



ADDENDUM TO MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT
(the "Contract")

Disclosure Statement and Consent to Installation and Use of GPS Tracking and Location Information Services

Buyer: _____ Seller: _____

Co-Buyer: _____ Date of Contract: _____

Vehicle Information:

In this	Type	Year	Make	Model	Body Type	Vehicle I.D. #
	USED					

Addendum, "you," and "your" mean the Buyer and any Co-Buyer, and "we," "us" and "our" mean the Seller and its assignee, Capital Credit LLC, and its authorized agents and/or assignees.

This Addendum is hereby incorporated in, and shall be a part of, the Contract. In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Contract, the terms of this Addendum shall control to the extent necessary to resolve such conflict or inconsistency. All capitalized terms shall have the same meanings as in the contract.

Additional Terms

BY SIGNING BELOW, YOU AGREE AND CONSENT TO ALL OF THE TERMS OF THE ADDENDUM.

1. Tracking Device.

You understand the Vehicle may be equipped with an electronic device, which includes a global positioning system ("GPS") that allows us to track the location of the Vehicle (the "Device"). If the Vehicle is not already equipped with a Device, you agree to permit us to install a Device into the Vehicle. This Device is designed to protect us until you have fully paid and performed your obligations under the Contract. You consent to our use of the Device to locate the Vehicle using GPS tracking. Furthermore, you consent to our use of the data generated by the Device as we deem necessary.

You understand the installation of our Device and your consent herein may be a material condition in order for the Seller to finance your purchase of the Vehicle. You further understand you may be able to purchase a vehicle from another Seller without the installation of such a Device.

You understand that only we or our authorized representatives are permitted to perform maintenance on the Device or any of its components. Should maintenance or repair to the Device be required, you agree to make the Vehicle available to us or our authorized representatives during normal business hours.

You acknowledge that you have not been charged, nor have you paid any fee or charge to us, relating to the initial installation of the Device.

The Device is not being sold with the Vehicle. The Device and all information we obtain from the Device remain our sole property. You agree to allow us to remove the Device from the Vehicle (which we will do at no cost to you) after you have fully paid and performed all of your obligations under the Contract. If you fail to allow us to remove the Device from the Vehicle after you have fully paid and performed all of your obligations under the Contract or at such earlier time as we specify, you agree we will not be liable for, and you agree to hold us harmless from and against, any and all loss, damage or injury resulting from any activation or malfunction of the Device. You agree not to alter, disconnect, remove, disable, misuse or otherwise tamper with the Device. You agree to pay the cost to repair or replace the Device, and to repair or replace parts of the Vehicle if you alter, disconnect, remove, disable or tamper with the Device. You agree we will not be liable for any damage to the Vehicle caused by tampering with, or the authorized removal of, the Device.

2. Our Use of the Device. If you do not make all or any of your payments to us on time, as shown in our records, or you are otherwise in default under the Contract or this Addendum at any time, we have the right, exercised in our sole discretion, to use the Device to locate the Vehicle for repossession. Any delay or forbearance in our exercise of this right does not operate as a waiver of that right. **YOU AGREE WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES, INCLUDING ANY LOSS, DAMAGE, OR INJURY RESULTING FROM THE USE OF THE DEVICE TO LOCATE THE VEHICLE FOR REPOSSESSION.**

3. Our Use of Information Obtained Through the Device. You agree we may (i) use the Device to gather information about the location of the Vehicle, or any other purpose not prohibited by law, (ii) use that information for repossession of the Vehicle or other exercise of our remedies under the Contract, and (iii) give that information to other persons who may or may not be affiliated with us in connection with the repossession of the Vehicle or other exercise of our remedies under the Contract. You understand we may periodically activate the Device's GPS function to check the



Vehicle's location even if you are not in default, to verify that the Device is functioning properly, to confirm the Vehicle has not been permanently moved to a location other than those addresses provided by you, or another address we approved. You understand and agree you have no right to privacy regarding the location of the Vehicle, but in the event 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 to locate the Vehicle in accordance with this Agreement.

4. Default. You agree your breach of any of your obligations under this Addendum is an Event of Default under the Contract.

5. No Other Amendment. Except a otherwise expressly provided in this Addendum and any other addendum to the Contract, all terms and provisions of the Contract remain in full force and effect as written in the Contract.

6. Assignment. You understand we may assign our rights, title, and interest in the Contract at any time as permitted by law. The assignment of the Contract will not in any way affect the terms or conditions of this Agreement.

NOTICE TO BUYER: Do not sign this Addendum without reading it first. By signing below, you acknowledge that you have been given the opportunity to read this Addendum prior to signing it and have had any questions regarding the Device answered to your satisfaction. This Addendum is hereby incorporated by reference into the Contract.

Buyer: _____
(sign)

(date)

(print name)

Co-Buyer: _____
(sign)

(date)

(print name)