

## TERMS AND CONDITIONS

Your Stargard system services are provided by ALDS, Inc. ("Stargard" or "ALDS"). In this Agreement, when we use the words "Stargard service" or "services", we mean all the services we provide to you under your service plan. BY SIGNING THIS STARGARD REGISTRATION FORM ON THE REVERSE SIDE, YOU HEREBY "ACCEPT" ALL THE TERMS AND CONDITIONS, INCLUDING THE ARBITRATION PROVISION BELOW.

**STOLEN VEHICLE RECOVERY:** In the event your vehicle is stolen, you must immediately notify law enforcement and contact Stargard with a stolen vehicle report filed with authorities (within 24 hours of being aware of the vehicle theft) including all information required by Stargard or the appropriate authorities. ALDS IS NOT REQUIRED TO ATTEMPT TO FIND YOUR VEHICLE without a properly-filed stolen vehicle report.

**SYSTEM AUTHORIZATION:** You agree that Stargard is authorized to maintain, disclose, and use information about the operation, location or features of your vehicle under the following specific circumstances: (A) If your vehicle is stolen, Stargard may share the information with law enforcement and other emergency service providers, (B) if your lienholder requests location information because of alleged fraud or breach of your lease, retail installment contract or loan agreement, we may attempt to locate your vehicle and provide that information to your lienholder; (C) to offer optional related services to you; (D) to comply with legal requirements, valid court orders or governmental directives, and (E) to notify you and/or your selling dealership on service mileage intervals.

**CUSTOMER RESPONSIBILITIES:** The Stargard service is NON-CANCELABLE and NON-TRANSFERABLE. You agree to notify ALDS in the event you transfer ownership of your vehicle so that ALDS may terminate the Stargard service. You also agree to indemnify and hold ALDS harmless for any unauthorized use of your Stargard service by you or any of your agents, representatives, permitted drivers/passengers, or invitees. The Stargard stolen vehicle recovery service will remain active for three years following your date of purchase. If you wish to continue your Stargard service beyond the initial three years, and you have purchased the LIFETIME option, you must contact Stargard at (800) 443-5535 or via email at [support@Stargardgps.com](mailto:support@Stargardgps.com) within ninety (90) days before the three (3) year anniversary of the original date of purchase, and once every three (3) years thereafter. If you fail to timely renew your LIFETIME Stolen Vehicle Recovery system registration in any three (3) year anniversary period, you may still renew within six months of the three (3) year anniversary date for a charge of \$99.00. You are responsible for maintaining comprehensive insurance coverage on the vehicle. The Stargard service DOES NOT provide your vehicle insurance. Payments made for your Stargard service are NOT related to the value of your vehicle or any property in it, or the cost of any injury to or damages suffered by you or anyone else.

**LIMITED WARRANTY:** Stargard warrants, for a period of three years following the purchase date, assuming you have met your obligations under this Agreement, if your vehicle is stolen and Stargard is unable to assist law enforcement with recovery of your vehicle within 30 days of a properly filed police report and Stargard notification, Stargard will refund to you the full amount of your purchase price as indicated on the reverse side of this Agreement up to a maximum of \$1,295.

**DISCLAIMER OF WARRANTIES:** THE STARGARD SYSTEM IS OFFERED "AS IS", AND STARGARD MAKES, AND YOU RECEIVE, NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY STATUTE, COMMUNICATION OR CONDUCT WITH STARGARD EXCEPT FOR THE EXPRESSLY STATED WARRANTY ABOVE OR ANY ADDITIONAL WRITTEN WARRANTY EXPLICITLY PROVIDED AT THE TIME OF PURCHASE OR OTHERWISE. STARGARD AND THE SELLING DEALER SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, SUITABILITY FOR SPECIFIC USE, AND NON-INFRINGEMENT. ALL DATA AND INFORMATION PROVIDED BY STARGARD AND/OR ITS SERVICE PROVIDERS TO YOU IS PROVIDED ON AN "AS IS" BASIS. YOU AGREE THAT NEITHER STARGARD NOR THE SELLING DEALER ARE LIABLE FOR ANY DEFECTS, ABNORMALITIES, OR MISTAKES IN THE DATA OR INFORMATION PROVIDED THROUGH THE SERVICE. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT, SUBJECT TO APPLICABLE LAW, NEITHER THE SELLING DEALER NOR STARGARD NOR ANY OF THEIR AFFILIATES WILL BE LIABLE TO YOU FOR ANY INJURIES TO PROPERTY OR PERSONS OCCURRING FROM OR RELATED TO THE INSTALLATION, REPAIR, MAINTENANCE, OR USE OF THE STARGARD SYSTEM OR ANY OF THE DEVICES RELATED TO THE SYSTEM.

**LIMITATION OF LIABILITY:** STARGARD SHALL HAVE NO LIABILITY UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF STARGARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF STARGARD, REGARDLESS OF THE BASIS OF THE CLAIM, SHALL BE LIMITED TO THE CONSIDERATION ACTUALLY PAID BY YOU FOR THE PRODUCTS WHICH GAVE RISE TO THE CLAIM. THIS LIMIT OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT AND STARGARD'S AGREEMENT TO PROVIDE PRODUCTS TO YOU IS DEPENDENT UPON ITS INCLUSION.

**SYSTEM LIMITATIONS:** You understand and agree that the Stargard service may not be operational at specific locations or times as a result of circumstances beyond our control, such as GPS unavailability, inadequate cellular coverage / signal, or cellular congestion. You further understand and agree that for the Stargard service to work, your vehicle must have a functional electrical system including an adequately charged vehicle battery.

**AGREEMENT TO ARBITRATE:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego County or, at your option, your hometown area, before a single arbitrator. The arbitration shall be conducted on an individual basis ONLY, and NOT as a class action. Both parties waive any and all rights to arbitrate or litigate as a class action. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The arbitrator shall allow reasonable discovery or exchange of non-privileged information relevant to the dispute. The Award will consist of a written statement stating the disposition of each claim. The Award will also provide a concise written statement of the essential findings and conclusions on which the Award is based. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You, the consumer, will not be required to pay the costs incurred by ALDS even if you do not prevail in the arbitration. The Federal Arbitration Act governs any arbitration under this Arbitration Clause.