



FirmAuto USA Inc.  
18000 Studebaker Rd. Suite 700  
Cerritos, CA, 90703  
Customer Service Phone: (855) 490-0900  
firmautousa.com

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## GPS INSTALLATION AGREEMENT

### GPS/Starter-Interrupt Device Disclosure Statement and Agreement for Installation

Buyers names	Date
Vehicle description	Year
Make	Model
Vehicle identification number (VIN)	

IMPORTANT: READ THIS ENTIRE AGREEMENT AND DISCLOSURE STATEMENT CAREFULLY BEFORE YOU SIGN IT. IT DESCRIBES WHAT CAN HAPPEN IF YOU DON'T MAKE YOUR PAYMENTS ON-TIME OR BREAK OTHER PROMISES IN YOUR CONTRACT. IT ALSO GIVES FirmAuto USA Inc. PERMISSION TO HAVE A GPS/STARTER-INTERRUPT DEVICE INSTALLED ON YOUR VEHICLE TO ENSURE YOU PAY ON-TIME AND ASSIST IN COLLECTION, IF NECESSARY. THIS AGREEMENT IS HEREBY INCORPORATED INTO THE MOTOR VEHICLE RETAIL INSTALLMENT 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 BUYER(s) and "we", "us" and "our" mean FIRMAUTO USA INC and its authorized agents and/or assignees.

You understand that the Vehicle you are purchasing is equipped with an electronic device which includes a global positioning system ("GPS") and a payment reminder/starter-interrupt. You agree to allow the device to be installed on the Vehicle described above under the terms and conditions described in this Agreement. You understand that FIRMAUTO USA INC is only willing to extend credit to you or, if applicable, purchase your retail installment sales contract (the "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 permits us to stop the Vehicle from starting if we do not receive the full payment due on or before its scheduled due date under the Contract. We will only disable the Vehicle after we give you any grace period or opportunity to cure as required by law.



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The Device includes GPS features that allow us to locate the Vehicle at any time, including if we need to repossess it because you default under the contract. The GPS will not be used to monitor your driving habits or practices (i.e. speeding) 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. The Dealership, FIRMAUTO USA, INC 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 the Dealer, FIRMAUTO USA INC or their assigned designees may have to collect any payments due under any contract and/or to repossess the Vehicle as allowed.

BY SIGNING BELOW, YOU INDICATE THAT YOU HAVE READ, ACCEPT, AND UNDERSTAND THE TERMS REGARDING INSTALLATION OF THE DEVICE AS WELL AS YOUR PAYMENT OBLIGATION UNDER THE CONTRACT, AND THE CONSEQUENCES OF FAILING TO MAKE ON-TIME PAYMENTS.

1) You understand that FIRMAUTO USA INC owns the Device, even if you pay the Contract in full. After you pay the contract in full, FIRMAUTO USA INC will remove 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.

Initials (Buyer) (Co-buyer)

2) You understand that if you tamper with, disconnect, remove, or alter the Device, you will be considered in default under this Agreement and the 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.

Initials (Buyer) (Co-buyer)

3) You agree not to attempt to nor remove, reinstall, repair, perform maintenance on, or tamper with the Device for any reason. You understand that FIRMAUTO USA INC 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 FIRMAUTO USA INC or its assignee access to the Vehicle if maintenance or repairs to the Device are necessary.

Initials (Buyer) (Co-buyer)

4) You understand that FirmAuto may periodically activate the Device's GPS function to check the Vehicle's location even if you are not in default, but only to verify that the



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Device is functioning properly, or to confirm that the Vehicle has not been permanently moved to a location other than those addresses provided by you, or another address we approved.

Initials (Buyer) (Co-buyer)

5) 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 FIRMAUTO USA INC does not receive 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. The length and pattern of the tone may vary as the account becomes further past due. 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.

Initials (Buyer) (Co-buyer)

6) You understand that if FIRMAUTO USA INC does not receive full payment from you on or before the scheduled due date under the Contract, you will be considered in default under the terms of the Contract, and the Vehicle's starter may be disabled and the Vehicle will not start. 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 under the terms of the Contract or otherwise cure the default. If you fail to bring your payments current or otherwise cure the default, we may take any action the Contract or law allows us to take, including repossessing the Vehicle. We may use the Device's GPS to locate the Vehicle for repossession and any other purpose not prohibited by law.

Initials (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. Emergency access is temporary and will allow you to start the Vehicle for 24 hours after access is granted. If your default has not been cured by the end of the 24-hour period, we will disable the starter again. We are not waiving any of our rights under the Contract or the law by granting emergency access. We will grant emergency access once during any calendar month and may grant or deny any subsequent request at our discretion.



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You may request GPS location access by calling +1 (855) 490-0900 from 9 a.m. to 5 p.m. PST.

For emergencies please call 911.

8) You understand that FIRMAUTO USA INC 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.

Initials (Buyer) (Co-buyer)

9) You understand and agree that you have no right to privacy regarding the location of the Vehicle, but in the event that any court or other authority was 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.

Initials (Buyer) (Co-buyer)

DO NOT SIGN THIS DISCLOSURE STATEMENT AND AGREEMENT FOR INSTALLATION WITHOUT READING IT FIRST. By signing below, you acknowledge that you have been warned not to sign this document before you read it. You also acknowledge the following:

1) The installation and maintenance of the Device is a condition of financing your purchase of the Vehicle, and this Disclosure and Agreement is hereby incorporated into the Contract.

2) The Device may be installed on the Vehicle and used as described in this Agreement until all obligations under the Contract are satisfied.

3) You understand how the Device works and have had your questions regarding the Device answered.

4) You will hold harmless, defend and indemnify FIRMAUTO USA INC, its agents and employees, and any assignees, from all claims, demands, damages, costs, causes of action, liabilities or losses to property or person suffered by any other person or entity arising out of or resulting from the use of the Device in the Vehicle, to the fullest possible extent permitted by law.



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5) 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 signature	Date
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Co-Buyer Signature	Date
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Seller/Creditor Name By:	Authorized Signature
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FOR DEALER USE ONLY

Unit Number (IP or S/N):

Date Installed:

Installed By: