

**GOLDSTAR COLLATERAL MANAGEMENT SYSTEM (CMS)
DISCLOSURE STATEMENT AND AGREEMENT FOR INSTALLATION
OF GPS TECHNOLOGY**

Buyer(s)

Names: _____

Date of Contract: _____

Vehicle

Description: _____

Year

Make

Model

Vehicle Identification Number (VIN)

In this Goldstar (CMS) System Disclosure Statement and Agreement for Installation ("Agreement"), "we," "us" and "our" mean the creditor that holds the Contract secured by the Vehicle, and any of our designated employees, agents or representatives. "You" and "your" mean the buyer(s) named above.

You signed a Retail Installment Sale Contract ("Contract") in connection with your installment purchase of the vehicle described above ("Vehicle"), dated the same date as this Agreement. We require that the Vehicle be equipped with the **GOLDSTAR (CMS) DEVICE** (the "Device") for us to make this Contract with you.

The Device installed in the Vehicle uses global positioning ("GPS") technology. The Device is also equipped to remind you when your payments are due. The Device is designed to ensure that you make your payments as scheduled and otherwise keep your promises in the Contract. The Device may assist in locating the vehicle in the event you default under your Contract.

Please see a summary of terms of this Agreement below.

- **A Device can determine the location of your vehicle.**
- **The Device may be used to ensure the GPS is still functioning, to monitor your compliance with the Contract, and to locate the Vehicle for repossession.**
- **We may use the Device to monitor the location and mileage of the Vehicle during the Contract.**
- **You agree to waive any right to privacy you may have as to the location of the Vehicle.**
- **The Device map provide payment reminders by sounding audible tones when your ignition is turned on and/or off.**
- **We may offer you one or more Optional Services using the GPS technology. We may offer optional services in this Agreement or over the term of the Contract. Optional Services are not required as a condition of the extension of credit.**

PLEASE READ AND SIGN BELOW TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THE FOLLOWING TERMS REGARDING THE INSTALLATION OF THE DEVICE, YOUR OBLIGATIONS UNDER THE CONTRACT AND THE CONSEQUENCES OF FAILING TO MEET YOUR OBLIGATIONS UNDER THE CONTRACT:

- 1) You understand that installing and maintaining the Device in the Vehicle is a material condition for us to finance the purchase of the Vehicle and that you may be able to finance a vehicle from another dealer that may not require installation of the Device. You choose to buy this Vehicle and you consent to having the Device installed. You acknowledge you are signing this Agreement at the same time you are signing the Contract. This Agreement is incorporated into and part of that Contract as a single document.

Buyer's Initials: _____ Co-Buyer's Initials: _____

- 2) You understand that GPS may be used by us to track the location of the Vehicle to ensure the GPS is still functioning, to monitor your compliance with the Contract, and to locate the vehicle for repossession. We may also use the GPS to monitor the location of the vehicle prior to default. We can use previously acquired location data for purposes of repossession.

Buyer's Initials: _____ Co-Buyer's Initials: _____

- 3) You understand that you may be reminded that a payment is past due by an audible tone sent through the Device. You understand that the tone may sound when the ignition is turned on and/or turned off. 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 others who have not signed the Contract.

Buyer's Initials: _____ Co-Buyer's Initials: _____

- 4) You agree that you have no right to privacy regarding the use of GPS to track the location of the Vehicle or with respect to the use of the payment reminder, but in the event that a court, arbitrator, dispute resolution organization, or state or federal authority should determine that such a right exists, you hereby waive such right to the fullest extent allowed by applicable law.

Buyer's Initials: _____ Co-Buyer's Initials: _____

- 5) You understand that the Device is our property. You further understand that if you tamper with, alter, disconnect or remove the Device, you will be considered in default under this Agreement, and to the extent permitted by applicable law, your Contract.

Buyer's Initials: _____ Co-Buyer's Initials: _____

- 6) You understand that if you tamper with, alter, disconnect or remove the Device from the Vehicle, you may be liable for the cost to replace or repair the Device, unless prohibited by law. You understand that tampering, altering, or otherwise modifying the device or its installation may present a risk to you, others, and the vehicle due to fire or other cause, including potential risks of property damage and personal injury, including death.

Buyer's Initials: _____ Co-Buyer's Initials: _____

- 7) You understand that we have the right to assign our rights, title and interest in the Contract and this Agreement at any time. Our assignment of the Contract will not in any way affect the terms and conditions of this Agreement.

Buyer's Initials: _____ Co-Buyer's Initials: _____

- 8) You understand that only we are permitted to perform maintenance on the Device or any of its components. Should maintenance or repair be required, you agree to make the Vehicle available to us, during its normal business hours. You understand that we will have full responsibility for the cost of all repairs to the Device, except for repairs caused by your tampering with, altering, disconnecting or removing the Device.

Buyer's Initials: _____ Co-Buyer's Initials: _____

- 9) You understand that you may choose to purchase the Device after you have made all payments due under the Contract at a price to be determined and agreed upon by you and us. If you choose to purchase the Device after paying all sums due under the Contract, you will contact us. If you do not choose to purchase the Device at that time, and if you are not using the device for Optional Services, the Device will be removed from the Vehicle by us, or otherwise made inoperable (at our sole option) so that it will have no effect on the operation of the Vehicle, at no charge to you.

Buyer's Initials: _____ Co-Buyer's Initials: _____

- 10) Any violation of any terms or conditions of this Agreement is a material default under the Contract, if permitted by applicable law. Upon any default under this Agreement or violation of the terms and conditions herein, we will be entitled to take any and all actions, including but not limited to repossession and sale of the Vehicle, as allowed by applicable law and your Contract.

Buyer's Initials: _____ Co-Buyer's Initials: _____

NOTICE: Do not sign this Agreement before reading it. By signing below, you acknowledge that you have been given the opportunity to read this Agreement. You acknowledge that you have had any questions regarding the Device answered to your satisfaction. You acknowledge that you fully understand and agree to be bound by all of the terms and conditions in this Agreement. This Agreement is hereby incorporated by reference into the Contract.

Buyer Signature Date Co-Buyer Signature Date

Creditor (Dealer) Representative