

## PAYMENT ASSURANCE SYSTEM

### DISCLOSURE STATEMENT AND AGREEMENT FOR INSTALLATION

Date: \_\_\_\_\_

Device Serial # \_\_\_\_\_

Buyer: \_\_\_\_\_

Co-Buyer: \_\_\_\_\_

#### Vehicle Description:

\_\_\_\_\_  
VIN: Vehicle Identification Number

\_\_\_\_\_  
Year

\_\_\_\_\_  
Make

\_\_\_\_\_  
Model

Pursuant to the loan agreement (the “**Contract**”) that I signed in connection with my purchase of the above- described vehicle (the “**Vehicle**”), dated the same date as this disclosure statement and agreement for installation (this “**Agreement**”), I understand that the Vehicle that I am purchasing is equipped with the above-described device (the “**Device**”). The Device is designed to ensure that I make my payments on time as required by the Contract.

- A. **The Device includes a GPS (global positioning system tracking unit) that can determine at any time where the Vehicle is located.** This GPS will not be used to determine my driving habits or practices (e.g. speeding) but may be activated to ensure that the GPS is still functioning, to locate the Vehicle in order to service the loan or keep the loan current, and to locate the Vehicle for possible repossession or if it is stolen or suspected to have been stolen.
- B. **The Device includes a starter interrupt function that will prevent the Vehicle from starting the first time I default on my payment obligations under the Contract and fail to cure the default.** The device will not deactivate the Vehicle while driving.

#### Borrower Acknowledgements:

1. I understand that installing and maintaining the Device in the Vehicle is a material condition for the Lender (as defined in the Contract) to finance the purchase of the Vehicle. I further understand that I may be able to purchase a vehicle from another dealership that may not require installation of the Device, but I am choosing to purchase this Vehicle and I consent to having the Device installed. I acknowledge I am signing this Agreement at the same time I am signing my Contract to buy and finance the Vehicle and that this Agreement is incorporated into and part of that Contract as a single document.
2. I acknowledge that the Lender is acting in a commercially reasonable manner by activating the Device once an event of default as described in the Contract has occurred.
3. I have been provided with the operating instructions (if any are available with the Device), which explain how the Device operates, my obligations with respect to the use of the Device and the procedures for obtaining emergency codes, as well as a 24-hour 1-800 number. I understand that, **in the event of an emergency**, I am entitled access to one 24-hour emergency code that would allow the Vehicle, if disabled by Dealer (as defined in the Contract) or Lender, to operate for 24 hours before being disabled again. I have been provided with a 24-hour hotline number to have someone assist me with a 24-hour emergency code or otherwise to assist me in case of an emergency.
4. I understand that the Device is the property of the Lender. I further understand that if I tamper with, alter, disconnect or remove the Device, I will be considered in default under this Agreement and thus my Contract. Further, I may be liable for the cost to replace or repair the Device.
5. I understand that if I do not make any scheduled payment when due, or I commit any other default under the Contract, I agree that the Lender will activate the Device and the Vehicle will not start and the GPS device will be used by Lender to track the location of the Vehicle for the purpose of assisting in the Vehicle’s subsequent repossession.
6. I agree that I have no right to privacy regarding the use of the GPS device to track the location of the Vehicle, but in the event that a court, arbitrator, dispute resolution organization or government authority should determine that such a right exists, I hereby waive such right to the fullest extent possible.
7. I understand that the Device manufacturer and or the Lender may collect information, without limitation, about me and my Vehicle in several different ways: (a) from calls or emails; (b) from the Device’s wireless services provider; (c) from the Device itself which includes hardware and software that sends and receives information via wireless

communication networks. The information obtained may include Vehicle location, Vehicle identification number and other data related to the operation of the Vehicle. The information, subject to applicable laws, can be used and collected and provided to wireless carriers, network and web services, and others who will assist in the services provided by the Device, and third parties. I understand that some or all of the information collected may be stored or processed in locations outside of Canada, including the United States. As a result, this information may be subject to access requests from U.S. or Canadian governments, courts, law enforcement officials and national security authorities in the United States. Lender will comply with the law and all legal requirements, including valid court orders and requests (including under exigent circumstances) from police and other authorities.

8. I understand that I may choose to purchase the Device after I have made all payments due under the Contract at a price to be determined and agreed upon by the Lender and me. If I choose to purchase the Device after paying all sums due under the Contract, I will contact the Lender. If I do not choose to purchase the Device at that time, the Device will be removed from the Vehicle by the Lender or its agent, or otherwise made inoperable (at the Lender's sole option) so that it will have no effect on the operation of the Vehicle, at no charge to me.
9. Any violation of any terms or conditions of this Agreement shall also be deemed a material default under the Contract. Upon any default, the Lender will be entitled to take any and all actions, including but not limited to repossession and sale, as may be allowed under the terms of the Contract.
10. In consideration of the use of the Vehicle and the Device, I hereby release, waive and forever discharge Lender and their respective officers, directors, employees, affiliates, agents and contractors from all liability to me for any and all loss or damage whether direct, indirect or consequential, arising from any combination of the installation, use, activation, tampering with, alteration, disconnection and removal of the Device, including any injury or damage to my person or property, however caused.
11. If any provision of this Agreement is or becomes illegal or unenforceable, it shall during such period that it is illegal or unenforceable, be considered separate and severable from the remaining provisions of the Contract and this Agreement which shall remain in force and be binding as though the said provision had never been included.
12. I understand that to the fullest extent permitted by law this Agreement and any dispute arising out of or relating to it would be governed by the laws of the Province of Alberta without regard to its conflict of laws principles.
13. I agree that I will make any of my passengers or drivers of the Vehicle aware of the terms and conditions of this Agreement.

I understand that this Agreement and the terms and conditions of any other agreement incorporated comprise the entire Agreement in relation to the Device. It supersedes all the agreements and representations above written except as amended in writing.

By signing below, I am acknowledging that I have been given the opportunity to read this document and the operating instructions and have had any questions regarding the Device answered to my satisfaction.

I am further acknowledging that I fully understand and agree to be bound by all of the terms and conditions set forth herein. This Agreement is hereby incorporated by reference into the Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Buyer

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Authorized Dealership Representative

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Co-Buyer