

## Acceptance of Terms, Conditions and Coverage

Drive-On Administration Services, Inc. offers a Limited Product Warranty ("Limited Warranty") with purchase and professional installation of the Drive-On Administration Services, Inc. GPS Tracking Device Product ("Product") onto Your Collateral. The Limited Warranty is subject to all terms and conditions set forth in this document. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. This Limited Warranty is based on information You provided on this Registration Page. This Limited Warranty gives You specific legal rights which vary from State to State. By signing below, You acknowledge that You have read this Limited Warranty completely, understand the terms and conditions and Your obligations under the Limited Warranty, and have received a complete copy of the Limited Warranty. You acknowledge Your understanding of and agreement to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section in this Limited Warranty. Refer to the DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section for opt-out instructions.

**YOUR PURCHASE OF THE PRODUCT IS NOT REQUIRED IN ORDER TO PURCHASE OR LEASE A VEHICLE OR OBTAIN VEHICLE FINANCING.**

Customer Signature

Issuing Dealer Signature

Date

**IF YOU HAVE ANY QUESTIONS REGARDING THIS LIMITED WARRANTY OR FILING A CLAIM  
CONTACT WARRANTOR AT: (800) 343-6643**

### I. DEFINITIONS

The following words, whether capitalized or in bold have the following meaning throughout this Limited Warranty.

- **Administrator/Warrantor, We, Us, Our:** Drive-On Administration Services, Inc., PO Box 2527, Houston, TX 77252 (800) 343-6643.
- **Collateral:** the collateral listed in the COLLATERAL AND PRODUCT SALE INFORMATION section on the Registration Page.
- **GPS Tracking Device Product ("Product"):** The GPS Tracking Device installed on Your Collateral by the Issuing Dealer at the time of Collateral purchase.
- **Issuing Dealer:** The Issuing Dealer listed on the Registration Page, that installed the Product on the Collateral.
- **Limited Warranty:** This GPS Tracking Device Limited Warranty for the Collateral listed in the COLLATERAL AND PRODUCT SALE INFORMATION section on the Registration Page.
- **Primary Insurance Carrier:** The insurance carrier that You have selected to provide liability insurance coverage on Your Collateral, if applicable.
- **Primary Insurance Settlement:** The amount received from the Primary Insurance Carrier of Your insurance claim because of a Total Loss, if applicable.
- **Registration Page:** Page 1 of this Limited Warranty where information regarding You, Your Collateral and coverage options is shown.
- **Replacement Collateral:** Collateral of the same make, model, and equipment as the Collateral, that You purchase or lease to replace the Collateral that was stolen and declared a Total Loss during the term of this Limited Warranty. The Replacement Collateral must be the same number of model years old as the Collateral on the date that the Collateral was originally purchased. Finally, the Replacement Collateral transaction must be consistent with the Collateral transaction (i.e., if Collateral was purchased, the Replacement Collateral must be purchased; if the Collateral was leased, the Replacement Collateral must be leased).
- **Term:** The period this Limited Warranty is in force as shown in the LIMITED WARRANTY INFORMATION section of the Registration Page.
- **Total Loss:** The Collateral is stolen and not recovered within thirty (30) days.
- **You, Your, Customer, Limited Warranty Holder:** The person specified in the CUSTOMER INFORMATION section of the Registration Page.

### II. LIMITED WARRANTY TERMS - CONDITIONS

The registration of this **Limited Warranty** is required except where such requirement is prohibited by state law. A copy of the **Registration Page** must be mailed to the **Administrator** at PO Box 2527, Houston, TX 77252 by the **Issuing Dealer** within thirty (30) days of the Product Purchase Date to initiate coverage. Should **Issuing Dealer** fail to mail a copy to Us within thirty (30) days of the Product Purchase Date, coverage may be denied. **You** may contact the **Administrator** at (800) 343-6643 to confirm coverage at any time after the Product Purchase Date. **Warrantor** does not authorize any person to create for **Warrantor** any other obligation or liability in connection with the **Product** installation or application.

**ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DRIVE-ON ADMINISTRATIVE SERVICES INC. PRODUCTS IS LIMITED IN DURATION TO THIS WRITTEN LIMITED WARRANTY. PERFORMANCE OF REPLACEMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN LIMITED WARRANTY OR ANY IMPLIED WARRANTY, WE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN LIMITED WARRANTY OR ANY IMPLIED WARRANTY. Some states do not allow limitations of how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You. This Limited Warranty is granted for the sole benefit of the original owner or applicable transferee of this Limited Warranty.**

**YOUR COLLATERAL MUST BE REPORTED STOLEN TO LOCAL LAW ENFORCEMENT IMMEDIATELY AFTER YOU REALIZE YOUR COLLATERAL IS MISSING. FAILURE TO NOTIFY LAW ENFORCEMENT WILL RESULT IN YOUR CLAIM BEING DENIED IN FULL. YOU MUST, WITHIN SEVEN (7) DAYS FROM THE DATE YOU FIRST NOTIFY LAW ENFORCEMENT, NOTIFY THE ADMINISTRATOR TO OPEN A CLAIM. ONCE A CLAIM IS OPEN THE ADMINISTRATOR WILL, WITH A COPY OF THE POLICE REPORT, AUTHORIZE YOU TO RENT COLLATERAL IN ACCORDANCE WITH THE RENTAL COVERAGE LISTED IN THE COVERAGE SECTION OF THIS LIMITED WARRANTY. IF YOUR COLLATERAL IS RECOVERED AND NO DAMAGE HAS OCCURRED THE ADMINISTRATOR WILL ONLY REIMBURSE YOU FOR RENTAL COVERAGE. IF YOUR COLLATERAL IS NOT RECOVERED IN THIRTY (30) DAYS FROM THE DATE YOU FIRST NOTIFY LAW ENFORCEMENT (DATE OF THE POLICE REPORT) YOU WILL BE ELIGIBLE FOR OPTION ONE (1) OR OPTION TWO (2) LISTED IN THE COVERAGE SECTION OF THIS LIMITED WARRANTY. IF YOU REQUIRE THE USE OF A RENTAL VEHICLE AND YOUR PRIMARY INSURANCE CARRIER INCLUDES THIS COVERAGE THE ADMINISTRATOR WILL NOT REIMBURSE YOU FOR THIS PORTION OF YOUR CLAIM.**

**LIMIT OF COVERAGE LIABILITY:** The limit of coverage liability of this **Limited Warranty** shall not exceed the maximum benefit indicated in the LIMITED WARRANTY INFORMATION section of the **Registration Page**.

### III. COVERAGES

We hereby provide that in the event the **Product** identified on the **Registration Page** of this **Limited Warranty**, and subsequently is installed in **Your Collateral**, fails to recover **Your Collateral** within thirty (30) days from the date You first notify law enforcement that **Your Collateral** was stolen, the following benefits will apply:

- ♦ We will pay the **Issuing Dealer** the selected benefit amount on the **Registration Page** to use towards Your down payment of a **Replacement Collateral** purchased from the **Issuing Dealer**. We will pay the selected benefit provided You purchase a **Replacement Collateral from the Issuing Dealer within ninety (90) days of Your Primary Insurance Settlement or date of Total Loss, if insurance is not required on the Collateral**. You may contact the **Administrator** at (800) 343-6643 for assistance if it is not feasible to return to the **Issuing Dealer**.
- ♦ In the event that the **Collateral** is recovered within thirty (30) days and has damage that requires **Your Primary Insurance Carrier** to authorize repairs, **We** will reimburse You up to one thousand dollars (\$1,000.00) towards **Your Primary Insurance Carrier** deductible, if applicable.
- ♦ Additionally, **We** will reimburse You for rental car expenses that You incur as the direct result of **Your Collateral** being stolen. Rental expense reimbursement is limited to a maximum of twenty-five dollars (\$25.00) per day for up to twenty (20) days. Rental expense reimbursement coverage is more than any other available coverage for rental reimbursement or transportation expenses.

This **Limited Warranty** is not insurance and does not provide any liability coverage, nor does it fulfill the requirements of any financial responsibility law.

### IV. CLAIM PROCEDURES

**To be valid:** A claim must be filed during the **Limited Warranty** Term. You must contact the **Administrator** within seven (7) days from the date You notify law enforcement. **FAILURE TO PURSUE A CLAIM WITHIN SEVEN (7) DAYS FROM THE DATE YOU FIRST NOTIFY LAW ENFORCEMENT MAY VOID THIS LIMITED WARRANTY. ANY ACTIONS UNDERTAKEN WITHOUT THE EXPRESSED WRITTEN AUTHORIZATION FROM THE ADMINISTRATOR WILL NOT BE ELIGIBLE FOR REIMBURSEMENT OR COVERAGE.**

You must submit the following documents to Administrator within seven (7) days from the date You notify law enforcement:

- (1) Complete copy of this Limited Warranty;
- (2) Complete copy of the police report, including any supplements and/or recovery reports. The police report must list the Collateral by VIN, and clearly indicate the theft of the Collateral;
- (3) Complete copy of the original buyer's order showing the purchase of the Collateral and the Product;
- (4) Complete copy of the Collateral's comprehensive insurance policy, if applicable; and
- (5) Any other documents that the Administrator reasonably requests and/or deems necessary for appropriate adjudication.

Coverage under this Limited Warranty is subject to Limited Warranty Plan Coverage selected on the LIMITED WARRANTY INFORMATION section of the **Registration Page**. Reimbursement will only be issued and may only be utilized towards the purchase of a **Replacement Collateral** with the **Issuing Dealer**, or other licensed dealer approved by the Administrator. The **Administrator** will issue payment within sixty (60) days of authorization directly to the **Issuing Dealer** or authorized dealer.

### V. EXCLUSIONS-WHAT IS NOT COVERED

**This Limited Warranty does not provide for:**

- (1) If the registration of this Limited Warranty is not submitted to Administrator within thirty (30) days from the Product Purchase Date of the Product;
- (2) For theft committed by You or any person related to You by blood, marriage, or adoption, including wards or foster children;
- (3) If You fail to report the theft of the Collateral to the police within twenty four (24) hours of Your discovery of the theft;
- (4) If You, anyone acting on Your behalf, or with Your permission, commit any fraudulent act, or falsely swear with regard to any fact or circumstance of a loss or claim;
- (5) For any loss resulting directly or indirectly from dishonest, fraudulent, illegal, or criminal act by You or anyone acting on Your behalf, whether acting alone or in collusion with others; or due to conversion, secretion or embezzlement by any person in lawful possession of the Collateral;
- (6) If theft occurs outside of the United States, its territories or possessions;
- (7) If You, the Customer, failed to take reasonable precautions against theft of the Collateral;
- (8) If the Product has been removed from the Collateral or has been modified or tampered with in such a way as to make the Product non-functional;
- (9) If the theft or report thereof occurs before the inception, or after the expiration, of the Term of this Limited Warranty;
- (10) For any loss due, directly or indirectly, to anything other than the theft of the Collateral;
- (11) For any and all amounts not directly related to the cost to replace the Collateral;
- (12) If the Collateral is legally transferred to another party;
- (13) For any claim under this Limited Warranty where the required information is not received by the Administrator within the timelines stated in the CLAIM PROCEDURES section of this Limited Warranty;
- (14) For any claim where the Replacement Collateral is not purchased from the Issuing Dealer, unless otherwise approved by the Administrator; and
- (15) For any loss covered by the Collateral manufacturer, insurance, or any other entity.

### VI. CANCELLATION AND TRANSFER

The **Product** is permanently installed on **Your Collateral**; therefore, this **Limited Warranty** is non-cancellable and non-refundable. **This Limited Warranty cannot be transferred.**

**We may ONLY cancel this Limited Warranty under the following conditions: 1) If the Product Purchase Price has not been paid; 2) A material misrepresentation by You to the Issuing Dealer or Warrantor; 3) Fraud by You related to the purchase of the Product, or a claim made under this Limited Warranty.**

## VII. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Limited Warranty), You, We, the Administrator/Warrantor (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this Limited Warranty, including but not limited to claims related to the underlying transaction giving rise to this Limited Warranty, or claims related to the sale, financing or fulfillment of this Limited Warranty (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Limited Warranty.

The Parties agree and acknowledge that the transaction evidenced by this Limited Warranty affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Product shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may

seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Product shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org). If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Limited Warranty or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION.** YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THE PRODUCT (THE DATE OF PURCHASE BEING INDICATED ON YOUR LIMITED WARRANTY). To opt out, You must send written notice to Us at: Drive-On Administration Services, Inc., PO Box 2527, Houston, TX 77252. You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Product; and (c) the Issuing Dealer. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

## VIII. WARRANTOR OBLIGATIONS

Our obligations under this Limited Warranty are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, (800) 888-2738.

If the Warrantor fails to pay an authorized claim within sixty (60) days, or if the Warrantor becomes insolvent or ceases to conduct business during the Term of this Limited Warranty, You may file a direct claim with the insurer as designated above. To do so, please call the following number for instructions: (800) 888-2738.