

**AGREEMENT FOR INSTALLATION OF PAYMENT ASSURANCE SYSTEM
AND DISCLOSURE STATEMENT TO CUSTOMER**

**PLEASE READ THIS ENTIRE AGREEMENT AND DISCLOSURE, IT DESCRIBES THE REQUIRED PAYMENTS AND
THE CONSEQUENCES OF FAILING TO MAKE A PAYMENT.**

This Agreement and Disclosure is entered into on this _____ day of _____, 20___, between (“Customer” or “I
_____”) and _____ (“Dealer/Creditor”) pursuant to their
execution of a vehicle finance or lease contract (“Contract”) covering Customer’s purchase or lease of a (“the Vehicle”).
_____.

This Agreement and Disclosure, when signed below by the Customer and Dealer/Creditor, is incorporated into and becomes part of the Contract.

I understand and agree that the Vehicle named above comes with an installed Payment Assurance System (“System”) which may consist of a Payment Reminder, Starter Disabler, and GPS Vehicle Locator. The System may remind me of payments due and/or past due via E Mail, SMS Text, IVR, and/or in-vehicle beeper, as well as permit Dealer/Creditor to locate the Vehicle and can prevent the Vehicle from starting if a scheduled payment is not received or I otherwise default under the Contract, subject to any grace or cure periods and notices required by applicable law or set forth in the Contract. The Dealer/Creditor requires the installation of the System.

I understand that I have the right to decide whether the System can send these reminders to my cell phone via SMS Text or IVR. By providing my cell phone number and signature immediately below, I understand that I am agreeing to be contacted by Dealer/Creditor at that number using an automatic telephone dialing system or artificial or prerecorded voice.

Customer #1 cell phone number: _____ Customer #1 Signature: _____

Customer #2 cell phone number: _____ Customer #2 Signature: _____

In the event of emergency requiring use of the Vehicle if the starter has been disabled, Customer will be provided with the ability to start the Vehicle for 24 hours after the Vehicle’s initial disablement (“24 hour emergency start period”) by contacting customer service at any time at 855 677 6062, through an internet website at www.crossbowgps.com, www.crossbowgps2.com, or by SMS text messaging to 949 279 6062. Unless required by applicable law, Dealer/Creditor reserves the right to, at its sole discretion, grant or deny emergency access upon request after the 24 hour emergency start period has passed.

By signing this document Customer agrees to the installation of the System and to its use until all of the Customer’s obligations under the Contract are satisfied.

When the Contract is satisfied, the System will be removed at no cost to the Customer. The Contract describes the manner and method in which the Customer is to make payment. You may make your payment as indicated below:

By mailing the payment to: By hand delivering the payment to: By credit card if you call:

_____ ***If Customer’s scheduled payments are not received or Customer otherwise defaults under the Contract, subject to any grace or cure periods and notices required by applicable law, or as specified by the Contract, the Vehicle’s starter may be disabled and the Vehicle will not start.*** A warning will be provided to Customer no less than 48 hours before the Vehicle’s starter is disabled. The warning is intended to give Customer the opportunity to make payment or otherwise cure a default before Dealer/Creditor takes action to disable the starter. Customer may choose the manner and method in which the warning will be given by checking the appropriate box below and initialing Customer’s election:

Initials: _____ []	Warning from the System
Initials: _____ []	Telephone call to _____ (include telephone number)**
Initials: _____ []	Electronic mail message to _____ (include email address)
Initials: _____ []	Text message to cellular phone at _____ (include cellular telephone number)

** You understand that the law requires us to provide you this warning. If you choose a telephone call as the means by which we provide you the warning, you agree and acknowledge that if you don't answer when we contact you, we may leave you a message on your voicemail at the number provided.

If the Contract is assigned, the holder of the Contract will have all the rights of the Dealer/Creditor under the Contract.

PLEASE READ AND INITIAL EACH PROVISION BELOW. BY SIGNING THIS AGREEMENT, CUSTOMER INDICATES THAT CUSTOMER UNDERSTANDS AND BEFORE TAKING DELIVERY OF THE VEHICLE HAS CONSENTED TO THESE PROVISIONS WITH RESPECT TO THE INSTALLATION AND OPERATION OF THE SYSTEM:

- I have consented to installation of the System on the Vehicle. I further understand that I am free to obtain a vehicle from another source that may not require installation of the System. " _____ (initial)"
- I understand and agree that the System does not belong to me, but rather is the property of the Dealer/Creditor and that Dealer/Creditor requires the installation of the System on the Vehicle as part of the agreement to finance the purchase or lease of the vehicle. " _____ (initial)"
- I understand that Dealer/Creditor has the right to assign its rights, title and interest in the Contract at any time. Assignment of the Contract by the Dealer/Creditor will not in any way affect the terms and conditions of this Agreement and Disclosure Statement or any other terms of the Contract. " _____ (initial)"
- As indicated below, I agree that the System is security for all that I owe and all my promises under the Contract. " _____ (initial)"
- I understand and agree that tampering with, altering, disconnecting or removing the System is considered an event of default under the Contract unless such actions may not constitute an event of default under the law and if I tamper with, alter, disconnect, or remove the System from the Vehicle, I will be in default and the Dealer/Creditor has all rights and remedies available under law as are available for other types of default, including, unless prohibited by law, any RIGHT TO REPOSSESS THE VEHICLE. Further, I agree that if I tamper with, alter, disconnect, or remove the System, I will be liable for the costs to replace or repair the System, to the extent not prohibited by law. " _____ (initial)"
- I understand and agree that, unless prohibited by law, if a scheduled payment is not received by the Dealer/Creditor or I otherwise default under the Contract, and the grace or cure period under applicable law, if any, has expired and I have received any notice required by the Contract or applicable law, **THE VEHICLE'S STARTER MAY BE DISABLED AND THE VEHICLE WILL NOT RESTART until the payment is received by the Dealer/Creditor.** " _____ (initial)"
- I understand that only the Dealer/Creditor or its authorized representatives are permitted to repair and perform maintenance on the System or any of its components. Should maintenance or repair work be required, I agree to make the Vehicle available to the Dealer/Creditor or its authorized representative. I understand that the Dealer/Creditor has full responsibility for the cost of all repairs or replacements of the System, except repairs or replacements caused by my tampering with, altering, disconnecting, or removing the System. " _____ (initial)"
- I acknowledge I have been provided with the customer service number (855 677 6062) in the event of emergency requiring use of the Vehicle for 24 hours after the starter has been disabled. I understand and acknowledge that unless required by applicable law, Dealer/Creditor reserves the right to, at its sole discretion, grant or deny emergency access upon request after the 24 hour emergency start period has passed. " _____ (initial)"
- I understand and agree that the installation and maintenance of the System in the Vehicle is a material condition for the Dealer/Creditor to finance the purchase of the Vehicle or lease the Vehicle, and as such constitutes consideration for the terms of the Contract. To the extent not prohibited by law, I hereby agree to hold harmless, defend and indemnify the Dealer/Creditor, and provider of the System, their assignees, agents, employees, and servants, and each of them, 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 other person or entity arising out of or resulting from the installation and use of the System in the Vehicle, including any disablement of the Vehicle's starter. I further agree that, in addition to the Dealer/Creditor's security interest in the Vehicle and any other property

specified in the Contract, the System secures all that I owe and all of my promises under the Contract. " _____ (initial)"

- I acknowledge that the System utilizes an internet based program and that interruptions of electronic systems may 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. I agree that Dealer/Credit, 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 System. " _____ (initial)"
- I understand and agree that non-public personal information may be disclosed to Streethawk and its authorized non-affiliated distributors and representatives. This information may be disclosed for statistical analysis and as necessary to effect, administer or enforce this Contract or as permitted by law. " _____ (initial)"
- I understand that the System will permit the Dealer/Creditor to locate the Vehicle in the event that Dealer/Creditor needs to do so in order to exercise its rights under this Contract, I waive any right of privacy that I may have in connection with the Dealer/Creditor's location of the Vehicle. " _____ (initial)" I understand that Dealer/Creditor and its agents and assigns may use the GPS functionality to locate the Vehicle for repossession. I understand Dealer/Creditor and its agents and assigns also may use the GPS functionality to periodically test for the location of the Vehicle to verify that it has not been permanently moved to another location without Dealer/Creditor's (or its agents' and assigns') knowledge, and to confirm that the System 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 the security interest in the Vehicle. " _____ (initial)"
- I understand that the starter interrupt part of the System is programmed to alert for a GRACE period ____ days before/after the payment is due. Subject to any applicable right I may have to cure a payment default, the Vehicle will be disabled ____ days after a missed payment due date. " _____ (initial)"

BY SIGNING BELOW, I acknowledge that I have been warned not to sign this document before I read it. I understand that I am entitled to receive a copy of this document. By signing below I acknowledge reading and receiving a copy of this document. I further acknowledge that I fully understand and agree to be bound by all of the terms and conditions set forth herein.

Dealer/Creditor Name: _____ Date: _____ By: _____

Customer #1 Signature _____ Date _____

Customer #2 Signature _____ Date _____

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