

## LoanPlus GPS and Starter Interrupt System Disclosure and Agreement for Installation

**IMPORTANT: READ THIS ENTIRE DOCUMENT. THIS DISCLOSURE AND AGREEMENT DESCRIBES THE FUNCTIONALITY AND PURPOSE OF THE LOANPLUS GPS AND STARTER INTERRUPT DEVICE INSTALLED IN YOUR VEHICLE, AND THE CONSEQUENCES OF FAILING TO MAKE TIMELY PAYMENTS OR OTHERWISE COMPLYING WITH THE TERMS OF YOUR FINANCING CONTRACT. CONSULT THE CREDITOR BEFORE SIGNING THIS DOCUMENT IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OF THIS DISCLOSURE AND AGREEMENT.**

CUSTOMER'S NAME	CUSTOMER'S NAME	CREDITOR (DEALER) NAME
RESIDENCE ADDRESS	RESIDENCE ADDRESS	BUSINESS ADDRESS
CITY / STATE / ZIP	CITY / STATE / ZIP	CITY / STATE / ZIP

DESCRIPTION OF VEHICLE			
YEAR	MAKE	MODEL	VIN

Customer(s) (“you” and “your”) and Creditor (“we”, “us”, and “our”) enter into this Disclosure and Agreement (“Agreement”) made pursuant to, and in conjunction with, the motor vehicle retail installment contract (“Contract”) executed by you and us for the purchase and financing of the vehicle (“the Vehicle”) identified above. **This Agreement is incorporated into and becomes part of the Contract.**

The Vehicle has been equipped with a LoanPlus GPS device (“the Device”) with Global Positioning System (GPS) and starter interrupt capabilities. The Device’s GPS functionality allows us to track the location of the Vehicle. The Device’s starter interrupt functionality allows us to remotely disable the Vehicle’s starter in the event you default under your Contract.

We require the installation of the Device in the Vehicle as a condition to the extension of credit to you under the Contract. **You are free to obtain a vehicle or vehicle financing from another source that does not require installation of the Device.**

## ***Description of the Device and Effects of Default under the Contract***

The Device protects our interests in the Vehicle in the event you default under the Contract. If you fail to keep your promise to make timely payments in the amount agreed pursuant to the Contract, or otherwise fail to keep any other promises in the Contract, to the extent not prohibited by applicable law, we may use the Device to locate the Vehicle through satellite technology. We will use the GPS functionality to locate the Vehicle in the event we elect to repossess it due to your default. We will also use the functionality to periodically test for the location of the Vehicle to verify that it has not been permanently moved to another location without our knowledge, and to confirm that the Device continues to operate as intended, has not been tampered with, and has not be disengaged and/or removed from the Vehicle. This periodic check is designed to protect our security interest in the Vehicle.

In addition to the GPS functionality described above, the Device is programmed with starter interrupt capabilities. The Device permits us to remotely disable the Vehicle's starter by sending a satellite signal to the Device in the event you default under the Contract.

If we use the Device to disable the starter due to your default and you experience an emergency requiring you to have access to an operational vehicle, you may request that we provide you with temporary use of the Vehicle through a 24 hour emergency access. We will honor one emergency access request to override the disablement of the starter each time the starter is disabled. We may grant additional requests for emergency access at our discretion. If emergency access is granted, the Vehicle will remain operational for 24 hours, after which the starter will again be disabled if you have not cured your default. Our granting of emergency access shall not be deemed a waiver of our rights under the Contract.

To request emergency access, you must call LoanPlus GPS at 1-877-563-0040.

## ***Additional Terms Regarding Installation and Use of the Device***

In addition to the terms set forth above, by signing below, you acknowledge and/or agree to each of the following:

- 1) You understand and agree that the Device has been or will be installed in the Vehicle and is a condition to your being approved for financing of your purchase. By signing below, you consent to having the Device installed and to its operation as set forth in this Agreement.
- 2) You understand and agree that we own the Device. To the extent not prohibited by applicable law, you will be in default of this Agreement and your Contract if you (or anyone at your direction or with your knowledge) tamper with, alter, disconnect or remove the Device from the Vehicle. If the Device requires repair or maintenance, you must make the Vehicle available to us or our authorized representative upon our request. Only we or our authorized representatives are permitted to repair and perform maintenance on the Device or any of its components. You will not be charged for any repairs of the Device, except, to the extent not prohibited by law, repairs or replacements caused by tampering with, altering, disconnecting, or removing the Device without our permission.
- 3) You agree that if you fail to make scheduled payments when due as required by the Contract, or otherwise fail to keep promises in the Contract, the Device may be activated to disable the Vehicle's starter, to the extent not prohibited by applicable law. We will provide any notices and/or rights to cure any default required by applicable law before we disable the starter due to

default under the terms of the Contract. If the starter is disabled, the Vehicle will be inoperative. As explained more fully above, we may also use the Device to track the location of the Vehicle to assist in its repossession.

- 4) A warning from the Device will be provided to you no less than 48 hours before the starter interrupt capability of the Device is activated to disable the Vehicle's starter. The warning is intended to give you opportunity to make payment or otherwise cure a default before we take action to disable the starter.
- 5) If we prevent the Vehicle from restarting due to your default, subject to your limited right to override the disablement of the starter in the event of an emergency, you will not be able to operate the Vehicle unless and until you cure your default, including, if applicable, by paying us the amount necessary to bring your payments current under the terms of the Contract. Once you have cured your default, we will send a satellite signal to the Device to allow the Vehicle to restart. We will, however, recognize any grace or cure periods and provide any notices required by applicable law before disabling the starter due to your default.
- 6) If you fail to cure the default, we may take any action as permitted under applicable law, including exercising our RIGHT TO REPOSSESS THE VEHICLE.
- 7) You agree that you have no right to privacy in the location of the Vehicle, but to the extent that a court or arbitrator or other person, authority, party, or entity concludes you have such a right, you voluntarily waive any right you may have to privacy in the location of the Vehicle. You authorize us to use the GPS capabilities to locate the Vehicle if you default or for any other purposes not prohibited under applicable law, including those set forth in this Agreement. In the event of a theft of the Vehicle, LoanPlus GPS may be able to help locate the Vehicle to assist with recovery. If the Vehicle is stolen, you should contact your local police and instruct the police authorities to contact LoanPlus GPS at 1-877-563-0040. Only the police can contact LoanPlus GPS and access our information on the stolen vehicle.
- 8) You hereby agree to hold harmless and indemnify us, LoanPlus GPS, and the assignees, agents/resellers, employees, officers, directors, and/or shareholders of each from all claims, demands, causes of action, damages, costs, liabilities or losses, in law or equity, to property or person suffered or sustained by any person or entity arising out of or resulting from the installation or use of the Device in the Vehicle, including in connection with any disablement of the Vehicle's starter and/or requests for emergency access in the event the Vehicle has been disabled. You agree to indemnify and hold harmless us and our agents and assignees, for any and all monies and/or liabilities we or they have had to pay to any other person or entity asserting any claims arising out of or related to any injuries or damages that may result from actions described above, including any expenses incurred defending such claim.
- 9) You acknowledge that the Device utilizes an internet based electronic delinquency recovery system and that interruptions of electronic systems do occur for various causes, specifically including, but not limited to human error, omission in transmission or dispatching numeric messages, strikes, floods, riots, acts of God, storms, earthquakes, fire, power failure, Acts of War or Terrorism, and interruption of telephone or other electronic transmission. You agree that we, LoanPlus GPS, and any agents or assignees of either, will not be responsible for any losses, damages, or delays you may suffer or incur as a result of any interruption or failure of the Device.

- 10) You understand that you are responsible for all expenses (including towing) incurred as a result of Vehicle being disabled or repossessed due to default under your Contract, to the extent not prohibited by applicable law.
- 11) YOU UNDERSTAND THAT NEITHER WE NOR LOANPLUS GPS MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE OPERATION AND SERVICE OF THE DEVICE INSTALLED IN THE VEHICLE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE AND LOANPLUS GPS, AS WELL AS THE AGENTS AND ASSIGNEES OF EACH, SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OR RESULTING FROM THE USE OF THE DEVICE. YOU UNDERSTAND AND ACKNOWLEDGE THAT LOANPLUS GPS IS GOVERNED EXCLUSIVELY BY THIS AGREEMENT.
- 12) We have the right to assign our rights, title and interest in the Contract at any time. If the Contract is assigned, the holder of the Contract will have all of our rights under the Contract, including those incorporated into the Contract by this Agreement.
- 13) You understand and agree that any violation of any terms or conditions of this Agreement or the Contract constitutes a default under this Agreement and the Contract. Upon any default under this Agreement or the Contract or violation of the terms and conditions herein or therein, we are entitled to take any and all actions, including but not limited to, repossession and sale, as may be allowed under the terms of the Agreement or the Contract and applicable law.

**BY SIGNING BELOW, you agree to the Device's installation and to its use until you satisfy all of the obligations under the Contract. In addition, you acknowledge that you understand how the Device works and agree that the installation, maintenance, and our use of the Device in the Vehicle is a material condition for us to finance your purchase of the Vehicle, and as such constitutes consideration for the terms of the Contract. You acknowledge that you have read, understand, and agree to the terms of this Agreement, including your limited right to override the disablement of the starter in the event of an emergency. You acknowledge that you have had any questions regarding the Device answered to your satisfaction.**

CUSTOMER SIGNATURE	DATE
CUSTOMER SIGNATURE	DATE