

DISCLOSURE STATEMENT AND AGREEMENT

FOR INSTALLATION AND USE OF VEHICLE ELECTRONIC TRACKING DEVICE/SYSTEM

PLEASE READ THIS DISCLOSURE STATEMENT AND AGREEMENT IN ITS ENTIRETY FOR INFORMATION REGARDING THE TRACKING SYSTEM, AND INTENTION TO TRACK THE VEHICLE.

This Disclosure Statement and Agreement ("Agreement") is entered into on the _____ day of _____, 20____ between _____ (hereinafter "Buyer", whether one or more) and _____ and its successors and assigns (hereinafter collectively, "Dealer/Assignee") pursuant to a Retail Installment Contract ("Contract") entered into between Buyer and Dealer for the purchase of a _____ (hereinafter, "Vehicle"). The Vehicle that Buyer has elected to buy is equipped with an Electronic Tracking Device/System (hereinafter "System"). The System is the property of Dealer/Assignee and has been installed by Dealer/Assignee at its own cost to protect Dealer/Assignee's interest in the Vehicle by keeping track of the location of the Vehicle. The System uses Global Positioning Satellite ("GPS") technology also known as Electronic Tracking Device, which tracks the location of the Vehicle. By signing this Agreement, Buyer agrees to the installation of the System in the Vehicle and its use. Once Buyer has fully paid the amounts due under the Contract and performed any other obligations under the Contract, Buyer shall allow Dealer/Assignee to remove the System at no charge to Buyer. Should Buyer fail to allow Dealer/Assignee to remove the System after full payment and performance or at such other time as Dealer/Assignee requests, then Buyer releases, indemnifies and holds Dealer/Assignee harmless of and from any and all loss, damage, injury and/or death arising from or related to the System.

PLEASE READ AND SIGN EACH STATEMENT BELOW TO ACKNOWLEDGE THAT BUYER HAS READ, UNDERSTOOD AND ACCEPTED EACH OF THE FOLLOWING TERMS.

1. Buyer understands and consents to the installation of the System on the Vehicle. Buyer further acknowledges that Buyer may be able to buy a Vehicle from another source that may not require installation of the System but are choosing to buy the Vehicle with the System installed.
2. Buyer understands and agrees that the System uses GPS technology that is capable of tracking and locating the Vehicle at all times and keeping a complete record of the Vehicle's speed, direction, movement, location and times of each item recorded. Buyer further understands and agrees that Dealer/Assignee may use the System in any way its capabilities allow which may include, but are not limited to:
 - a. Identifying the places and times where the Vehicle is located before assignee agrees to purchase the Contract as a means of verifying Buyer's residence and employment;
 - b. Tracking and locating the Vehicle at any time or at all times at Dealer/Assignee's discretion;
 - c. Keeping a record of the movement and/or location of the Vehicle on various dates and times or at all times at Dealer/Assignee's discretion;
 - d. Having the System automatically alert Dealer/Assignee of the Vehicle's location if the Vehicle leaves a pre-defined geographic area established by Dealer/Assignee;
 - e. Using the information provided by the System to protect Dealer/Assignee's interest in the Vehicle in any manner deemed appropriate by Dealer/Assignee;
 - f. Providing information regarding the past or present movement and/or location of the Vehicle at any time or at all times to third parties assisting Dealer/Assignee in protecting its interests or as otherwise permitted under applicable law.
3. Buyer understands and agrees that the purpose of the System is to protect Dealer/Assignee's interests in the Vehicle and no one has represented to Buyer that the System is a theft deterrent system or otherwise

provides a benefit to Buyer. Buyer has not agreed to the installation and use of the System in the Vehicle based upon any benefits to Buyer. However, Buyer agrees that if the Vehicle is stolen, Dealer/Assignee may use the System to provide information to law enforcement agencies, insurers and/or any other third party involved in the investigation, adjustment or settlement of any claim. Buyer agrees to advise Dealer/Assignee upon learning of any theft of the Vehicle and/or System.

4. **Buyer agrees that Dealer/Assignee is not responsible for any incidental or consequential damages relating to or arising from the use of the System in any manner described in this Agreement.**
5. Buyer understands and agrees that the System can be used to track the Vehicle at all times, whether on public or private property, and that by agreeing to the installation and use of the System, Buyer **waives any claim to confidentiality or a right to privacy** as it relates to the operation, Dealer/Assignee's use of the System and to whom Dealer/Assignee provides System information and data, except as otherwise provided under applicable law. Buyer acknowledges that any information collected by Dealer/Assignee from the System is subject to Dealer/Assignee's privacy policies, which have been or will be disclosed to Buyer upon Buyer's written request. Buyer further understands and agrees that the collection of information by the System may affect third parties in the Vehicle and that Buyer is solely responsible for providing notice to such persons that their movement and/or location may be tracked while in the Vehicle.
6. Buyer understands and agrees that the System does not belong to Buyer and that the System belongs to Dealer/Assignee.
7. Buyer acknowledges and agrees that Buyer has not been asked to pay or charged any amount for the System or its installation in the Vehicle and that the cash price that Buyer has agreed to pay for the Vehicle has not been increased in any way due to the installation of the System.
8. Buyer understands and agrees that Dealer/Assignee has the right to assign its rights, title and interest in the Contract at any time. Assignment of the Contract by the Dealer/Assignee will not affect the terms and conditions of this Agreement, except to the extent that the assignee becomes a party to the Agreement.
9. Buyer understands and agrees that the installation and maintenance of the System in the Vehicle is a material condition for the Dealer/Assignee to finance the purchase of the Vehicle and, as such, constitutes consideration for the terms contained in this Agreement and the Contract.
10. Buyer understands and agrees that if Buyer tampers with, alters, disconnects or removes the System from the Vehicle, Buyer shall be liable to Dealer/Assignee for the cost of repairing or replacing the System, in addition to Dealer/Assignee's other remedies, if any.
11. Buyer understands and agrees that only Dealer/Assignee, assignee or one of its authorized representatives is permitted to perform maintenance on the System or any of its components. Should maintenance or repair of the System be required during the term of the Contract or this Agreement, Buyer agrees to make the Vehicle available to Dealer/Assignee or one of their representatives during their normal business hours. Buyer understands and agrees that Dealer and/or assignee shall have full responsibility for the cost of all repairs to the System, except for the repairs noted in Section 10 above.

12. Buyer acknowledges and agrees that Buyer does not have any right to sell, trade-in or otherwise transfer the Vehicle to another party without first paying all outstanding amounts due under the Contract. Buyer further acknowledges and agrees that in the event of any such sale, trade-in or other transfer, Buyer is required to notify the other party of the existence of the System, Dealer/Assignee's name and address and that the System will not be disabled or removed unless and until all amounts due under the Contract are paid.
13. **ARBITRATION.** IN THIS ARBITRATION CLAUSE, "YOU" REFERS TO THE BUYER. EITHER DEALER/ASSIGNEE OR BUYER MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST DEALER/ASSIGNEE, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT BUYER WOULD HAVE MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Paragraph/Clause, and the arbitrability of the claim or dispute), between Buyer and Dealer/Assignee or its/their employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at the election of Buyer or Dealer/Assignee, be resolved by neutral, binding, arbitration and not by a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. **Buyer expressly waives any right Buyer may have to arbitrate a class action.** Buyer may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org) or JAMS, 1920 Main St., Ste. 300, Irvine, CA 92614 (www.jamsadr.com). Buyer may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which Buyer entered into the Contract, resided when the Contract was entered into or currently resides. Dealer/Assignee will pay Buyer's filing, administration, service or case management fee and Buyer's arbitrator or hearing fee all up to a maximum of \$1,500. Dealer/Assignee will also pay any additional amounts imposed by the arbitration organization that the arbitrator determines that Dealer/Assignee must pay in order to assure that this Arbitration Clause is enforceable. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. Any arbitration under this arbitration clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et. seq.*) and not by any state law concerning arbitration.

Buyer and Dealer/Assignee retain any rights to self-help remedies, such as repossession. Buyer and Dealer/Assignee retain the right to seek remedies in court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither Buyer nor Dealer/Assignee waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This arbitration clause shall survive any termination, payoff or transfer of this Agreement. If any part of this arbitration clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder

shall remain enforceable. This Agreement shall be governed by the Laws of the United States of America.

Buyer: _____ Co-Buyer: _____

14. Buyer understands and agrees that Dealer/Assignee may delay in exercising any of its rights or remedies set forth in this Agreement or the Contract and/or may forebear its exercise of such rights or remedies. Buyer understands and agrees that any such delay or forbearance shall not operate as a waiver of Dealer/Assignee's right to exercise such rights or remedies at a later time.
15. Buyer acknowledges that they have read and understood this Agreement and that they have had an opportunity to ask any questions they may have about this Agreement and the System and have had all of their questions fully and completely answered.
16. In the event that a dispute arises concerning this Agreement which dispute is not Arbitrated as provided in Paragraph 13 above, all parties hereto their successors and assigns including but not limited to, the Buyer and Dealer/Assignee waive all Attorneys' Fees and Court Costs.
17. Buyer and Dealer/Assignee agree and acknowledge the terms and conditions of this Agreement in no way contradict or supersede the total costs and terms of payment for the Motor Vehicle purchased and the Retail Installment Contract entered into between Buyer and Dealer concurrent with the signing of this Agreement by the parties hereto.

NOTICE: This Agreement is four (4) pages in length and requires 2 full signatures by each Buyer. Do not sign this Agreement without reading all four (4) pages. Buyer is entitled to and will receive an executed copy of this Agreement. By signing below, Buyer acknowledges receipt of a copy of this Agreement. Please save a copy of this Agreement.

Accepted:

Buyer

Date

Co-Buyer

Date

Co-Buyer

Date

Co-Buyer

Date

Co-Buyer

Date

Dealer

Date