



## GPS Disclosure Form

Addendum to Retail Installment Sales Contract Consumer Disclosure Statement and Agreement for Installation

### BUYER(S), VEHICLE AND DEVICE INFORMATION

Borrower Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Co-Borrower Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Vehicle Year: \_\_\_\_\_ Model: \_\_\_\_\_ Make: \_\_\_\_\_ VIN: \_\_\_\_\_  
Device Type: \_\_\_\_\_ Device Serial / ID No: \_\_\_\_\_ Device Phone No: \_\_\_\_\_

IMPORTANT: BUYER SHOULD CAREFULLY REVIEW THIS ENTIRE DISCLOSURE STATEMENT AND AGREEMENT AS IT DESCRIBES THE CONSEQUENCES OF FAILING TO MAKE TIMELY PAYMENTS. IT ALSO GIVES PERMISSION TO INSTALL A GPS/STARTER INTERRUPT DEVICE ON THE VEHICLE IDENTIFIED ABOVE. THIS AGREEMENT IS HEREBY INCORPORATED INTO THE RETAIL INSTALLMENT SALES CONTRACT FOR THE FINANCING OF THE VEHICLE DESCRIBED ABOVE AND ENTERED INTO BY CUSTOMER AND CREDITOR ON THIS DATE.

In this Agreement (the "Agreement"), "you" and "your" mean the buyers and "we," "us" and "our" mean and its authorized agents and/or assignees.

You understand that the vehicle (the "Vehicle") you are purchasing is equipped with a GPS device (the "Device") which includes a global positioning system ("GPS") and a possibly a payment reminder/starter interrupter. You understand that U Drive Acceptance Corp is only willing to extend credit to you or, if applicable, purchase your retail installment Sales contract ("Contract") from the dealer who sold you the Vehicle if you agree to the installation of the device in the Vehicle. You acknowledge that you are free to purchase a vehicle from another dealer or obtain vehicle financing through another source that does not require installation of the device instead of buying this Vehicle or obtaining financing from us subject to this Agreement.

The Device may permit us to stop the Vehicle from starting if you fail to make your payments on or before your scheduled due date. We will only disable the Vehicle after we give you any grace period or opportunity to cure as required by law. The GPS functionality will permit us to locate the Vehicle in the event that we need to repossess the Vehicle due to your failure to comply with the terms of the Contract. The GPS will not be used to monitor your driving habits or practices, but may be randomly activated to ensure the GPS is still functioning and to ensure that the Vehicle has not been moved to a location other than the address provided by you at application or otherwise approved by us. U Drive

Acceptance Corp or their assigned designees will not provide any access to or record of the tracking unless required to do so by law or to enforce any rights U Drive Acceptance Corp or their assigned designees may have to collect any payment due under any contract and/or to repossess the Vehicle as allowed.

By initialing and signing below, you are indicating that you have read, accept and understand the terms of the installation for the Device, your obligations under the Contract and the consequences if you fail to meet your obligations under that Contract.

1. You consent to the installation of the Device on the Vehicle. You understand that you are free to obtain a vehicle from another source that might not require the installation of the Device.

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

2. You understand that we may remind you that a payment is coming due or is past due by sending an audible tone through the Device. If does not receive a full payment on or before its scheduled due date under the Contract, the Device will make the audible tone to remind you that a payment is past due. You understand that the tone will sound each time the ignition is turned on or off until the default is cured or, if you fail to cure the default, the Vehicle is disabled. You understand that failure of the warning to sound does not excuse you from making your payments on time. You also acknowledge that the warning may be heard by other parties who have not signed the Contract and you waive any right to privacy you may have with respect to others hearing this tone.

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

3. You understand that if you fail to make your scheduled payments on or before your due date to U Drive Acceptance Corp, you will be considered in default under the terms of the Contract and the Vehicle may be disabled, subject to any notices or rights to cure that you may be entitled to under applicable law. We will track the location of the Vehicle if it is disabled. You will be unable to restart the Vehicle until you bring your payments current or otherwise cure the default. We may use the Device's GPS to locate the Vehicle for repossession and any other purpose not prohibited by law.

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

4. You understand that U Drive Acceptance Corp owns the Device even if you pay the Contract in full. After you pay the Contract in full, U Drive Acceptance Corp will authorize the removal of the Device from the Vehicle at your request or make the Device inoperable so that it will have no effect on the operation of the Vehicle.

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

5. You understand that if you alter, tamper with, disconnect or remove the Device, you will be in default under both this Agreement and your Contract, except as prohibited by applicable law. You also understand that you may be liable for the cost to repair or replace the Device, unless prohibited by law.

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

6. You agree not to attempt to nor remove, reinstall, repair, perform maintenance on or tamper with the Device for any reason. You understand that U Drive Acceptance Corp or its assignees are the only authorized parties permitted to install, remove, repair or perform maintenance on the Device or any of its parts and you agree to give U Drive Acceptance Corp or its assignee access to the Vehicle if maintenance or repairs to the Device are necessary.

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

7. If the Vehicle has been disabled and you need to use the Vehicle because of an emergency, you may request emergency access from us so that you can start the Vehicle. You may request emergency access by calling 1-855-480-1640. This number is available 24 hours a day, 7 days a week. If your default has not been cured after access is granted, we will disable the starter again. We are not waiving any of our rights under the Contract or the law by granting emergency access. Buyer: \_\_\_\_\_ Co-Buyer: \_\_\_\_\_

8. You understand that U Drive Acceptance Corp can exercise its rights, title and interest in the Contract at any time and that any assignee of the contract will have the same rights under the Contract and this Agreement.

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

9. You understand and agree that you have no right to privacy regarding the location of the vehicle or regarding the use of the Device to track and locate the vehicle, but in the event that any court or other authority were to determine such a right exists, you voluntarily waive any right you may have to privacy in the location of the Vehicle to the fullest extent of the law and authorize us to use the Device's GPS capabilities to locate the Vehicle in accordance with this Agreement.

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

DO NOT SIGN THIS DISCLOSURE STATEMENT AND AGREEMENT FOR THE INSTALLATION OF THE DEVICE UNTIL ALL QUESTIONS YOU HAVE CONCERNING THE DEVICE AND THE RETAIL INSTALLMENT SALES CONTRACT HAVE BEEN ANSWERED AND YOU ARE CONTENT WITH THE ANSWER(S) RECEIVED.

By signing below, you acknowledge that you fully understand and agree that you are bound by all the terms and conditions of this Agreement.

U DRIVE ACCEPTANCE CORP/SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT IN CONNECTION WITH THE DEVICE.

This Agreement, when signed below, is hereby incorporated into and becomes part of the Retail Installment Sales Contract entered into by Buyer and Seller.

Buyer \_\_\_\_\_ Co-buyer \_\_\_\_\_

Authorized U Drive Representative \_\_\_\_\_ Date \_\_\_\_\_