



GuidePoint Systems - Terms and Conditions

This is an Agreement between the customer ("*Subscriber*") and Guidepoint Systems ("*Guidepoint*"), a division of GPSi, LLC, for the provision of Guidepoint Service ("*Service*"), including Stolen Vehicle Recovery Service ("*Guidepoint SVL*"), Guidepoint Early Theft Alert Service, formerly called GPS-1, ("*Guidepoint ETA*") or a Guidepoint Service Plan ("*GPS Service Plan*" or "*Service*") for a period of time as further defined below.

1. **Service.** Subscriber may purchase Service from GPSi or its agent in one of the following plans: Guidepoint SVL, which provides stolen vehicle recovery assistance to the Subscriber as long as the vehicle is owned by the Subscriber and all other terms and conditions are met; Guidepoint ETA, which provides early theft alert services and emergency assistance to the Subscriber as long as the vehicle is owned by the Subscriber and all other terms and conditions are met; or a GPS Service Plan, which has term of one year and is self-renewing, provided all other terms and conditions are met.
2. **Availability.** Service is available to the Subscriber for the Subscriber's Guidepoint System Service Plan (a) only within the 48 contiguous United States, Alaska, Hawaii and Canada, (b) if the Guidepoint hardware is installed by an authorized dealer or an authorized installer and (c) Service is also limited by the electrical system design and architecture of your vehicle. The Guidepoint System will not function if the battery of the vehicle is discharged or disconnected, and it may be inoperative if the vehicle is in an accident where the Guidepoint System or the vehicle electrical system components are damaged. (d) Global Positioning capabilities used to deliver Service will not be available if satellite signals are obstructed. (e) Some emergency Services are provided by existing governmental emergency services providers. Guidepoint will use reasonable efforts to contact the appropriate emergency services provider and request assistance but cannot promise that they will respond to the call in a timely manner or at all.
3. **Activation and Use of Service.** Orders for activating, reactivating, changing, transferring or terminating service will be accepted by Guidepoint only from Subscriber or Subscriber's authorized agent (referred to as "*authorized user*"). If required by a specific Guidepoint Service Plan, Subscriber agrees to initiate and maintain service with Guidepoint. Subscriber is responsible for ensuring that the Vehicle and Guidepoint hardware are properly maintained. Subscriber agrees that Services can be used only by Subscriber or Subscriber's authorized user and only in relation to the vehicle that is equipped with the Guidepoint system. Subscriber must provide the name of his authorized user or users at the time of activation or through other direct contact with the Company. Guidepoint, at its discretion, may limit the number of authorized users allowed for Subscriber account; however, additional authorized users may be purchased by Subscriber. Additionally, Subscriber agrees not to use the Service for any unlawful or abusive purpose or in such a way as to create or risk damage to Guidepoint business, reputation, employees, facilities, third parties or to the public generally and in such cases, Subscriber agrees that Guidepoint in its sole discretion may terminate service.
4. **Transferability of Service.** Guidepoint hardware and services may be transferred between Vehicles with authorization from GPSi and then, only if the following conditions are met: Subscriber agrees to have hardware removed from original vehicle and reinstalled in another vehicle only by an authorized Guidepoint dealer or installer;

Subscriber agrees to pay all costs due to authorized dealer or installer for transfer of hardware; Subscriber agrees to pay GPSi or its designated agent a transfer fee, which may be waived at GPSi's discretion. Upon the sale of Subscriber's Guidepoint-equipped vehicle, Subscriber may transfer any remaining term of Guidepoint service to a subsequent purchaser of Subscriber's Guidepoint-equipped vehicle, provided Subscriber delivers notice to Guidepoint and the subsequent purchaser completes and executes a Guidepoint Service Plan Agreement and agrees to abide by its terms. Service may not otherwise be sold or transferred by Subscriber. Subscriber may be charged a transfer fee and/or be required to upgrade to a higher Service Plan and will not be entitled to a refund if certain services are not available on the vehicle to which service is transferred.

5. Term/Rates/Termination/Declination of Service.

- a. Subscriber is responsible for all hardware charges, installation fees, and Service fees as set forth in this agreement or Subscriber's Vehicle purchase agreement and Service will commence on the Service Activation or Subscription Date.
- b. Subscriber agrees that the Standard Term for Guidepoint SVL and Guidepoint ETA services are for the term of his or her ownership of the vehicle and as long as all other terms and conditions are met.
- c. Subscriber agrees that the Standard Term for all GPS Service Plans is 12 months with automatic and perpetual renewal each year on the same payment terms, unless modified or terminated in the manner provided below. Guidepoint reserves the right to modify any and all terms including but not limited to rates, GPS Service Plan features and benefits, special promotions and other such programs. Unless otherwise provided, charges for a GPS Service Plan are payable in advance upon execution of this Agreement.
- d. If Service is declined by Subscriber for any reason, or if this Agreement has expired, is terminated or cancelled, or if Subscriber's account is past due, Guidepoint is not obligated to provide Service to Subscriber, the Vehicle, its purchaser or its occupants. Any voluntary provision of Service by Guidepoint in such cases will not be considered a waiver of this provision of such voluntary Service. In the event of a declination of Service, the Vehicle purchaser is not entitled to any refund.
- e. Subscriber or Guidepoint may terminate this agreement upon delivery of notice, oral or written, at any time and for any reason. If Subscriber or Guidepoint terminates Service prior to completion of the fixed term, Subscriber shall be financially responsible to Guidepoint for the amount described in paragraph 5f. Subscriber acknowledges that except as otherwise set forth is not entitled to a refund for the cost of the Guidepoint equipment, its installation or the unused portion of the Guidepoint Service. GPSi reserves the right to provide credits and/or refunds to customers who have purchased an annual GPS Service Plan; however, the provision of such credits or refunds does not constitute the waiving of any right to unused fees.
- f. Subscriber who has purchased a Guidepoint ETA or GPS Service Plan is required to provide Guidepoint with current and up-to-date contact information, including telephone, address and user information, throughout the course of the year. Subscriber will be sent a renewal notice during the year and is required to respond to update and/or confirm contact information. Failure to perform on this requirement by Subscriber may result in suspension of response center and related services.
- g. Subscriber who has purchased a Guidepoint ETA or GPS Service Plan is required to contact Guidepoint once per month for a system check to ensure his or her system is properly functioning. GPSi may waive the monthly system-check requirement for any customer at its sole discretion. Failure to perform on this requirement may result in suspension of response center and related services.

- h. If Subscriber elects to upgrade from Guidepoint SVL or Guidepoint ETA to a GPS Service Plan or selects Service with greater than the Standard Term, Subscriber acknowledges that it may be charged a special lower rate (subject to change as provided in below) in exchange for Subscriber's Agreement to subscribe for a fixed term of longer fixed term than provided as the Standard Term. If Subscriber terminates this Agreement prior to the end of the fixed term or longer fixed term, or Guidepoint terminates service to Subscriber prior to the end of the fixed term or longer fixed term or for nonpayment to other default in Subscriber's obligations, Subscriber agrees to pay Guidepoint (in addition to any other amounts then owing under this or any other Agreement between Subscriber and Guidepoint) a cancellation fee in line with GPSi's written credit and refund policy at the time. Such amount shall be paid or retained by Guidepoint in the case of a prepayment as Liquidated Damages due to the difficulty of determining the actual damages caused by the early termination of this Agreement.
 - i. Except as otherwise provided, Guidepoint reserves the right to modify the charges for or scope of services at any time during the term of this Agreement upon 30-day advance notice to Subscriber. Acceptances by Guidepoint of advance payments by Subscriber shall not be deemed a waiver of Guidepoint's right to modify its charges at any time and shall not relieve Subscriber of its obligation to pay such modified charges. In case of any modification of charges, Subscriber shall have the right to terminate this agreement without payment of any damages, as noted above, by written notice delivered to Guidepoint within 15 days after such Subscriber is informed of the proposed modification; provided, however, that upon receipt of Subscriber's election to terminate this Agreement, Guidepoint shall have 15 days to notify Subscriber of its intent not to modify Subscriber's charges, in which case this Agreement shall remain in full force and effect and binding on Subscriber for the full term at the charges applicable to Subscriber without effect of the proposed modification.
 - j. Should Subscriber default in the payment of any sum hereunder, breach any representations herein, fail to perform any of its obligations at the time and in the manner specified in this Agreement or under any other Agreement between Guidepoint and Subscriber, or fail to maintain the Guidepoint hardware without damage or interference with Guidepoint business or call center, or should Subscriber be subject of any proceeding under the Bankruptcy Code or become insolvent, Guidepoint shall have the right to discontinue Service at any time without notice and/or terminate this Agreement. In either case, Subscriber shall remain liable for the payment of all charges incurred under this Agreement through the date of termination, which shall be immediately due and payable. Further, Subscriber may be subject to reactivation charges if service is subsequently recommenced. These remedies are not exclusive but are in addition to all remedies provided by law in the event of Subscriber's default. Subscriber will reimburse Guidepoint for attorney's fees, costs of investigation or collector and similar expenses incurred by Guidepoint in the enforcement of any right or privilege hereunder.
6. **Renewals, Extensions, Suspensions, Downgrades and Upgrades.**
- a. This Agreement shall continue for the Standard Term of the Service selected, unless otherwise mutually agreed to by Subscriber and GPSi.
 - b. Unless otherwise agreed, Subscriber may upgrade or downgrade to a different Service, renew or extend the term of this Agreement by providing oral or written notice to Guidepoint. Subscriber may downgrade Service during the Standard terms (as defined in paragraphs 5b and 5c) but Subscriber is not entitled to a refund. In the case of frequent changes (more than one every three months), an administrative charge may be assessed. In all such cases, Subscriber consents to Guidepoint charging any additional fees to Subscriber's

credit card, Subscriber's credit card account on file, bank checking account on file or any other account provided to GPSi for payment of fees.

- c. Where Guidepoint SVL, Guidepoint ETA and GPS Service Plan services are provided, suspension of Service is not permitted during the Standard Terms, provided Subscriber complies with all requirements outlined herein. Otherwise, Service may be suspended once during a twelve (12) month period, for a time period not to exceed six (6) months. Subscriber may be charged an administrative fee for suspension of service. In such cases, Subscriber consents to Guidepoint charging Subscriber's credit card, Subscriber's credit card account on file, bank checking account on file or any other account provided to GPSi for payment of fees.

7. **Billing and Payment of Charges.** Subscriber is responsible for payment of all charges for services furnished by emergency or other service providers, including ambulance, medical, hospitalization, police, security or other services. Subscriber is also responsible for payment of all charges for services provided by roadside assistance suppliers, including towing and other assistance, that are over and above those offered in Subscriber's Service at time of request. Subscriber shall be responsible for payment of all charges related to merchandise purchased from Guidepoint or, in the event of cancellation of Service, for promotional merchandise received from GPSi or its agent. Subscriber is responsible for cellular telephone charges relating to emergency services provided by Guidepoint on behalf of Subscriber, together with usage charges, if any, for all calls to the Guidepoint Center processed with respect to Subscriber's Vehicle. Monthly billing or other usage charges for Guidepoint Services selected by Subscriber are calculated from the beginning of the month, with charges prorated (if necessary). If a Subscriber has authorized charges to be made against a credit card account, Guidepoint will charge amounts due to the credit card account prior to the due date. No additional notice to, consent, or authorization of Subscriber shall be required for such charge. If Subscriber has not authorized charges to be made to a credit card account, or if charges made to the credit card account are not paid, payment must be received on or before the due date. Subscriber agrees that (a) time is of the essence, (b) it would be impractical to fix the exact amount of Guidepoint's damages if Subscriber fails to pay promptly, and (c) in the event of such failure, Subscriber shall pay Guidepoint one and one half percent (1.5%) per month of any amount not paid when due, which fee shall be paid for every month the amount is unpaid and shall be prorated on a daily basis for each day that payment is overdue, provided such charge is permitted according to any applicable law and further provided such charges will not be compounded monthly. Acceptance by Guidepoint of checks or drafts shall not constitute a waiver of Guidepoint's right to payment by legal tender, and acceptance of late or partial payments or payments marked Paid in Full or similar notations shall not waive any rights of Guidepoint hereunder. Subscriber may, at the option of Guidepoint, be charged a returned check fee of \$15.00 for any check returned for insufficient funds. Inquiries about or objections charges must be in writing and must be received by Guidepoint from Subscriber no later than the due date; PROVIDED, however, all amounts due Guidepoint, including disputed amounts, must be paid to Guidepoint on or before the due date. Guidepoint will make good faith efforts to resolve disputes in accordance with Guidepoint procedure.
8. **Sales Taxes,** etc. In addition to the costs of services provided under this Agreement, Subscriber shall pay any applicable sales, use, public utility gross receipts of other taxes, interconnect costs, fees or charges imposed on Guidepoint as a result of the purchase of Guidepoint hardware or providing services to Subscriber. Such taxes will be added to Subscriber's bill when imposed to required by law and any such taxes, fees or charges paid by Guidepoint will be reimbursed by Subscriber.
9. **Warranties.** THE GUIDEPOINT HARDWARE IS COVERED BY THE WARRANTY. , GUIDEPOINT, ITS SUPPLIERS, AND WIRELESS DATA CARRIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING SERVICE EXCEPT AS SPELLED OUT BELOW. THIS

INCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.

- a. **WARRANTY FOR THEFT PROTECTION.** Guidepoint's Limited Theft Protection Warranty is intended to compensate the vehicle owner if we are unable to locate your Guidepoint-equipped vehicle, and it is not recovered by the authorities. If your Guidepoint-equipped vehicle is stolen within the warranty period, and Guidepoint cannot provide an accurate vehicle location for recovery purposes within 24 hours of your providing a police theft report to the Guidepoint Response Center, Guidepoint will pay you an amount equal to the purchase price paid for your Guidepoint product, up to \$1,000. For purposes of this warranty, the price paid does not include any fees for finance, lease, tax or other charges including installation or upgraded service fees. The one-time payment of an amount equal to the purchase price of your Guidepoint shall be the complete and final remedy available to the purchaser. The term of this guarantee is for one year from the date of purchase of the system. While Guidepoint has created this plan as a way of showing appreciation to its customers, Guidepoint reserves the right to change, alter, modify, or discontinue all or part of this theft protection plan without prior notice. This theft protection plan does not cover losses arising from the theft of items within the automobile or any damages arising from, related to, and/or incidental or consequence of a vehicle theft except as specifically delineated below. To make a claim, you must follow the procedure outlined elsewhere in this manual or available for download on the website (www.guidepointsystems.com).

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONPERFORMANCE HEREUNDER BY GUIDEPOINT, ITS SUPPLIERS, AND/OR THE WIRELESS DATA CARRIER SHALL BE EXCUSED IF CAUSED BY ACT OR OMISSION OF A THIRD PARTY SERVICE PROVIDER, EMERGENCY SERVICES PROVIDER, EQUIPMENT FAILURE, ACTS OF GOD, STRIKES, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND WIRELESS DATA CARRIER'S AND/OR GUIDEPOINT'S CONTROL. IN ADDITION THE LIABILITY OF A WIRELESS DATA CARRIER AND/OR GUIDEPOINT, ITS SUPPLIERS, FOR ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT OR OTHER FAILURE IN THE SERVICE FURNISHED SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PRORATED MONTHLY CHARGES TO SUBSCRIBER FOR SAID SERVICE DURING THE PERIOD SO AFFECTED, PROVIDED THAT NO LIABILITY SHALL RESULT FOR OUTAGES OF 24 HOURS OR LESS IN NO EVENT SHALL GUIDEPOINT, ITS DEALERS OR THE WIRELESS DATA CARRIER BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S EMPLOYEES, OR SUBSCRIBER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY COST, DELAY OR INCIDENTAL, GENERAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT. GUIDEPOINT SHALL NOT BE LIABLE TO SUBSCRIBER, ITS EMPLOYEES, DEALERS, CUSTOMERS OR ANY THIRD PARTY FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM SUBSCRIBER'S USE OF THE GUIDEPOINT HARDWARE OR THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE GUIDEPOINT SYSTEM BY OTHER THAN AN AUTHORIZED GUIDEPOINT DEALER OR INSTALLER. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE WIRELESS DATA CARRIER, GUIDEPOINT ITS SUPPLIERS AND DEALERS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AFFILIATES FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ACTS, ACTIONS OR CLAIMS, ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. WHETHER BROUGHT BY SUBSCRIBER'S EMPLOYEES OR THIRD PARTIES, EVEN IF OCCASIONED BY THE SOLE NEGLIGENCE OF GUIDEPOINT, DEALER OR THE WIRELESS DATA CARRIER. IN THE EVENT SUBSCRIBER HAS AUTHORIZED GUIDEPOINT TO CHARGE AMOUNTS DUE AGAINST ITS CREDIT CARD ACCOUNT, THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT CONTAINED IN THIS PARAGRAPH SHALL EXTEND TO CLAIMS EXPENSES, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT CARD ACCOUNT OR FROM ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH CREDIT CARD ACCOUNT. SUBSCRIBER FURTHER AGREES TO PAY GUIDEPOINT'S, DEALER'S AND/OR THE WIRELESS DATA CARRIER'S REASONABLE ATTORNEYS' FEES AND COSTS (1) ARISING FROM ANY ACTIONS OR CLAIMS FOR WHICH THIS PARAGRAPH PROVIDES THE

GUIDEPOINT INDEMNIFICATION, OR (2) INCURRED IN CONTESTING THE APPLICABILITY OF THIS PARAGRAPH.

11. **Vehicle Tracking and Privacy on your Guidepoint System.** Subscriber understands and agrees that in conjunction with employee training, quality control and the provision of service Guidepoint may monitor and/or electronically record conversations. Subscriber consents to Guidepoint using Subscriber information to administer subscription services, offer new products or services, respond to regulatory and legal requirements including credit reporting and fraud prevention, and electronically tracking Subscriber's Guidepoint-equipped vehicle in conjunction with providing services or to locate Subscriber's vehicle if Subscriber is in default of this Agreement or any finance or lease Agreement. Subscriber consents to Guidepoint providing Subscriber information and location to law enforcement and/or emergency services personnel or in response to a subpoena or other such legal process.
12. **User Name and Password.** Subscriber acknowledges that he/she accepts full responsibility for the use and protection of the Subscribers Guidepoint User Name and Password. Subscriber may change his/her User Name and Password at any time by contacting the Guidepoint response center. However, Subscriber accepts full responsibility for all Guidepoint services provided in conjunction with the use of the Guidepoint User Name and Password by Subscriber or third parties with whom subscriber has made User Name and Password available. These charges may include the full retail value of products or services delivered in the name of the customer, including, but not limited to, such items as roadside assistance, towing, merchandise, reservations or other items.
13. **No Agency Created.** This Agreement does not in any way create the relationship of principal and agent, joint venture, partner, or employer and employee between Guidepoint and Subscriber and under no circumstances shall Subscriber hold itself out to be or in any way be considered an agent of Guidepoint.
14. **Assignment.** Guidepoint may assign in whole or in part, its right or duties under this Agreement, without notice to Subscriber, and upon such assignment Guidepoint shall be released from all liability hereunder. Subscriber may assign this Agreement only upon the prior written consent of Guidepoint Subject to this restriction, this Agreement shall apply to, inure to the benefit of, and be binding upon the heirs, successors, subcontractors, and assignees of the respective parties.
15. **Notices.** Notices to Subscriber shall be deemed given if deposited in the U.S. mail addressed to the Subscriber's last known address. Notice to Guidepoint shall be deemed given when received by Guidepoint.
16. **Separability.** Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.
17. **Third Party Beneficiary.** Wireless Data Carriers, and Guidepoint's suppliers and Dealers are intended to be third party beneficiaries under this Agreement.
18. **Governing Law.** This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the state of Michigan without regard to its conflicts of laws, promises and applicable federal law, the regulations of the FCC, the laws and regulations of the state where Service is provided, and by any tariff required to be filed by Guidepoint pursuant to such state's law. This Agreement is subject to amendment, modification or termination if required by such regulations or laws.