **You are solely responsible for all actions you conduct through your account, and you must keep your account password secure. You acknowledge and confirm that all instructions given from your account shall be deemed to be the true expression of your intention, and that we have the right (but not the obligation) to verify your identity and to request such further information as may be necessary to verify your identity.** You shall notify us immediately if you become aware of any breach of security or any unauthorized use of your account.
4. **You specifically acknowledge and agree that GM will not be held responsible for any loss to you caused by the unauthorized use of your account. However, GM reserves the rights to hold you responsible for any damage caused to us or other third parties as a result thereof.**

V USE AND RESTRICTIONS OF PLATFORM

Some Platform may be equipped with relevant functions for account holders and users of the Platform to upload stream media content such as photos and videos (“**User Media Content**”) and text content (“**User Comments**”). User Media Content and User Comments are collectively referred to as “**User Submission**”.

Your use of the Platform and its services shall comply with the following provisions:

1. You warrant and undertake that you have the necessary civil capacity to perform the operation required under the laws of the PRC. The Platform is mainly targeted at adults of age 18 and above. **Any minor under the age of 18 (other than those regarded as full civil capacity as provided by law) should not register and/or use our products and/or services without the express consent of the parent or legal representative of such individual.**
2. Any of your User Submission (including account registration information such as nickname, profile picture) may not contain any content related to any of the following topics: obscenity, pornography, gambling, violence, murder, terror or instigation of crime; the content insulting, defaming, intimidating, involving others' privacy or infringing upon others' lawful equity rights; the content in contravention of social and public interests, public morality and customs; the content containing virus, Trojan horse, crawler and other malicious software or program code that may destroy, falsify, delete or affect the normal operation of any system of the Platform, or steal data and personal information of the Platform and other users without permission; other content in violation of the prohibitive provisions of national laws and regulations.
3. **You shall be fully responsible for your User Submission and any consequences caused by releasing the User Submission. Any User Submission only represents your personal opinions which have no relation**

to the position of the Platform. The factual information you upload about the Platform and GM products or services must be true and accurate. The Platform has the right (but not the obligation) to reject, delete or transfer storage of any User Submission published by users on the Platform.

4. You shall not tamper with any existing content of the Platform in any way.
5. You shall not access the Platform through any unauthorized technical means or in any unauthorized way.
6. You shall not use the Platform and Services for any illegal or improper activities.
7. You shall not use the Platform and services for any commercial purpose that, in GM's reasonable judgment, constitutes a detriment to GM's interests.
8. Your access to User Submission should be limited to personal browsing or other purpose intended by ordinary people using the normal functions of the Platform.
9. **GM reserves the right to delete any content you publish onto the Platform that may infringe upon the rights of a third party without any prior notice.**

VI SPECIAL NOTES FOR OFFLINE SCENARIOS

1. **If you enter an Offline Scenario (e.g., visit one of our offline stores or other premises of a similar nature that are under our physical control), such scenario may be equipped with video surveillance system that may capture and record activities (including your image, video, voice and whereabouts) within the store for the purposes of maintaining security, protecting store operations and public safety, etc.**
2. **At offline venues involved in certain activities (e.g., photo walls), we or our vendors or partners may use devices to capture photographs, images, videos, voices, and identifying information about you and/or minors under your custody or legally represented by you, and will notify you of this in an appropriate manner, and by participating in such activities, you grant us permission to use your likeness or other personal information to the reasonable extent (e.g., by displaying photographs of you participating in the activity in the activity venue or in GM's promotional materials).**
3. **In order to provide you with products or services in offline scenarios (e.g., visiting stores, participating in offline activities organized by us), GM will collect and process your personal information from you, including your personal photographs, audios, videos, images, and movement tracks that are recorded by our devices and voluntarily disclosed by you and provided to us in offline scenarios ("Offline Scenario Disclosure Contents"). We respect and safeguard your portrait and privacy rights and will collect and process relevant personal information in accordance with *Privacy Policy, Checklist and Guideline*.**

4. GM reserves the right to delete any content you post in Offline Scenario that may violate third parties' rights without prior notice.

VII INTELLECTUAL PROPERTY RIGHTS (Please read this paragraph carefully)**

1. Except those uploaded by users, the contents in the Platform, including but not limited to the intellectual property, property rights and personal rights under product model, trademarks, service marks and logos contained therein, embodied in the form of software, scripts, graphics, photos, audio, music, video, interactive functions, etc., belong to General Motors LLC and GM has been fully authorized. You shall not copy the aforesaid contents for transfer, development or commercial purpose, nor shall you modify such contents or redistribute them to other online platforms.
2. For clarity, you retain all of your ownership rights in your User Submissions and Offline Scenario Disclosure Contents. Nevertheless, by submitting User Submissions to the Platform or providing Offline Scenario Disclosure Contents in the Offline Scenarios, you hereby grant GM a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Platform, Offline Scenarios and business of GM (and its successors and affiliates), including without limitation for promoting and redistributing part or all of the contents (and derivative works thereof) in any media formats and through any media channels. Besides, you also hereby grant each user on the Platform or in the Offline Scenarios a non-exclusive license to access your User Submissions and Offline Scenario Disclosure Contents through the Platform or in the Offline Scenarios, and to use, reproduce, distribute, display and perform such contents as are permitted within specific scope. The above licenses granted by you terminate within a commercially reasonable time after you explicitly request us to remove or delete your User Submissions or Offline Scenario Disclosure Contents from the Platform and you understand and agree, however, that GM may retain copies for archival purposes.

You specifically acknowledge and agree that: if you are a licensee, you shall terminate your use immediately after the licensor removes the corresponding User Submissions or stops the corresponding authorization, to ensure that you will not infringe any rights of the licensor, and you also warrant that any of your use will not violate any applicable laws and regulations, statutes, governmental policies, and international conventions, and that it will not violate any public order and customs nor will it have any negative impact on the society, and that, if you are a licensor, you fully understand that GM cannot guarantee that the actual use of the licensed party will not infringe on your rights, and you will not hold GM liable in any way for any such infringement or claim any compensation for such infringement.

3. In connection with User Submissions and Offline Scenario Disclosure Contents, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, unless (1) you are the owner of such rights or (2) you have permission from their rightful owner to post the material and to grant GM all of the license rights granted herein.

- 4. The intellectual property infringement notification shall be filed in written form to us and contains the following: (1) legal signature of the owner of the exclusive right or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) the work itself and the certificate to prove the relevant rights; (3) identification of the work claimed to have been infringed; (4) sufficient information to permit us to contact the complaining party; (5) 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 right owner, its agent or the law; (6) a statement that the information in the notification is accurate and the complaining party does have the corresponding right or with fully authorization to send the infringement notification. Such written notification should be sent to GM through the contact information specified in Section 16 of this Service Agreement.**

VIII PROTECTION OF PERSONAL INFORMATION

We attach great importance to the protection and safeguarding of your personal information. In the course of rendering services to you, we will protect your personal information in accordance with *Privacy Policy, Checklist and Guideline*. You understand and acknowledge that the foregoing documents are a valid part of this Service Agreement and that in order for us to provide services to you, you agree and accept the foregoing documents as updated by us from time to time.

IX NOTICES AND SERVICE

You understand and acknowledge that GM may serve you the notification in any of the following ways:

- (1) Written form: send it to the address submitted when you register your account on the Platform or submit in Offline Scenarios, by personal delivery or registered mail or the express service recognized by the Chinese judicial authority. In case of any return, the postal return date shall be deemed as service date.
- (2) Electronic form, send to the email address, mobile phone number, your mobile terminal or vehicle terminal provided during the account registration or those submitted by you in Offline Scenarios.

For any change in contact information, you should notify us in writing at least 5 working days in advance. Otherwise, based on above-mentioned confirmed contact information, our notices, documents and materials (including but not limited to equipment, documents and materials, legal documents, etc.) (1) (written form) shall be deemed to have been serviced within 3 working days from the delivery date; (2) (electronic form), shall be deemed to have been serviced on the date of delivery.

You understand and acknowledge that the above-mentioned contact information which will be regarded as effective information for legal service in arbitration and litigation.

X ACCOUNT TERMINATION POLICY (*)Please read this paragraph carefully)**

1. To satisfy the compliance requirements of the Platform and provide real-time services, you understand and acknowledge that GM reserves the right to modify, suspend, terminate any and all function of the Platform and associated services at any time.
2. GM reserves the right to immediately suspend, terminate and restrict your account, and / or freeze, cancel and delete your account due to any violation of this Service Agreement. The negative effects and curtailments arising therefrom shall be borne by yourself.
3. GM reserves the right to decide whether User Submission is appropriate and complies with laws, regulations and this Service Agreement and remove such User Submissions and/or take any coercive measures according to the laws and regulations without any prior notice at its sole discretion.

XI DISCLAIMERS, EVENT INSTRUCTIONS AND YOUR PROMISE (Please read this paragraph carefully)**

1. **You agree that your use of the Platform, participation of Offline Scenarios (e.g. participation in offline events organized by us) shall be at your sole risk. To the fullest extent permitted by laws and regulations, GM, its officers, directors, employees, parents, affiliates, shareholders, representatives and agents disclaim all warranties, express or implied, in connection with the Platform and your use thereof.**
2. **GM makes no warranties or representations about the accuracy or completeness of any user generated content, or the contents of any sites linked to this Platform.**
3. **GM assumes no liability or responsibility for any personal injury or property damage, of any nature whatsoever, generated from**
 - a. **Errors, mistakes, or inaccuracies of content created by user.**
 - b. **Any unauthorized access to or use of our secure servers and/or any and all personal information and/or other information stored therein.**
 - c. **Any hostile programs which may be transmitted to or through our Platform by any third-party.**
 - d. **Any interruption or cessation of transmission to or from the Platform, due to any third-party.**
 - e. **force majeure includes but is not limited to floods, fires, droughts, earthquakes, typhoons, COVID-19 and other epidemic diseases, riots, events with the nature of war, acts of national will and policy changes. For the purposes of the Platform, force majeure events specifically include interruptions or terminations of the Platform's services due to maintenance of information network devices, connection failures, failures of computers, communications or other systems, power failures, etc., that are not caused by GM itself.**

4. **GM may provide Users with third party links or services on Platforms and in Offline Scenarios for convenience reasons, but it does not warrant, endorse, guarantee, or assume any responsibility for any product or service, or commercial promotion advertised or offered by a third-party through any platforms, and GM will not monitor any transaction between you and third-party providers of products or services. For these transactions, you should use your best judgment and exercise caution where appropriate. If you use the services of a third party, you should separately comply with the service agreement and rules related to that third parties. Disputes arising from your use of third parties' services shall be unrelated to GM.**
5. **The vehicle configurations, including but not limited to model name, design, decorations, functions, equipment, configuration options, set out on this Platform or shown in Offline Scenarios, may be subject to change in sole discretion of GM from time to time. Such information is for reference only and not guaranteed. To avoid any ambiguity, if the models, products, materials and simulations shown are based on vehicle models available in North America, the configurations, parameters, official names and other attributes of vehicle models and products sold in China will be adjusted in accordance with Chinese laws, regulations and national standards.**
6. **You understand and acknowledge that for all events in which you participate,**
 - a. **The event organizer and GM reserve the right to interpret, adjust, suspend and terminate any or all of the events at its own discretion. To participate in such event, you should agree to our applicable *Privacy Policy*, *Checklist* and *Guideline* at that time in a timely manner and provide correct and accurate information required. Otherwise, GM and/or the organizer shall not be responsible for corresponding curtailment of your rights and interests.**
 - b. **You guarantee and promise that, when participating in the events, you and your accompanying personnel to whom you have the guardianship obligation and the duty of care (your “Companion”) (1) will be in good health and are not physically or mentally unfit to participate in the activities arranged by GM (including, but not limited to, suffering from severe hypertension, heart disease or other diseases that make you unfit to participate in such activity); (2) follow the instructions, recommendations and cautions of GM (3) are not affected by any narcotics, stimulants or other drugs; (4) will not infringe any rights and interests of any other person, activity participant or third party (5) you shall be liable for all damages in the event of personal injury, death, accident and/or property damage to any other event participants or third party due to violation of any of the above.**
 - c. **That access to the event site even as an ordinary spectator implies and involves the RISK OF SERIOUS PERSONAL INJURY, DEATH OR SERIOUS DAMAGE TO PROPERTY and the maximum level of care and attention is therefore required. You will take high caution at all times in the event site; You further agree and promise that if you notice that a dangerous situation is**

forming or continuing, you will immediately notify the staff on site, and if necessary, you will leave the event site and / or immediately stop participating in the event.

- d. Regardless of whether it is caused by GM or any other reason, if you or the Companion or any other participants (“Insured Subject”) of the event suffers personal injury, death, accident and/or financial losses in the event, insurance company of Insured Subject’s shall directly pay all compensation. Any compensation that is to be received by you or your Companion or your successor shall be limited to the insured amount actually paid by such insurance company, and that GM is not liable for any compensation. In terms of such compensation, you expressly waive the right to (1) instruct such insurance company to initiate a separate recovery against GM. (2) initiate judicial remedy against GM beyond such amount.
- e. Offline activities will have potential risks that may cause injury and / or death and / or property loss. In view of this, you confirm that you are aware of these risks and authorize the on-site first aid personnel to carry out all necessary first aid work for you and your Companion. The aforementioned potential hazards include but are not limited to the followings:

A. Structural related hazards:

Collapse of the stand, cracking of the ground rubber, outdoor rain caused by electrocution, screen blow up, light frame structure off, uneven carpet, door off or collapse, logo off, wall (leakage, collapse, structure blow up), chandelier structure (fall, blow up), LED screen (collapse, blow up), outer projection cloth (collapse, fall off, flammable), fall from height caused by fall injuries.

B. Potential hazards related to event operation experience:

Tables and chairs collapse, table decorations fall, screens (collapse, broken), visual discomfort caused by the conversion of light and dark, visual discomfort caused by projection, physical discomfort caused by interaction, misuse of headphones, confined environment and dim lighting caused by physical not, 3D vertigo, stairs & ramps caused by falls, video sound caused by physical discomfort, bumps and bruises caused by exhibition vehicles, adverse reactions caused by drinks and diets, flooring options causes vertigo.

- 7. You understand and acknowledge that you shall strictly comply with the requirements specified in applicable laws and regulations, user manuals, instructions, activity guides and other descriptive documents when you use GM's products and services or participate in the events hosted by GM. You shall bear the corresponding legal liabilities for personal injury and property damage, of any nature whatsoever, caused by any violation of these requirements. You shall compensate and indemnify GM for resulting losses, if any.

8. **You understand and acknowledge that you shall not modify any platform, service, vehicle and other products provided by GM (collectively as "Service Carrier") and any software and hardware in the Service Carrier to any extent. You shall bear all the losses arising therefrom and compensate GM for resulting losses accordingly.**

XII INDEMNIFICATION (Please read this paragraph carefully)**

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, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees, notarization fee, litigation and arbitration fee) arising from:

- a. Your use of and access to the Platform, as well as your participation in Offline Scenarios.
- b. Your violation of any term or condition of this Service Agreement.
- c. Your violation of any third-party right, including without limitation any intellectual property right, proprietary right, personal or privacy right; or
- d. Any claim that one of your User Submissions caused damage to a third-party.

Stipulation under this Section will survive this Service Agreement after your discontinuation of the use of the Platform or leaving Offline Scenarios.

XIII ASSIGNMENT

This Service Agreement, and any rights and obligations granted hereunder, may not be transferred or assigned by you, but may be assigned by GM, according to actual condition, to third-party to the extent permitted by law.

XIV DISPUTE RESOLUTION

You agree that:

- a. the Platform and its services shall be deemed solely based or performed in Pudong New Area, Shanghai, China.
- b. This Service Agreement is signed and performed in Pudong New Area, Shanghai, China (“**Place of Signature**”).
- c. The interpretation, validity, implementation, modification, termination and dispute resolution of this Service Agreement shall be governed by the laws of China in force at the time this Service Agreement is concluded.

- d. Any dispute arising out of or in connection with this Service Agreement shall first be resolved by both parties through friendly negotiation. If the negotiation fails, then either party shall have the right to submit the dispute to the Shanghai International Arbitration Center for arbitration in accordance with the arbitration rules of the Center in force at the time of application. The place of arbitration shall be Shanghai. The language of the arbitration shall be Chinese. The arbitral decision shall be final and binding on both parties.

XV IN GENERAL

1. This Service Agreement comprises:
 - a. The text shown here.
 - b. The applicable *Privacy Policy*, *Checklist*, and *Guideline* at that time, and
 - c. Any announcements and documents of legal nature (if any) issued by GM on the Platform from time to time
 - d. Service terms (if any) separately agreed by the user for GM to provide specific services.
2. If any provision of this Service Agreement is deemed invalid by a judicial body of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Service Agreement, which shall remain in full force and effect.
3. No waiver of any term of this Service Agreement shall be deemed a further or continuing waiver of such term or any other term, and GM's failure to assert any right or term under this Service Agreement shall not constitute a waiver of such right or term.
4. **In view of the particularity of internet services, you hereby confirm that: GM reserves the right to amend this Service Agreement at any time and GM will inform you of such amendment in any means that GM deems appropriate, such as notice, announcement, pop-up, etc., through web site, Durant Guild APP, Durant Guild Applet, Durant Guild Car-Mounted Terminal, etc., and it is your responsibility to review any amendment in time. Your use of the Platform following any amendment of this Service Agreement will signify your assent to and acceptance of its revised terms.**

XVI CONTACT US

For questions or comments, to opt out from certain services, or to submit other requests, please contact our department or person concerned by any of the following means:

- Email us at gmpi.privacyprotection@gm.com
- Write to us at 56 Jinwan Road, Pudong, Shanghai 201206, P.R. China.

- Call Customer Service Center at 400 100 1818
- To search for and click on the applicable function modules in the Platform to fulfill part of the request for personal information as described in the *Privacy Policy*.

[THE END]