LOCATE THE ACTIVATION CARD INSIDE YOUR PACKAGE FIRST

1. Get Started
2. About Your Straight Talk Wireless Service
3. How To Use Your Car Connection Device

For more information and the latest Terms and Conditions of Service, visit StraightTalk.com

PLEASE RECYCLE
THANK YOU FOR BUYING A SAVE DRIVER CAR CONNECTION DEVICE!

YOU MADE THE RIGHT CHOICE.

1. **OBDII CONNECTOR**
   Insert this end of the device into the OBD II port in your vehicle.

2. **LED LIGHTS**
   Will light up when Car Connection is active.

For an interactive tutorial of your device, please visit [StraightTalk.com](http://StraightTalk.com). Hold your cursor over Support. Select Manuals. Select your device, and click on LEARN MORE.
# TABLE OF CONTENTS

## 1. GET STARTED
1.1 What’s In Your Package  
1.2 Activate Your Straight Talk Wireless Service  
1.3 Set Up Your Straight Talk Wireless Account

## 2. ABOUT YOUR STRAIGHT TALK WIRELESS SERVICE
2.1 Keep Your Service Active  
2.2 Know Your Service Plans and Refill Options

## 3. HOW TO USE YOUR CAR CONNECTION DEVICE
3.1 Find Your Serial Number  
3.2 Connect Your Car Connection Device  
3.3 Additional Features

## TERMS AND CONDITIONS OF SERVICE/HEALTH AND SAFETY INFORMATION
1.1 WHAT’S IN YOUR PACKAGE

Straight Talk Car Connection

1.2 ACTIVATE YOUR STRAIGHT TALK WIRELESS SERVICE

A. Locate your Activation Card and follow the instructions on the card.

B. This Card has the Serial Number (IMEI) you need to Activate your Car Connection device.

C. To Activate your service, go to StraightTalk.com or call 1-866-812-2776.

D. Register your device at mycar-connection.com/straighttalk and start tracking, monitoring and managing your vehicle.

IMPORTANT: Your device comes with 10 days of Service to ensure that it is working properly in your vehicle. If you purchased a Service Plan Card, do not scratch off the gray strip to reveal the Service PIN to add it until you know your device is working properly.
1.3 SET UP YOUR STRAIGHT TALK WIRELESS ACCOUNT

*My Account* can be created upon activation of your Car Connection Device at StraightTalk.com. This is where you will create and update your personal profile information, update credit/billing information, view your Service End Date, and more.

*My Account* is the best place to:
- Buy or Add a Service Plan
- Enroll in Auto-Refill
- Check Balance/Service End Date
- See Account Reminders and Service Updates
- Update Personal Profile and Manage Credit Card Info
- View Payment History
- Get Newsletter Access
- Learn how to use your Car Connection Device
- View FAQs

2. About Your Straight Talk Wireless Service

2.1 Keep Your Service Active
2.2 Know Your Service Plans and Refill Options
2.1 KEEP YOUR SERVICE ACTIVE

Keeping your Service Active is easy! Your device comes with 10 days of Service upon activation. Just refill your service with a Car Connection Service Plan BEFORE your Service End Date. To find your Service End Date, go to our website at StraightTalk.com and log into your account or call our Customer Care Center at 1-866-812-2776.

2.2 KNOW YOUR SERVICE PLANS AND REFILL OPTIONS

The Straight Talk Wireless Safe Driver Car Connection will only work with the following Service Plans:

- **No-Contract 30-Day Service Plan:**
  This Plan provides 30 Days of Service. To check your balance, go to StraightTalk.com and log into your account, or call 1-866-812-2776.

- **No-Contract 1-Year Service Plan:**
  This Plan provides 365 Days of Service. To check your balance, go to StraightTalk.com and log into your account, or call 1-866-812-2776.

How to Refill your Service

- **Enroll in Auto-Refill at StraightTalk.com** by using a credit card or debit card, and your Straight Talk Service Plan will be automatically refilled on your Service End Date. This service includes pre-charge reminders, payment receipts, and credit card expiration alerts.

- **Refill your Service Plan before your Service End Date**
  - Online at StraightTalk.com or Walmart.com
  - By calling 1-866-812-2776
  - Purchase a Straight Talk Car Connection Service Plan at participating Walmart stores

*Plans added before your Service End Date will be added to your Straight Talk Reserve and automatically applied on your Service End Date. There is no limit to the number of Service Plans that can be placed on reserve. View plans in your reserve by visiting StraightTalk.com and logging into My Account.
3. HOW TO USE YOUR CAR CONNECTION DEVICE

3.1 Find Your Serial Number

The Serial Number of your Car Connection Device is located on a white label on the back of the device. It is the number series next to IMEI. This Serial Number is also included on the red Activation Card that is included in your package.

3.2 Connect Your Car Connection Device

Once your Service is Active and once you have registered your device at mycar-connection.com/straighttalk; follow the steps below:

1. **Locate** your vehicle’s OBD II port. In most vehicles, it is located under the dashboard, above the gas or brake pedal. If you need help locating your car’s OBDII port, go to mycar-connection.com/vehiclelookup/.
2. **Start** your vehicle.
3. **Plug** the Car Connection device into your vehicle’s OBDII port. The Activation process will begin.
4. You will see 3 flashing lights on the Car Connection device approximately 1 minute after the car is turned ON. Allow 5 minutes for the Activation to complete.
5. Once the RED and YELLOW lights stop flashing and become solid, and the GREEN light is blinking slowly, the device is successfully activated.

**NOTE:** If the lights do not flash after completing this process, unplug the device, wait 10 seconds, and plug the device back in.
3.3 ADDITIONAL FEATURES

- You can manage your account online at mycar-connection.com/straighttalk.

- Download the free Audiovox Car Connection Mobile app to your smartphone from the Play Store or App Store for easy access to your car’s information. You will see the driver’s score, fuel economy and vehicle health from wherever you are.

- Your Car Connection device can restrict cell phone usage once your vehicle is started. Simply download the Zoomsafer application to the Android™ or BlackBerry® Phone you want to restrict. To activate this application go to mycar-connection.com/straighttalk and sign in to your account.

- For an interactive tutorial of your device, please visit StraightTalk.com. Hold your cursor over Support. Select Manuals. Select your device, and click on LEARN MORE.
Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and Straight Talk. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. Straight Talk reserves the right to change or modify any of these Terms and Conditions of Service at any time and in its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Straight Talk website found at StraightTalk.com. Straight Talk Car Connection is a brand and service of TracFone Wireless, Inc.

By purchasing and/or activating a Straight Talk Car Connection device and/or using any Straight Talk Car Connection service (“Service”), customer (“You”) acknowledges and agrees to the following terms and conditions:

1. ACCESS TO CAR CONNECTION: RESTRICTIONS ON USE AND LICENSES

Access to Car Connection during the term of this Agreement and subject to the terms and conditions herein, Straight Talk hereby grants You a limited, non-exclusive, non-transferable, non-royalty-bearing license to access Car Connection through the Internet solely for the purpose of Tracking and Monitoring Devices (“Device”). You, your Sub-Account Holders and Monitored Users shall not engage in any of the following acts (individually, a “Prohibited Act”, and collectively, “Prohibited Acts”): (i) willfully tamper with the security of any Straight Talk devices or services; (ii) access data not associated with your account via Straight Talk Devices or Services; (iii) log into an unauthorized server or another Straight Talk account without authorization; (iv) attempt to probe, scan or test the vulnerability of any Straight Talk services or to breach Straight Talk’s security or authentication measures without proper authorization; (v) willfully render any part of Straight Talk’s devices or services unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of any Straight Talk services; (vii) modify, translate, or create derivative works based on any Straight Talk services; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any Straight Talk services or make any Straight Talk services available to a third party other than as contemplated in this Agreement; (ix) use any Straight Talk services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of Straight Talk services without Straight Talk’s prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on Straight Talk’s website(s) or in association with its services; (xii) create any link to Straight Talk’s website(s) or in association with its services; (xiii) use any part of Straight Talk’s web pages or information obtained through the use of Straight Talk’s devices for any unlawful purpose or in violation of any applicable law (including, without limitation, data protection and privacy laws). Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise (xiv) attempt to remove the SIM card from your Device or to attempt to use it in any other device. This Device and Service is for use in the United States only.

Ownership. You acknowledge that, as between You, your Sub-Account Holders, and Straight Talk, all right, title and interest in the Car Connection Service, any software, provided under this Agreement, and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to Straight Talk. This Agreement does not provide you with title or ownership of Car Connection Service or any software provided under this Agreement, but only the rights specified in this Agreement. You will own Your Device.

2. SERVICES

Availability of Services. Subject to the terms and conditions of this Agreement, Straight Talk shall use commercially reasonable efforts to make the Services available for twenty-four (24) hours a day, seven (7) days a week. You agree that from time to time the Services may be inaccessible or inoperable for reasons beyond the control of Straight Talk, including, but not limited to: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Straight Talk may undertake; or, (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You shall not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services. You agree that Straight Talk has no control of availability of Services on a continuous or uninterrupted basis. Straight Talk does not guarantee any specific response rate (bandwidth). Any unavailability of the Services will be relayed to you as soon as possible.

Security. Straight Talk shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of Car Connection and any databases or other sensitive material; and, Straight Talk shall notify You of any known security breaches to its systems that are reasonably likely to adversely affect You or your account, in accordance with applicable law.

Uninterrupted Power Supply (UPS). Straight Talk will implement a high-availability architecture at the data center to ensure, as much as possible, continued availability of access to the Services even when there is power failure and/or hardware malfunction.

Car Connection Support. The manufacturer of Your Device will provide customer technical support for problems with the Car Connection Service and Your Device. Support hours and contact numbers are listed at mycar-connection.com/straughtalk.

Customer Data. Straight Talk does not collect or retain monitoring and tracking data collected by your Device. Any requests for that information, including subpoenas must be directed to Omnilink at optout@omnilink.com.

3. CUSTOMER RESPONSIBILITIES

Use of Services. WARNING: THE UNAUTHORIZED TRACKING OR MONITORING OF AN INDIVIDUAL MAY BE A CRIMINAL ACT. Consult the laws of your state for more information. You acknowledge and agree that You will not use the Services to: (i) Track and/or Monitor any individual without such individual’s prior express permission unless such individual is a minor with whom You have a lawful guardian relationship and you are permitted by law to track or monitor such minor; (ii) send spam or otherwise unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violating of third party privacy rights; (iii) send messages to any email lists, distribution lists, newsgroups, or spam email addresses; or, (iv) send or store material containing malicious code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. You agree to report immediately to Straight Talk, and to use best efforts to stop immediately, any violation of the terms and conditions set forth in this Section or any of Straight Talk’s published policies (collectively, “Policies”), including but not limited to the Straight Talk Privacy Policy located at StraightTalk.com which are incorporated herein by reference. In the event of any suspected violation of the terms, conditions and restrictions set forth in this Section or the Straight Talk Privacy Policy, Straight Talk may immediately disable your access to the Services and suspend its provision of such Services.
THE UNAUTHORIZED USE OF A TRACKING DEVICE TO TRACK OR MONITOR ANOTHER PERSON WITHOUT THEIR CONSENT IS AGAINST THE LAW IN SOME STATES. YOU AGREE NOT TO EMPLOY THIS DEVICE OR SERVICE IN ANY MANNER WHICH IS INCONSISTENT WITH APPLICABLE LAW.

Access To Hosted Services. Straight Talk will provide You with a user name, password and other information necessary to access the Car Connection service. You are responsible for keeping the respective user names and passwords confidential and for any communications or transactions made using user name and password. You are responsible for changing the respective user names and password if it is believed that the same has been stolen or might otherwise be misused.

Equipment and Utilities. You are responsible and shall bear the costs associated with providing and maintaining Internet access and all necessary telecommunications equipment, software and other materials necessary for accessing the Car Connection service.

Consents. You shall obtain the necessary consent(s) from those Monitored Users who are being Tracked and/or Monitored by Your use and Your Sub-Account Holders’ uses of the Device(s) and shall authorize the Tracking and/or Monitoring of such Device(s) by Straight Talk and its subcontractors. If a Monitored User is a minor, You acknowledge that You and/or Your Sub-Account Holder have lawful guardianship over such minor and You further acknowledge that You and/or Your Sub-Account Holder may lawfully Monitor such Monitored User in the location or locations where the Device(s) is used. You agree to indemnify and hold Straight Talk and its agents and subcontractors harmless from any and all costs and expenses regarding any claim(s) arising from the unauthorized Tracking and/or Monitoring of the Device(s) by you or your Sub-Account Holders.

4. DEVICES

No Warranties on Devices. The manufacturer of Your Device provides all warranties, if any, regarding Your Device. Straight Talk makes no warranties or representations regarding the Devices.

STRAIGHT TALK EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE FOREGOING LIMITED WARRANTY IS THE CONSUMER’S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. STRAIGHT TALK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF DATA, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. EVEN IF STRAIGHT TALK KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. STRAIGHT TALK SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS RETURNED FOR REPLACEMENT OR WARRANTY SERVICE OR FOR THE LOSS OR UNAUTHORIZED USE OF CUSTOMER DATA.

5. LIMITATION OF LIABILITY

LIMITATION OF LIABILITY FOR STRAIGHT TALK CAR CONNECTION SERVICE: IN EVENT SHALL STRAIGHT TALK, ITS EMPLOYEES OR LICENSEES OR AFFILIATES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, SALES OR DATA; ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, OR LOSS OF BUSINESS INFORMATION; OR FOR ANY OTHER SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMICAL, COVER, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE ANY SERVICE, EVEN IF STRAIGHT TALK, OR THEIR RESPECTIVE LICENSEES OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH RESPECT TO JURISDICTIONS THAT MAY NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED IN SOME CASES, STRAIGHT TALK, ITS EMPLOYEES, LICENSES AND AFFILIATES’ LIABILITY SHALL BE LIMITED TO U.S. $50.

INDEMNIFICATION: You agree to indemnify and hold harmless Straight Talk from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys’ fees on account thereof resulting from your use of the Services, whether based in contract or tort, including strict liability) and regardless of the form of action.

6. CONFIDENTIALITY

Each Party will use commercially reasonable efforts to maintain the other Party’s Confidential Information in confidence and to not use or disclose any portion of the other Party’s Confidential Information to third parties, except as reasonably necessary to perform this Agreement and as expressly authorized in this Agreement.

7. DISPUTE RESOLUTION

You agree that you will first contact us with any dispute and provide a written description of the nature of the dispute, all relevant documents and other information concerning the dispute and your proposed resolution before taking any legal action. You must forward your written dispute to: Straight Talk Legal Department, Attn: Customer Disputes, 9700 NW 112 Ave, Miami, FL 33178.

If we are unable to reach a resolution of your dispute within 60 days of your notice to us, you agree that instead of filing a lawsuit or small claims action in a court of law, you will submit the dispute to binding arbitration as set forth in this provision.

BINDING ARBITRATION: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR STRAIGHT TALK DEVICE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED IN SOME CASES, STRAIGHT TALK, ITS EMPLOYEES, LICENSES AND AFFILIATES’ LIABILITY SHALL BE LIMITED TO U.S. $50.

LIMITATION OF LIABILITY: for arbitration proceedings shall be governed by the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Straight Talk agree that any arbitration will be conducted on an individual basis and not on a class-wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person’s claims, and may not otherwise proceed over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Straight Talk in accordance with
the WIA Rules, except that Straight Talk will reimburse you for the amount of the filing fee in the event you prevail
in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and
presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the
extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted
by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Straight Talk
and you agree otherwise, the location of any arbitration shall be Miami, Florida. Except where prohibited by law,
Straight Talk and you agree that no arbitrator has the authority to award punitive damages or any other damages
not measured by the prevailing party’s actual damages. Neither you nor Straight Talk shall disclose the existence,
contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may
be entered by any court having jurisdiction.

8. CHOICE OF LAW
These Terms shall be construed under the laws of the state in which You reside within the United States without
regard to the choice of law rules of that state, except for the arbitration provision contained in these Terms and
Conditions, which will be governed by the Federal Arbitration Act. If you reside outside of the United States, these
Terms shall be construed under the laws of the State of Florida. This governing law provision applies no matter
where You reside, or where You use or pay for the Services.

9. ENTIRE AGREEMENT
This Agreement, along with the documents referenced herein, constitutes the entire agreement between the
Parties concerning the subject matter hereof, superseding all previous agreements, proposals, representations,
or understandings, whether oral or written.

The Parties may waive this Agreement only by a writing executed by the Party against whom the waiver is sought
to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition
under this Agreement, and no act, omission or course of dealing between the Parties operates as a waiver or
estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that
instance and only for the purposes stated.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions
of this Agreement remain in full force, if the essential provisions of this Agreement for each Party remain valid,
legal and enforceable.

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Should You use the Agnik Vyncs Data Service, the following terms and conditions will apply to
You and Agnik, Inc.:  

AGNIK, LLC VYNCs DATA END USER LICENSE AGREEMENT (EULA)

This is an Agreement between you, the end user, and Agnik, LLC. By using the VYNCS DATA (as defined in this
agreement), (the “System”) you are agreeing to be bound by the terms of this Agreement and you also accept
the Vyncs Privacy Policy enclosed in this agreement. If you do not agree with the terms of this Agreement, you
may not use the VYNCS DATA in the Car Connection Portal.

VYNCS DATA
- Vehicle Health
  » Vehicle Health Alerts
  » Vehicle Maintenance Alerts
  » Vehicle Health Scores
  » Vehicle Recall Information
- Driver Behavior
  » Driver Score
  » Driver Alerts from OBD Data, not from GPS data
- Fuel Consumption
  » Personalized Fuel Savings Tips
  » Fuel Consumption

LICENSE TERMS AND CONDITIONS
THE LICENSED SYSTEM
The System consists of Agnik’s utility patent 7,715,961. Patent Applications 20100017870, 13,173,408 and other
patents pending on OnBoard Fleet, Vehicle, and Driver Monitoring Techniques. Agnik’s copyrighted computer
program for the use of those processes and related functions and compilations of vehicle and driver data are
proprietary to Agnik’s or its licensors. The System is protected by U.S. and foreign copyright laws. You have
no ownership rights in the System. Rather, you have a license to use the System as long as this Agreement
remains in full force and effect.

INFORMATION COLLECTION ABOUT YOU AND YOUR VEHICLE
By using VYNCS DATA embedded in the Car Connection Portal you allow us to collect the following information
about yourself and your vehicle:
- Information you provide at the Car Connection portal. For example, the Car Connection services require
  you to sign up for a Car Connection account for accessing VYNCS DATA. When you do, you are asked for
  personal information, like your name, email address, telephone number, and your vehicle information.
- Information we get from your use of our services. We may collect and store information from the services
  that you use and how you use them, like the health condition of your vehicle, how you drive, and your
  location information.
- Unique Device Number: You purchase a device from a Third Party other than Agnik. This device has a serial
  number which is stored in our system and associated with your vehicle.

You agree that we may use information we collect in the following ways:
- We use the information we collect from all of our services to provide VYNCS DATA, maintain, protect and
  improve them, to develop new ones, and to protect Agnik and our users. We also use this information to offer
  you tailored content – like providing you with analytics tailored to your vehicle and your driving behavior.
  Please note that Agnik does not provide any of the location-related features at the Car Connection portal. We
  may use your vehicle and driving data for providing other Agnik services.
• When you contact customer service, we may keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.

YOUR USE OF THE SYSTEM
Permitted Use. Provided that you have purchased a valid license, this Agreement permits you to use the System on a non-exclusive basis for personal, reference or business purposes, all as further set forth later in this Agreement. You may use the System as instructed by the documentation to perform its designed functions only for the purposes authorized by this Agreement. Legend. Any System output that is provided to a third party must include the following credit and copyright notice: Copyright ©AGNIK, LLC. All Rights Reserved. You may not remove, alter, or conceal any copyright or trademark notices appearing on any System output.

You understand and agree that the Agnik trademarks, trade names, service marks, copyrights and other proprietary rights of Agnik are and shall remain the sole and exclusive property of Agnik, and that you will not hold yourself out as having any ownership rights thereto. You further agree that you will make no use of such rights except as provided in this Agreement.

PROHIBITIONS ON USE
No Commercial Use. You do not have the right to sell, or to reproduce or distribute for sale, any part of the System or output of the System alone or in combination with any other text, data, software, or graphic matter.

No Interactive Use. You do not have the right to combine the System interactively with the operation of other software unless licensed to do so by Agnik.

No Modifications or Decompilation. You have no right to modify the System in any way, incorporate any part or product of it into a compilation or create any derivative work. You may not reverse engineer, decompile, disassemble or otherwise access source code or the logical structure and contents of the System database.

No Third Party/Service Bureau Use. You may not (a) permit any third party to use the System or transfer, disclose or otherwise make available the System to any third party, (b) use the System in the operation of a service bureau. You agree to secure and protect the System in a manner consistent with the maintenance of Agnik’s rights therein and to take appropriate action by instruction or agreement with the other users under your account who are permitted access to the System to satisfy your obligations hereunder.

No Ownership of Vehicle Data. You agree that Agnik remains the sole owner of all VYNCS DATA, all representations and derivatives of VYNCS DATA and reports generated from the vehicles using VYNCS DATA.

No Copies. The copying of the System, any portion of the System, or any of the printed materials accompanying the System is strictly prohibited.

All rights regarding VYNCS DATA and any associated reports not specifically granted by this Agreement are reserved by Agnik.

WARNING, WARRANTIES, DISCLAIMER
Agnik does not provide warranties on the services acquired from others or anything in the Car Connection portal that is not related to VYNCS DATA, e.g., any location/GPS related features, even if acquired with Agnik’s assistance. Unless otherwise agreed in writing, downtime is not a breach of this Agreement by Agnik and will not entitle the End-User to any refunds or credits from Agnik.

Disclaimer of Warranty on Onboard and Web Portal Software. Neither Agnik nor its licensors warrant the completeness or accuracy of the results of the VYNCS DATA, or that its use will meet your needs or be uninterrupted or error-free. PROVIDED THAT END-USER HAS A VALID LICENSE, AGNIK GUARANTEES THAT FOR A PERIOD OF 90 DAYS FROM THE DATE OF SALE TO USE VYNCS DATA OR THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW IT WILL PERFORM SUBSTANTIALLY AS DESCRIBED IN THE USER MANUAL PROVIDED DIRECTLY BY AGNIK ONLY ON REQUEST; IN THE EVENT THAT VYNCS DATA FAILS TO COMPLY WITH THIS GUARANTEE, AGNIK WILL ISSUE UPDATES/PATCHES TO THE VYNCS DATA AT NO COST TO THE END-USER, THIS GUARANTEE IS VOID IF FAILURE OF THE VYNCS DATA RESULTS FROM ACCIDENT, ABUSE OR MISAPPLICATION. THE END-USER AGREES THAT THE ABOVE GUARANTEE IS THE SOLE GUARANTEE IN RELATION TO THE SOFTWARE AND ANY SUPPORT SERVICES.

While VYNCS Technology makes every effort to collect all the diagnostic information from the Vehicle, it may not always report all the health-issues or fuel consumption related information about the vehicle. Among other things, VYNCS may not report some manufacturer-specific vehicle health issues that turn on some of the vehicle dash board lights. VYNCS DATA is for informational purposes only and it is not intended for use in vehicle repairs without consultation with a qualified technician. Agnik nor its licensors, resellers, or subsidiaries are responsible for any actions you may take on any vehicles. You should always consult a qualified technician before performing any repair or maintenance operation on a vehicle.

User acknowledges that the Car connection portal reports location information once every five minutes while the vehicle is on, once every hour when the vehicle is off, and all VYNCS DATA once every twenty-four hours or every time the vehicle is driven, whichever comes later.

The device that you install, in your vehicle draws power at all times. Although the Agnik on-board software tries to minimize that power draw as much as possible, depending on your vehicle’s battery or other related subsystem conditions, you may experience low battery voltage issue if your vehicle is not driven for a few days at a time or if you are going for a vacation. Agnik strongly suggest that you disconnect the device from the OBDII port if you are going for a vacation or plan not to drive your vehicle for more than a couple of days at a time.

Agnik is not responsible for (A) delays in delivery, installation or providing the service, no matter who caused the delay; anything outside Agnik’s reasonable control or resulting from end-users’ breach, or an item acquired from a third-party directly acquired by the end-user and used in conjunction with Agnik’s services. End user acknowledges that onboard hardware is a wireless device and that some data (such as GPS data) cannot be collected using the onboard hardware once it travels beyond a certain range. The delivery of the VYNCS DATA from the in-vehicle onboard hardware to the web portal may also get delayed because of this. The software services are dependent on the coverage area of wireless networks owned and operated by third parties. Coverage areas are approximate and do not cover certain significant portions of North America. Actual capacity, system and equipment upgrades, repairs, maintenance, modifications, relocation, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, and other acts of God, and other conditions that are beyond Agnik’s control. End-user understands that Agnik and the underlying carrier cannot guaranty the security of the wireless transmissions, and will not be liable for any lack of security relating to the use of the software services.

The VYNCS DATA may not be available if the vehicle is in an enclosed space, in building, between buildings, underground, or in canyons. The services are dependent on the
AVAILABILITY OF THE INTERNET, WHICH IS OWNED AND OPERATED BY AND ACCESSED THROUGH THIRD PARTIES. AGNIK DOES NOT WARRANT THAT THE RECEIPT OF VYNCS DATA AND OTHER CONTENT RELATED TO VYNCS DATA FROM THE ONBOARD HARDWARE WILL BE UNINTERRUPTED, OR THAT THE TRANSMISSION OF DATA FROM AGNIK TO THE CAR CONNECTION PORTAL WILL ALWAYS BE TIMELY OR COMPLETE. END-USER ACKNOWLEDGES THAT VYNCS DATA SHALL NOT PREVENT OR DETECT ALL VEHICLE PROBLEMS, OR GUARANTEE THAT AN END-USER VEHICLE WILL NOT BREAK DOWN OR GUARANTEE THAT END-USER (S) WILL NOT INCUR VEHICLE REPAIR BILLS. END-USER ACKNOWLEDGES THAT THE VYNCS DATA SHOULD NOT BE USED IN LIEU OF A VEHICLE WARRANTY OR STANDARD VEHICLE MAINTENANCE. END-USER ACKNOWLEDGES THAT VYNCS DATA DOES NOT DETECT FAILURES IN INTERNALLY LUBRICATED PARTS AND SYSTEMS NOT MONITORED BY YOUR VEHICLE'S COMPUTER. END-USER ALSO ACKNOWLEDGES THAT VYNCS DATA ONLY MONITORS A SUBSET OF THE VEHICLE SYSTEMS. END-USER ACKNOWLEDGES THAT IF THE LOCATION-BASED DATA OR LOCATION-BASED SERVICES ARE USED TO ATTEMPT TO LOCATE A VEHICLE (E.G. A STOLEN VEHICLE), AGNIK DOES NOT GUARANTEE THAT THE VEHICLE WILL BE SUCCESSFULLY LOCATED AND/OR RECOVERED. IN THE EVENT THE VYNCS DATA IS NOT ACTUALLY AVAILABLE OR IS NOT FUNCTIONING PROPERLY ON A PARTICULAR MAKE/MODEL OF VEHICLE, AGNIK SHALL HAVE THE SOLE RIGHT TO REFUSE TO PROVIDE A REPLACEMENT VYNCS DATA SERVICE.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE VYNCS DATA IS LICENSED "AS IS". AGNIK DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AGNIK DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. NO CONSEQUENTIAL DAMAGES. ALL VYNCS DATA AND AGNIK ANALYTICS SHOULD BE USED FOR INFORMATIONAL PURPOSE ONLY, AS A TOOL FOR DECISION SUPPORT. MANY OF THE ANALYTICS IN VYNCS DATA ARE GENERATED BASED ON A COLLECTION OF POWERFUL DATA MINING AND STATISTICAL TECHNIQUES. WHILE AGNIK MAKES EVERY EFFORT TO MAKE THEM AS ACCURATE AS POSSIBLE, THE PERFORMANCE OF THESE ALGORITHMS DEPENDS ON VARIOUS ISSUES SUCH AS AMOUNT OF DATA ANALYZED, ITS QUALITY, AND THE TECHNIQUES THEMSELVES. SOMETIMES, JUST LIKE THEIR HUMAN COUNTERPARTS, DATA ANALYSIS TECHNIQUES MAY PRODUCE RESULTS THAT MAY NOT BE CORRECT. BAD SENSORS MAY ALSO REPORT INCORRECT DATA. YOU SHOULD ALWAYS VERIFY EVERY ITEM IN THE REPORTS WITH QUALIFIED TECHNICIANS. IN NO EVENT SHALL AGNIK OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, VOIED VEHICLE MANUFACTURER'S OR ANY OTHER PARTY'S WARRANTY FOR YOUR VEHICLE OR ANY VEHICLE PARTS AND OR LABOR, LOSS OF REVENUES OR PROFITS, ANY INCURRED COST RESULTING FROM THE USE OF THE DEVICE OR VYNCS DATA EVEN IF AGNIK OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RESTRICTIONS
This warranty does not apply if the System (a) has been altered, except by Agnik or as authorized herein, (b) the Onboard hardware has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Car Connection product documents only in regard to VYNCS DATA, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident or (d) is licensed, for beta, evaluation, testing or demonstration purposes for which Agnik does not receive a payment of purchase price or license fee.

TERMINATION AND TRANSFER
Agnik may terminate this Agreement at any time for any reason, including, but not limited to, if Agnik finds that you have violated any of the terms of this Agreement or that you have attempted to exceed the licensed uses in any way. Termination will be effective upon written notice to you. Upon termination of this Agreement you agree that Agnik will stop providing VYNCS DATA and all related services. Termination is in addition to and not in lieu of any other remedies available to Agnik. All provisions relating to property rights shall survive termination. You are not authorized to transfer your rights under this Agreement.

OTHER
This Agreement contains the complete understanding between the parties and supersedes and replaces any prior or contemporaneous agreement or understanding, whether oral or written, with respect to its subject matter. This Agreement shall be governed by the laws of the State of Maryland, applicable to agreements wholly executed and wholly performed in Maryland. Any action relating to this Agreement shall be brought to federal or state court in Maryland and the parties consent to the personal jurisdiction of either such court.

U.S. GOVERNMENT RIGHTS IN COMMERCIAL SOFTWARE
Use, duplication or disclosure by the Government is subject to restrictions set forth in the commercial computer software license agreement under which the software is delivered by Agnik and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) or DFARS 227.225-7013 (OCT 1988), as applicable, or FAR 12.212(a), FAR 52.227-14 or FAR 52.227-19, as applicable.

Last Modified: October 15, 2012.
AGNIK LLC
8840 Stanford Blvd., Suite 1300
Columbia, MD 21045, USA
Should You order or use the ZoomSafer Services, the following terms and conditions will apply to You and AEGIS Mobility.

ZoomSafer License Agreement for Drivers

THIS LICENSE AGREEMENT FOR DRIVERS (THIS “AGREEMENT”) IS BY AND BETWEEN AEGIS MOBILITY (“ZOOMSAFER”) AND THE DRIVER OBTAINING THE SERVICE (“DRIVER”).

1. SERVICE
a) Generally. Additional terms applicable to specific services provided at the end of this Agreement. ZoomSafer will make available to Driver the applicable ZoomSafer service, including access to any software, information, technology provided by ZoomSafer and the Service, any modifications or derivative works of and any copies of the foregoing, and all intellectual property rights related to all of the foregoing, will be owned by ZoomSafer.
b) Description and Modifications. The Service is described in more detail in technical documentation provided by ZoomSafer to Driver describing the functionality of the Service (the “Documentation”).
c) SPECIAL NOTE ABOUT THE SOFTWARE AND SERVICE. DRIVING IS AN INHERENTLY DANGEROUS ACTIVITY THAT REQUIRES FULL ATTENTION BY THE VEHICLE OPERATOR. THE SERVICE PROVIDES A NUMBER OF FUNCTIONS INTENDED TO REDUCE DISTRACTIONS FROM A MOBILE DEVICE WHILE DRIVING. ANY USE OF A MOBILE DEVICE WHILE DRIVING DIVERTS THE ATTENTION OF A VEHICLE OPERATOR FROM THE ROAD AND COULD RESULT IN A CRASH. ADDITIONALLY, USING A MOBILE DEVICE WHILE DRIVING MAY BE ILLEGAL IN CERTAIN JURISDICTIONS. DRIVER IS RESPONSIBLE FOR KNOWING THE LAWS OF THE JURISDICTION IN WHICH THEY DRIVE AND FOR COMPLYING WITH SUCH LAWS AS WELL AS ALL OTHER PRECAUTIONS NECESSARY FOR SAFE DRIVING.

2. PAYMENT TERMS
a) Payment terms, as appropriate, are as described when Driver signs up for the applicable Service. Without limiting other terms, failure to make timely payments will result in termination of the Service.

3. RESTRICTIONS
a) Driver shall use the Service (including any software, information or other technology provided by ZoomSafer) only for its personal purposes. Any use of such software, information or other technology provided by ZoomSafer is permitted only in conjunction with the Service and not with any technology or service provided by any party other than ZoomSafer unless explicitly authorized in writing by ZoomSafer.
b) Except to the extent expressly permitted in this Agreement, Driver shall not: (i) permit any third party to use any software, information or other technology provided by ZoomSafer; (ii) market, sell, rent, lease, disclose, distribute, sublicense or otherwise offer or transfer any software, information or other technology provided by ZoomSafer (or any portion thereof); (iii) make copies of any software, information or other technology provided by ZoomSafer (or any portion thereof); (iv) access the Service through any means other than any software, information or other technology provided by ZoomSafer; (v) access any other technology provided by ZoomSafer in conjunction with a single Driver cell phone, personal digital assistant (“PDA”) or other mobile device specified during the registration process (“Designated Mobile Device”) and through the ZoomSafer website or as otherwise permitted by ZoomSafer; (vi) use any software, information or other technology provided by ZoomSafer (or any portion thereof) for commercial time-sharing, service bureau or any other commercial use; (vi) reverse engineer, disassemble, decompile or otherwise attempt to derive the source code from software (if any) provided by ZoomSafer; (vii) use such software, information or other technology provided by ZoomSafer for any evaluation of the structure or design of such software or other technology or any other form of comparative analysis, or permit any third party to do any of the foregoing; (viii) modify or create any derivative works based on any software, information or other technology provided by ZoomSafer; or (ix) alter, remove or obscure any copyright, trademark or other protective notices contained in or on any portion of any software, information, or other technology provided by ZoomSafer and/or any software, information or other technology provided by ZoomSafer or audibly announced by the Service.

4. OWNERSHIP
Any software, information, or other technology provided by ZoomSafer is licensed, not sold. As between Driver and ZoomSafer, all rights, title and interest in and to any software, information, or other technology provided by ZoomSafer and the Service, any modifications or derivative works of and any copies of the foregoing, and all intellectual property rights related to all of the foregoing, will be owned by ZoomSafer.

5. COMPLIANCE WITH LAW, NOTIFICATIONS, AND PERMISSIONS
Driver is responsible for compliance with all federal, state, local and foreign laws applicable to Driver’s and any Driver’s use of the Service and any software, information, or other technology provided by ZoomSafer. Driver will indemnify and hold harmless ZoomSafer against all losses, liabilities, judgments, awards, and costs arising out of or relating to this Service.

6. TERM AND TERMINATION
a) The Agreement for each applicable Service will begin on the date of first use and will continue for the period agreed to by Driver.
b) ZoomSafer reserves the right to immediately terminate this Agreement, Driver’s use of any software, information, and other technology provided by ZoomSafer, Driver’s access to and use of the Services, at any time and for any reason, without or with written notice. Upon termination of this Agreement, and any payment obligations hereunder, will survive termination of this Agreement.

7. THIRD PARTY APPLICATIONS AND CONTENT
a) The Service may require use of technology (including hardware and software) and information provided by third parties, including the mobile carriers, email and SMS programs, Bluetooth hardware, data from GPS and telematics services/providers, cell phone usage data from mobile carriers or email applications and servers, and phone dialers and other applications. The Service may send or receive information and electronic data in conjunction with these third party technologies and information, and the malfunctioning, failure, latency, accuracy or other errors of such third party technology and information, including any software, information, and other technology provided by ZoomSafer and/or Service. This Agreement does not apply to any such third party technology or information. ZoomSafer is not responsible for any functionality, content, suitability, privacy, support or other attributes of the technology and information that Driver may request from or deliver to a Designated Mobile Device or in conjunction with the functioning of Software and/or Service.
b) Driver may request from or deliver to a Designated Mobile Device or in conjunction with the functioning of Software and/or Service.

8. LIMITED WARRANTY AND DISCLAIMER OF WARRANTY
a) Provided that Driver complies with the technical and use requirements of this Agreement, including the Documentation, ZoomSafer warrants for a period of ninety days after Driver first uses the Service, the applicable Service will materially comply with the Documentation. As Driver’s sole remedy for such violation, ZoomSafer will use reasonable efforts to repair any noncompliance. If ZoomSafer is unable to do so, ZoomSafer will refund the amounts paid for the applicable Service and will terminate the Agreement as it applies to such Service.
b) DISCLAIMERS. i) EXCEPT AS PROVIDED IN THIS SECTION THE SERVICE AND SOFTWARE, INFORMATION, AND OTHER TECHNOLOGY PROVIDED BY ZOOMSAFER ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. ZOOMSAFER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. ZOOMSAFER DOES NOT WARRANT THAT SOFTWARE, INFORMATION, OR OTHER TECHNOLOGY
10. INDEMNITY

Driver agrees to defend, indemnify and hold harmless ZoomSafer and its employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers an members from and against all claims, losses, delivery failures, or damages resulting from such problems. Driver understands and agrees that it downloads or otherwise obtains material or data through the service at its own discretion and risk. Driver acknowledges that ZoomSafer does not guarantee the completeness of event and other data captured through the service. The data captured may be susceptible to delays as well as missing data due to handset performance, the mobile network, mobile carrier billing data, email applications and logs, 3rd party services including telematics vendors and other technology beyond ZoomSafer’s control.

vi) Driver further acknowledges and agrees that the warranty disclaimers and the limitations of liability in this agreement reflect a reasonable and fair allocation of risk between Driver and ZoomSafer. vii) For consumers obtaining the software/service from a 3rd party. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, but only as to defects discovered during the period of this limited warranty (ninety days). As to any defects discovered after the ninety day period there is no warranty or condition of associational status/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the service after the expiration of the ninety day limited warranty period are not covered by any warranty or condition, express, implied or statutory.

11. PRIVACY POLICY

ZoomSafer’s Privacy Policy is available at http://www.ZoomSafer.com/privacy-statement.aspx, and is incorporated herein by reference. ZoomSafer will provide Driver with notice of any updated Privacy Policy and inform Drivers that such policy applies to the Drivers’ use of the Service. Please note: the information gathered by ZoomSafer is stored in the United States of America and is subject to American law.

12. GOVERNMENT RIGHTS

This Agreement does not apply to government usage of the ZoomSafer service. Usage of the ZoomSafer service by government entities is by separate agreement.

13. MISCELLANEOUS

a) Data. ZoomSafer collects personally identifiable information, such as e-mail address, name, home or work address or telephone number. Depending on the nature of the technology used in conjunction with ZoomSafer services when a vehicle is driven, ZoomSafer may collect information based on the type of technology used. For example, if GPS technology is used in conjunction with ZoomSafer services, ZoomSafer may collect data concerning location, speed, and number of satellites. Through use of ZoomSafer services, ZoomSafer may identify when and Driver is driving. ZoomSafer services may correlate driving and mobile telecommunications behaviors and generate reports regarding such activity. ZoomSafer may generate aggregated, non-personally identifiable information based on the foregoing. ZoomSafer may use such aggregated data for research and development purposes, including marketing (by either ZoomSafer or third parties); provided, however, that Driver will not be identifiable in such data.

b) Force Majeure. ZoomSafer shall not be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, acts or omissions of carriers or suppliers, failure or unavailability of the Internet or any telecommunication services or other causes beyond its reasonable control.

c) Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties acknowledge that this agreement constitutes the entire agreement between Driver and ZoomSafer concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, agreements or negotiations between the parties relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

e) No Waiver. No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

f) Export Controls. Driver shall comply with all export laws and regulations applicable to the software, information, and other technology provided by ZoomSafer and the Service. The software, information, and other technology provided by ZoomSafer the Service may not be downloaded or otherwise exported or re-exported (i) to any country to which the U.S. Treasury Department’s Iran, Syria, Cuba, North Korea, or lesbian, gay, bisexual, or transgender, or (ii) anyone on the U.S. Treasury Department’s list of specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders. Driver represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

g) Governing Law. This Agreement will be governed by the laws of the Commonwealth of Virginia, USA, without reference to its conflicts of laws provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Virginia or in state court in the County of Fairfax, Virginia, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
The following is added to the warranty disclaimer above:

3. DISCLAIMER OF WARRANTY

2. REGISTRATION

If you have obtained ZoomSafer Mobile, the following additional terms apply:

1. SOFTWARE AND SERVICE

a) Generally. ZoomSafer Mobile (“ZS Mobile”) also includes the ZoomSafer Driver application software provided by ZoomSafer for installation on the Designated Mobile Device together with any updates, revisions,纠错性 corrections and enhancements to such software that ZoomSafer may provide, and any manuals, handbooks and other written or electronic material accompanying such application software (the “Handset Software”).

b) Limited License – Handset Software. Subject to Driver’s compliance with the terms and conditions of this Agreement, ZoomSafer hereby grants to Driver a non-exclusive, non-transferable, revocable, non-sublicensable, limited license to install and use the Handset Software on the single Designated Mobile Device and to access such web services such as websites, administrative portals and Driver portals. Driver shall use the Handset Software only on a single Designated Mobile Device.

c) Delivery. ZoomSafer, or, if applicable, a ZoomSafer reseller, will make the Handset Software available for the Designated Mobile Device and will inform Driver of the applicable methods for accessing such Handset Software.

2. REGISTRATION

If you have obtained ZoomSafer Vision, the following additional terms apply:

1. REGISTRATION AND SET UP

2. INFORMATION COLLECTED AND INTENDED USE

3. CELL PHONE DATA

4. TELEMATICS AND TRIP DATA

5. EMAIL DATA

6. OTHER DATA

7. FAIR CREDIT REPORTING ACT (“FCRA”)

If you have obtained ZoomSafer Vision, the following additional terms apply:

1. REGISTRATION AND SET UP

2. INFORMATION COLLECTED AND INTENDED USE

3. CELL PHONE DATA

4. TELEMATICS AND TRIP DATA

5. EMAIL DATA

6. OTHER DATA

7. FAIR CREDIT REPORTING ACT (“FCRA”)
HEALTH AND SAFETY INFORMATION

Audiovox® Car Connection

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

FCC Caution: Any changes or modifications not expressly approved by the party responsible for compliance could void the user’s authority to operate this equipment. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

Radiation Exposure Statement:
This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with minimum distance 20cm between the radiator & your body.