



## SERVICE AGREEMENT

### DEALERSHIP INFORMATION

Dealership Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Dealership Phone #: \_\_\_\_\_  
F&I Representative Name: \_\_\_\_\_  
Dealership Representative Name: \_\_\_\_\_

### CUSTOMER INFORMATION

Customer Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Primary Phone Number: \_\_\_\_\_  
Email Address – Your email address will be your user account login: \_\_\_\_\_  
Cell Number: \_\_\_\_\_

### VEHICLE INFORMATION

VIN: Mileage: \_\_\_\_\_  
Year/Make/Model/Color: \_\_\_\_\_

### PRODUCT & PRICING

#### Mr. Car Auto Group Connected Services

##### Price \$

**IMPORTANT – This is an Optional service provided by Patriot Asset Management (“Company”) and not required or related to any loan, lease or other financing arrangements for your vehicle. This is an agreement for the length of the term marked in the box at the bottom of the page, for the services described above only (“Mr. Car Auto Group Connected Services”). BY SIGNING BELOW YOU AGREE TO ACTIVATE THE MR. CAR AUTO GROUP CONNECTED SERVICES AND YOU ACKNOWLEDGE AND ACCEPT THE DATA USE NOTICE ON PAGE 2 OF THIS AGREEMENT AND ALSO THE TERMS AND CONDITIONS OF THE CONSUMER GPS DEVICE SUBSCRIPTION SERVICE AGREEMENT (“SSA”) AND WHICH GRANTS COMPANY RIGHTS TO USE AND DISCLOSE**

CERTAIN DATA RELATED TO YOU, YOUR VEHICLE, AND YOUR USE OF THE MR. CAR AUTO GROUP CONNECTED SERVICES AS MORE SPECIFICALLY DESCRIBED IN THE SSA. FAILURE TO ACTIVATE THE MR. CAR AUTO GROUP CONNECTED SERVICES DEVICE WILL RESULT IN THE INABILITY TO RECEIVE THE SERVICES AND LOSS OF ANY BENEFITS UNDER THIS AGREEMENT. To get started using the Mr. Car Auto Group Connected Services, please login, activate and accept the terms and conditions of the Mr. Car Auto Group Connected Services.

I have read and understand the EULA and the Terms and Conditions.

\_\_\_\_\_ Customer Signature  
\_\_\_\_\_ Today's Date

DEALERSHIP REPRESENTATIVE AREA ONLY (BASED ON DEALERSHIP OFFERING AVAILABLE)

MR. CAR AUTO GROUP CONNECTED SERVICES TERM: \_\_\_\_\_

Serial Number of Device Installed \_\_\_\_\_

**PLEASE RETAIN THIS FORM IN VEHICLE SALES FILE**

## SERVICE AGREEMENT

### DATA USE NOTICE:

A. You hereby acknowledge and agree that, in the course of providing the Mr. Car Auto Group Connected Services and operating the Company Site, subject to applicable law, Patriot Asset Management ("Company") is hereby permitted to collect, maintain, and use any of Your Information made available, or otherwise disclosed, by or on behalf of You. For purposes herein, "Your Information" means any data or other information made available to Company arising out of Your use of the Company Equipment, Mr. Car Auto Group Connected Services, Your Vehicle (with an activated Company Equipment), the Mr. Car Auto Group Connected Mobile App or the Company Site, including, but not limited to (a) information provided or obtained from Your vehicle's manufacturer or dealer; (b) information provided or obtained during Your registration; (c) information provided or obtained for the purpose of granting access rights to You; (d) Your contact information; (e) Your Vehicle Identification Number (VIN); (f) information about your driving behavior, including the operation, location, mileage or features of Your vehicle; (g) information and data about collisions involving Your Vehicle; (h) information about Your subscription to, or any and all use of, the Mr. Car Auto Group Connected Services and Company Site; (i) any information provided by You on the telephone or via email to Company; or (j) all other personally identifiable information about You provided or obtained by Company, including but not limited to your name, physical address, email address, and your telephone number, arising out of the Mr. Car Auto Group Connected Services and Company Site.

B. Without limiting the generality of the foregoing, but subject to applicable law, You acknowledge and agree and consent that Company is hereby authorized to use, maintain and disclose any and all of Your Information in any way it deems appropriate in order to carry out the Mr. Car Auto Group Connected Services or any of the other provisions of your agreement with Company, including, but not limited to, the following uses: (A) to provide Mr. Car Auto Group Connected Services to Your vehicle, including sharing Your Information with roadside assistance providers, emergency service providers, and other third party service providers; (B) to check and maintain the Company Equipment in Your vehicle; (C) to provide information to Your vehicle's manufacturer or dealer about Your vehicle's operation or status; (D) to help maintain Your vehicle; (E) to assist law enforcement with stolen vehicle recovery; (F) to evaluate and improve the Mr. Car Auto Group Connected Services and offer You new products and services; (G) after you opt-in, to provide Your Information to third party service providers in order for them to determine the types of offers for additional products and services, to promote to you based on Your Information. If you choose to pursue a third party offer and they become your service provider, and if the third party requests it, we may provide Your Information to third parties on a continuous basis, and those third parties may provide Your Information to your service providers on a continuous basis, with your prior consent, and if your service provider agreement allows for it.; (H) to comply with legal requirements, valid court orders and exigent circumstances; (I) to protect the rights, property, or safety of You and others; and (J) to perform market research or provide anonymous data on an aggregated basis; and (K) to enforce Company's agreement with You or others and to prevent fraud or misuse of the Mr. Car Auto Group Connected Services. You may request that Company cease sharing Your Information by calling (877) 563-0032 at any time, but that may result in Company being unable to continue providing some or all of the Mr. Car Auto Group Connected Services to you, and you understand that in such case no refunds or credits will be owed to You.

C. SUBJECT TO APPLICABLE LAW, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE OTHER PROVISIONS HEREIN, YOU HEREBY AUTHORIZE COMPANY, AT ANY TIME AND FROM TIME TO TIME, FOR ANY PURPOSES, TO DISCLOSE YOUR INFORMATION TO ANY OF THE FOLLOWING: (A) ANY THIRD PARTIES PROVIDING ALL OR PART OF THE Mr. Car Auto Group CONNECTED SERVICES BEING PROVIDED UNDER THIS AGREEMENT; (B) AS REQUIRED PURSUANT TO ANY COURT ORDER, SUBPOENA, DISCOVERY DEMAND OR ANY GOVERNMENT AGENCY OR LAW ENFORCEMENT AGENCY; OR (C) ANY OF COMPANY'S WIRELESS SERVICE PROVIDERS.

D. You acknowledge that as part of the Mr. Car Auto Group Connected Services the Company has the right to push SMS notifications to You and that You will be responsible for any charges your cell phone carrier charges for receiving those SMS notifications. If You have enabled optional location services, then Company will make use of the location information provided by your mobile device to provide

the Services (for example, directions to walk to your car) and may also push information about opportunities near your location (for example, a coupon for an oil change at a nearby car repair center).

E. Limitation of Liability. YOU AGREE THAT, TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE Mr. Car Auto Group CONNECTED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Company's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. In the event of a conflict between this agreement and Your SSA, the limitations of liability in the SSA will govern. The laws of the State of Tennessee, excluding its conflicts of law rules, govern this agreement and your use of the Mr. Car Auto Group Connected Services and Mr. Car Auto Group Connected App. Your use of the Mr. Car Auto Group Connected Mobile App may also be subject to other local, state, national, or international laws.