

This Agreement is between the Agreement Holder (“YOU” and “YOUR”) identified on the attached Customer Registration (“Registration”) Agreement page, and Triple Protection Auto Care, Inc., Dba Tri-PAC (“WE”, “US” and “OUR”). It provides for YOU to receive the services listed under the RECOVR-THEFT PROTECTION LIMITED WARRANTY Program Benefit(s) below for the vehicle identified by the Vehicle Identification Number (“Vehicle”) on the Registration page. Coverage is subject to the terms, limitations and conditions set forth in this Agreement. This Agreement is not an insurance policy, or a guarantee.

1. **SECTION 1. AGREEMENT TERM. THIS LIMITED WARRANTY AGREEMENT IS EFFECTIVE FROM THE EFFECTIVE DATE LISTED ON THE CUSTOMER REGISTRATION AGREEMENT PAGE AND SHALL EXPIRE 36 MONTHS FOLLOWING THE EFFECTIVE DATE INDICATED.**

2. **DEFINITIONS.**

- A. **PRIMARY INSURANCE** shall mean the physical damage insurance coverage provided by an Insurance company(is) on or for Your Vehicle listed on the Registration.
- B. **ADMINISTRATOR** shall mean the entity that administers this Limited Warranty for US and listed in the Agreement.
- C. **RECOVR THEFT DETERRENT SYSTEM** shall mean a RecovR Theft Deterrent device installed on the vehicle listed on this Registration Agreement.
- D. **DEALER** shall mean the licensed DEALER named on the Customer Registration Agreement page.
- E. **AGREEMENT HOLDER** shall mean the person, (“YOU” and “YOUR”) listed on the Registration.
- F. **VEHICLE** shall mean a motorized automobile or truck listed on the Registration with.
- G. **RECOVR THEFT PROTECTION** shall mean Protection of the Vehicle due to theft and not recovered.
- H. **REPLACEMENT VEHICLE** shall mean a Vehicle purchase or leased by Customer listed on the Registration to replace the original Vehicle.
- I. **AGREEMENT EFFECTIVE DATE** shall mean the Date the Agreement is purchased.

3. **RECOVR THEFT PROTECTION LIMITED WARRANTY BENEFITS and LIMITATIONS.** The vehicle listed on the Customer Registration Agreement must have a properly installed RECOVR Theft Deterrent System installed on the Vehicle.

A. RecovR Theft vehicle anti-theft device installed on a New or Used Vehicle warrants that the RecovR Theft Limited Warranty device will be an effective theft deterrent. This Limited Warranty theft remedy is a one-time benefit under this Agreement. The purchase of the vehicle protection is optional and is not required in order to finance, lease, or purchase a motor vehicle. If the Vehicle is stolen and not recovered within 30 days, YOU will receive the following benefit:

- a. **RecovR-10000 Coverage:** If YOU have consented and purchased the RecovR Theft Protection Limited Warranty Device, ten thousand (\$10,000) dollar benefit on the attached Registration, and satisfy the requirements listed in the Claim Procedure section of this Agreement YOUR RecovR Limited Warranty theft benefit will be:
 - i. \$10,000 benefit paid directly to **YOU**

- ii. Payment of **Your** Primary Insurance company's (or companies') deductible (where allowed by law and up to a limit of the maximum allowed by law or \$1,000 whichever is less), if incurred by **YOU**.

B. CLAIM PROCEDURE. YOUR responsibility to qualify for payment of benefits under the RecovR Theft Protection Limited Warranty YOU must Notify the Claims Department at 1-833-225-9557 to initiate YOUR claim. YOU can also submit YOUR claim via email to claims@tripac.net. YOU will also need to complete and satisfy the following:

- a. Provide EITHER agreement number or last 6 of covered vehicle VIN.
- b. Have in force at time of loss an automobile comprehensive insurance policy covering the Vehicle listed on the Registration page.
- c. Report the theft to YOUR comprehensive theft insurance carrier and the Police dept within 24 hours of YOUR knowledge of the theft.
- d. Notify OUR claims department within 7 days of YOUR knowledge of theft.
- e. Provide a copy of the Police report (with VIN included) within 30 days of theft.
- f. Provide a copy of the Insurance settlement check and proof of loss within 30 days of the date of settlement.
- g. Provide a copy of YOUR automobile comprehensive insurance policy.
- h. These documents should be sent, faxed, or emailed to:

Triple Protection Auto Care, Inc. DbA Tri-PAC
7200 S. Alton Way, Suite C-200
Centennial, CO 80112
Telephone: 1-877-963-9372
Fax: 303-798-2480
Email: claims@tripac.net

ALL documents must include the Agreement Number of the RecovR Theft Protection Limited Warranty Customer Registration Agreement of the Claimant and be legible – or benefits could be suspended until legible copies have been received. Claims must be filed within 30 days of the insurance settlement date or claims will be void. If YOU have questions concerning the filing of a claim, please call US at 1-877-963-9372.

C. EXCEPTIONS AND EXCLUSIONS.

- a. No coverage is provided for losses resulting from fraudulent or illegal acts of the Agreement Holder whether acting alone or in collusion with others.
- b. If YOUR device is non-functional and/or RecovR mobile app is not connected to YOUR RecovR device. YOU must contact Kudelski IoT at 833-225-9957 or contact us by email at support@recovrmycar.com during the Limited Warranty Period to explain the Defect. Kudelski IoT will troubleshoot the matter, and in the event Kudelski IoT is unable to resolve the issue, Kudelski IoT shall issue a Return Materials Authorization ("RMA") number, if necessary. Upon receipt of the RMA, You shall arrange to have the defective RecovR Product returned to Kudelski IoT. Kudelski IoT shall be responsible for providing you with a replacement RecovR Product.

Within thirty (30) days of Kudelski IoT's issuance of an RMA, Kudelski IoT shall deactivate the defective RecovR Product and activate the replacement RecovR Product. Replacement

of a defective RecovR Product does not restart or extend the Limited Warranty Period. Until such time as you install and activate your replacement RecovR Product, the Service will not be available to YOU.

- c. Only the actual cash value (ACV) of the Vehicle at time of theft will be paid if the primary comprehensive insurance company settlement is less than the above stated benefits.
 - d. No benefits are provided if the Vehicle is stolen and recovered within 30 days of the date of theft as stated on the police report.
 - e. No coverage is provided for incidental or consequential damages such as loss of time or use, inconvenience, commercial loss, personal injury, or property damage.
 - f. No coverage is provided for damages or failures beyond OUR control including, without limitation, collision, accident, vandalism, fire, submersion, improper repairs, corrosion, contamination, or chemical damage.
 - g. YOUR Vehicle is not covered, nor are We liable for delays in performance or failure to perform in whole or in part under the terms of the Agreement due to labor dispute, strike, shortages, acts of war, civil commotion, accident, fire, flood, acts of god or other causes beyond OUR control.
 - h. All losses outside of the United States and Canada are excluded from coverage of this Agreement.
 - i. Wherever possible, each provision of this Limited Warranty shall be interpreted in such a manner as to be effective and valid pursuant to applicable laws. If any provision of this Limited Warranty is prohibited by or invalid pursuant to applicable law, such provision shall be ineffective.
4. **GENERAL PROVISIONS.** Only the program and benefits listed here are covered by this Agreement.
5. **NON-CANCELLABLE.** That this Limited Performance Warranty cannot be cancelled or terminated by YOU.
6. Our Performance to YOU, under this Agreement is guaranteed by an approved insurance company. YOU may file a claim with the insurance company, if any promise made in this Agreement has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth MN 55441, Telephone: (800) 888-2738. If the Obligor fails to pay an authorized claim within sixty (60) days, or If the obligor becomes insolvent or ceases to conduct business during the term of this Agreement, YOU may submit your claim directly to the applicable insurer at the above address for consideration.
7. **CONSEQUENTIAL DAMAGES.** This contract does not allow YOU to recover any liability for property damage, injury to or death of any persons arising out of the operation, maintenance or use of YOUR Vehicle, whether related to this Agreement, including damages associated to loss of time, profit, inconvenience, consequential damages, or any other loss that results from a failure.
8. **ADMINISTRATOR:** The Selling Dealership has retained the services of an Administrator for this Agreement.

Triple Protection Auto Care Inc., DbA Tri-PAC
7200 S. Alton Way Ste C-200
Centennial CO 80112

Telephone: 1-877-963-9372

9. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND NO ONE IS AUTHORIZED TO ASSUME FOR TRIPLE PROTECTION AUTO CARE INC., Dba Tri-PAC ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THESE PRODUCTS. TRIPLE PROTECTION AUTO CARE INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGE OF WHATEVER KIND AND SHALL ONLY BE REQUIRED TO PERFORM THE REMEDIES LISTED HEREIN.
10. ARBITRATION. In the event YOU and the Administrator fail to agree to the amount of a covered service, or whether coverage is provided under this Agreement, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA). Arbitration shall proceed solely on an individual basis without the right for any dispute to be arbitrated on a class action basis or on a bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to disputes between YOU and the Administrator alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. The parties agree that arbitration will be heard by a single arbitrator either by telephone or in the county of Administrator. For all non-frivolous claims, the Administrator shall pay the arbitrator's fees. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be selected by a court of competent jurisdiction, each party to bear its own costs.

In the following states, only this form can be used: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MT, MS, MO, NE, ND, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WY.

FACTS	WHAT DOES TRIPLE PROTECTION AUTO CARE, INC. DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none">■ Social Security number and income■ Account balances and payment history■ Credit history and employment information When you are no longer our customer, we continue to share your information as described in this notice.		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Triple Protection Auto Care, Inc. chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Triple Protection Auto Care, Inc. share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		No	No
For our marketing purposes – to offer our products and services to you		No	No
For joint marketing with other financial companies		No	No
For our affiliates' everyday business purposes – Information about your transactions and experiences		No	We don't share
For our affiliates' everyday business purposes– Information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share

Page 2

Who we are	
Who is providing this notice?	Triple Protection Auto Care, Inc.
What we do	
How does Triple Protection Auto Care, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Triple Protection Auto Care, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Apply for financing ■ Give us your income information or provide employment information ■ Provide account information or give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes–information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Triple Protection Auto Care, Inc. has no affiliates.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ Triple Protection Auto Care, Inc. does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Our joint marketing partners include finance companies.
Questions?	<p>Contact Triple Protection Auto Care, Inc., Address: 7200 South Alton Way, Suite C200, Centennial, CO 80112, Phone: 1-877-963-9372.</p>

FORTEGRA 06.19.2022