

**AAA CLUB PARTNERS, INC.
AAA SMARTtrekSM PROGRAM
SUBSCRIPTION TERMS AND CONDITIONS**

These Terms and Conditions govern your subscription for SMARTtrekSM services (the “Services”) and, upon your purchase of the subscription constitute an agreement (hereafter, the “Subscription”) between AAA Club Partners, Inc. (“ACP”) and the subscriber (“You” or “Your”), concerning the matters described below.

You represent and warrant that: (1) You are the legal, authorized owner or lessee of the vehicle that You have described to ACP in connection with Your Subscription (the “Vehicle”) and have the right to enroll the Vehicle in the AAA SMARTtrekSM Program; and (2) all information provided by you to ACP in connection with Your Subscription is complete and accurate. You will promptly notify ACP to the extent that such information becomes inaccurate or incomplete.

THE PROGRAM: The AAA SMARTtrekSM Program is offered by ACP through your AAA Club and in conjunction with ACP’s partner and vendor organizations (Your AAA Club and such organizations are referred to collectively as “Program Partners”). All references herein to ACP shall be deemed to include both ACP and its Program Partners.

IMPORTANT NOTICE: The SMARTtrekSM Program requires a small device (the “Device”) that is provided to You as part of Your Subscription. This Device remains the property of ACP. Whenever Your participation in the SMARTtrekSM Program ends for any reason, You must return the Device to ACP in good working condition. When returning a Device to ACP for any reason, You must obtain a return authorization number by calling 800-814-4684. Promptly after we provide You with a return authorization number, we will send you a pre-paid mailer you may use to return the Device. If You do not return the Device to ACP in good working condition within 30 days after You obtain a return authorization number (or within 30 days after your Subscription ends if you do not request a return authorization number), You agree to pay ACP’s Device Non-Return Fee (currently \$100) to cover the cost of the Device.

If You suspect the SMARTtrekSM Device is causing trouble with Your Vehicle, remove it immediately and contact SMARTtrekSM support at 800-814-4684 or SMARTtrekhelp@aaclubpartners.com. To avoid incurring unnecessary charges by a repair facility, you should not take Your Vehicle for repair before contacting SMARTtrekSM support. ACP will not be responsible for any diagnostic or repair charges incurred.

DESCRIPTION OF SMARTtrekSM PROGRAM: ACP will, from time to time offer various Services within the SMARTtrekSM Program which may include the following telematics services and features:

- Online access via web portal. Through this portal, you can
 - Review current and historical information concerning the health of your vehicle, including diagnostic trouble codes
 - Determine where your vehicle is in real-time
 - Review information about recent trips, including where and how your vehicle has been driven, using a weekly trip journal, which can highlight risky events
 - Review vehicle usage statistics and details
 - Review Your monthly fuel score, calculated based on your driving style
 - Review eco driving tips developed based on your driving style

- ACP will send You (by e-mail or text message)
 - Alerts/warnings for low battery, high temperature, and major trouble codes with basic interpretations for each code
 - Maintenance and service reminders
 - Summary e-mail reports
- If You need AAA Emergency Roadside Assistance services, ACP can locate your vehicle and dispatch the appropriate service vehicle

The above list is exemplary only. While the Services listed are currently offered, ACP may enhance some Services and add others.

HARDWARE AND INSTALLATION:

In order for ACP to provide the Services, Your Vehicle must be equipped with the Device. You are responsible for properly plugging the Device into Your Vehicle (through its on board diagnostics port). ACP will ship to You a Device along with instructions on how to plug the Device into Your Vehicle. It is Your responsibility to ensure that the Device is properly installed in the correct Vehicle. If You need any assistance please refer to the Quick Start Guide or contact SMART*trek*SM support.

ACP reserves the right to change or modify its service providers (including Program Partners) at any time. Such a change could require the removal of your Device and its replacement with other hardware. Upon reasonable notice by ACP, You agree to exchange the Device in Your Vehicle with other hardware provided by ACP, and to return the old Device to ACP.

Your Vehicle must have a working electrical system, including adequate battery power, in order for the Device to operate appropriately. The Device continually draws a small amount of current from the battery, even when the Vehicle is not turned on. Do not use the Device in Vehicles that have old or weak batteries, or that may go extended periods without being started, since the Device may drain the battery.

PRIVACY: Your privacy matters to ACP and we are committed to helping You protect Your personal information.

In order to provide You the Services, ACP will collect information concerning when, where and how Your Vehicle is driven, as well as the health of Your Vehicle. This information may be used and shared with third parties, including Program Partners, as described in ACP's SMART*trek*SM privacy policy.

This privacy policy can be found at www.aaa.com/AAA/common/Automotive/smartTrek/pdfs/privacypolicy.pdf and is hereby incorporated into Your Subscription by reference. Please read it carefully.

You understand and agree that You are responsible for maintaining the confidentiality of passwords associated with any account You use to access the Services.

ARBITRATION: This provision describes when and how Covered Disputes (as hereafter defined) may be arbitrated. A "Covered Dispute" is any claim, dispute or controversy involving You and ACP (1) where the amount in controversy is \$25,000 or more and (2) which in any way arises from or relates to Your Subscription, to the Device and/or to ACP's provision of Services hereunder, and (3) as to which a party, at any time before such party has filed a complaint or a responsive pleading with any court, by giving written notice to the other party, has elected to treat as a Covered Dispute to be resolved by arbitration in accordance with this provision. A Covered Dispute includes not only initial claims, but

also related counterclaims, cross-claims and third-party claims, and includes claims whether based in contract, tort, fraud and other intentional torts, whether at law or in equity, including any claim for injunctive or declaratory relief; disputes based on constitutional grounds or on laws, regulations, ordinances or similar provisions; and disputes about the validity, enforceability, arbitrability or scope of this or any other provision of Your Subscription.

If You or ACP choose arbitration as a method to settle any Covered Dispute, then such election will be binding on the other party and (1) the Covered Dispute will be decided by a single arbitrator in Newcastle County, Delaware pursuant to the rules of the American Arbitration Association and not in a court (2) the determination of the arbitrator shall be binding on the parties, and (3) discovery and rights to appeal are limited by the rules of the American Arbitration Association.

You hereby irrevocably waive Your right to participate as a representative or member of a class action in which ACP is or becomes a defendant, and You agree that You will not join Your any claims you have or may hereafter have against ACP with the claims of any other person or entity.

PROPRIETARY RIGHTS: You acknowledge and agree that ACP (or one or more third parties, including Program Partners) owns the Device and all patent rights, trademark, copyrights and other intellectual property rights embodied or used in the Device or in providing any of the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist), and that You do not obtain any ownership interest in any of the foregoing by virtue of Your Subscription. You agree that You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Device. You agree that in using the Services, You will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. You will not attempt to reverse engineer or tamper with the Device.

AUTHORIZED USE AND LIMITATIONS: ACP gives You a limited, personal, worldwide, royalty-free (except for the fees otherwise payable hereunder), non-assignable and non-exclusive right to use the Device and any software provided to You as part of the Device, or in connection with the Services (the "Software"). This limited right is for the sole purpose of enabling You to use and enjoy the benefit of the Services as provided by ACP, in the manner permitted by this Subscription. You may not use the Device or the Software in any other manner or for any other purpose. Without limiting the generality of the foregoing sentence, You may not (nor permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof.

USE OF WEBSITE: ACP maintains a website that You may access in connection with the Services. You agree that You will not use or attempt to use the website: (1) for any purpose or in any manner that is any way unlawful or prohibited, (2) to transmit any unauthorized or unsolicited advertisements or other commercial communications, (3) to transmit any viruses, (4) to interfere with ACP's network services; (5) to gain unauthorized access to any of ACP's network services, or (6) to impair or limit ACP's ability to operate the website or any other person's ability to access or use the website. You agree that You will only access or use information relating to You (and not to any other person) and/or Your Vehicle. You agree that You will access the website at Your own risk. **YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE WEBSITE, SERVER AND THE INTERNET GENERALLY.** You understand that neither ACP nor its Program Partners can or does ensure continuous access to the website. Access may be interrupted due to technical limitations, such as heavy use and server malfunctions, or other circumstances such as maintenance. ACP reserves the right to modify the website at any time without Your consent.

LIMITATION OF LIABILITY: YOU UNDERSTAND AND AGREE THAT ACP, AND ITS PROGRAM PARTNERS (INCLUDING YOUR AAA AUTOMOBILE CLUB) SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSS OF ANY KIND (INCLUDING, WITHOUT LIMITATION LOSS OF OR DAMAGE TO YOUR VEHICLES OR ASSETS OR LOSS OF PROFITS, REVENUES OR DATA) CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED TO, YOUR USE OF (OR INABILITY TO USE) THE DEVICE, THE SERVICES, FOR ANY INTERRUPTION OF THE SERVICES, REGARDLESS OF CAUSE, OR YOUR RELIANCE ON THE WEBSITE OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES OBTAINED OR ACCESSED THROUGH THE WEBSITE, EVEN IF ACP OR A PROGRAM PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THOSE JURISDICTIONS THAT EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS, THIS LIMITATION SHALL BE CONSTRUED TO PERMIT THE MAXIMUM EXCLUSION OR LIMITATION PERMITTED BY APPLICABLE LAW.

NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF YOUR SUBSCRIPTION MORE THAN ONE YEAR AFTER THE EVENT CLAIMED TO CONSTITUTE SUCH BREACH.

NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ACP AND EACH PROGRAM PARTNER EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

SPECIFICALLY, AND WITHOUT LIMITATION, ACP AND ITS PROGRAM PARTNERS CANNOT BE HELD LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES RESULTING FROM ANY CIRCUMSTANCE OR EVENT BEYOND ITS CONTROL,

LIMITATIONS OF TECHNOLOGY: You understand, acknowledge and accept the following inherent technical limitations relating to the use of the Services:

(a) *Wireless Network Coverage and Service.* Complete coverage at all times is improbable. The existence of adverse conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt data transmissions on which the Services rely at times. Certain circumstances such as weather, tunnels, underground structures, terrain, high-rise buildings, enclosed or underground parking or driving areas, faulty installation, motor ignition and other electrical noises and radio signals from external sources may also interfere with data transmissions and affect the Services. ACP, its Program Partners or their respective service providers utilize wireless networks with broad coverage areas to access moving Vehicles, but there are still areas within these coverage areas where wireless service is unavailable. Also, from time to time, poor coverage areas occur even in fully developed areas, thereby limiting system performance. Other wireless network environmental issues may affect the communications link between the Devices and the ACP service center.

(b) *Global Positioning System.* Your Device relies on the GPS System to obtain vehicle location information used in providing the Services. To obtain and use GPS location information, The GPS antenna in your Device must have a direct line of sight to the satellites. If this data path is impaired (e.g. underground parking lots or the shadow of tall buildings), it can affect the ability of Your Device to recognize and record an accurate location which is needed for many of the Services.

(c) *Tampering with the Device.* If the Device is tampered with, disconnected or completely removed, the Device will not work to collect and transmit data. Those Services which depend on current transmission of Data by the Device (such as current vehicle location) will be unavailable, and historical information made available through the Services will become inaccurate and/or incomplete.

(d) *Security.* The Devices and Services have many complex elements and are not guaranteed against eavesdroppers, hackers, denial of service attacks, viruses or interceptors. You acknowledge and agree, and undertake to inform any users of the Devices and Services, that ACP shall not be liable for any lack of privacy or security resulting from use of ACP products or Services.

(e) *Availability of Cellular Technology/Mapping.* Services are based on cellular technology which may become obsolete in the future as a result of changes in wireless technology or actions by telecom providers or regulators with respect to cellular technology in mapping applications. In addition, the Services utilize maps that are published by third parties and these maps may be or become inaccurate and/or incomplete. ACP assumes no responsibility for the accuracy or inaccuracy of any maps upon which the Services are based.

ACP shall not be responsible for any failures or deficiencies of the Services resulting from any of the foregoing.

FEES: In return for the provision of the Services by ACP, you agree to pay ACP an initial Subscription Fee in the amount established by ACP in effect at the time Your Subscription becomes effective. If You renew Your Subscription, you agree to pay ACP a renewal Subscription Fee in the amount established by ACP and in effect at the time of your renewal. In addition, if you fail to return the Device to ACP in good working order within 30 days after you obtain a return authorization (or, if you do not seek a return authorization, within 30 days after Your Subscription expires or terminates), you also agree to pay to ACP, its then applicable Device Non-Return Fee. See “IMPORTANT NOTICE” above.

TERM, TERMINATION AND RENEWAL: Your Subscription begins immediately and will remain in effect for a period of one year, so long as You are a current AAA member. Your Subscription will automatically renew, for the then current Subscription Fee (the standard price to the public at the time of your renewal, without any discounts, rebates or allowances), for an additional period of one year at the end of its initial term or any renewal term unless You notify ACP not less than thirty days prior to the end of Your then current Subscription term that You do not wish to renew. However, Your Subscription may be terminated at any time at ACP’s discretion, without liability to You, if you cease to be a current AAA member, or if ACP determines to discontinue the SMARTrekSM program. ACP may also terminate your Subscription if you fail to pay any fee or otherwise violate the terms of Your Subscription.

FREE EVALUATION PERIOD: You have 60 trial days, starting on the date of Your Subscription, to evaluate the Device and the Services. If You choose to terminate within these 60 days, you may do so by notifying ACP and promptly thereafter returning the Device to ACP.

CHANGES IN TERMS AND SERVICE: ACP RESERVES THE RIGHT TO CHANGE THE TERMS OF YOUR SUBSCRIPTION AT ANY TIME. ANY CHANGE WILL BE EFFECTIVE UPON POSTING OF THE REVISIONS ON THE WEBSITE. CONTINUED USE OF THE SERVICES BY

YOU AFTER THE POSTING OF THE CHANGES ONLINE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. YOU SHOULD REVIEW THE TERMS OF YOUR SUBSCRIPTION ON A FREQUENT BASIS.

CUSTOMER CARE: For questions about Your account, subscription services, or billing issues, please visit www.aaa.com/SMARTtrek-home and access either the Help or Contact Us sections.

GENERAL: If any term hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such term shall be deemed omitted to the extent prohibited or invalid but the remaining provisions of Your Subscription shall not be invalidated and shall be given effect so far as possible. Your Subscription is fully assignable by ACP to any person or entity and shall inure to the benefit of such assignee or successor. You may not assign Your Subscription without the prior written consent of ACP. The terms and conditions hereof shall govern the relationship between the parties. The provisions herein shall supersede any provisions, terms and conditions, or agreement entered into by You and ACP with respect to the Services.

CONSENT TO CONDUCT BUSINESS ELECTRONICALLY/ELECTRONIC SIGNATURE: ACP may need/desire to send You communications from time to time. You agree that ACP, on behalf of itself, and others, may send communications to You by e-mail at the e-mail address you have provided (which you warrant to be your correct e-mail address) and/or make Communications available to You by posting them on the Website. You consent to receive these Communications electronically. The decision whether or not to do business electronically is Yours. Your consent to do business electronically and Your agreement to do so cover all transactions You conduct with ACP in connection with Your Subscription and/or the Services as long as You remain a subscriber to or use the Services.

By signing this Subscription (through electronic acceptance), You agree to the terms and conditions in this Subscription. By selecting "I Agree", You are signing this Subscription electronically. You agree that Your electronic signature is the legal equivalent of Your manual signature on this Subscription. By selecting "I Agree", You agree to be legally bound by this Subscription's terms and conditions. You further agree that Your use of a key pad, mouse or other device to select an item, button, icon or similar act/action which manifests your acceptance of this Subscription constitutes Your signature to this Subscription to the same extent as if (1) this Subscription existed in printed form, and (2) You indicated Your agreement by affixing your signature in a space provided for You on the printed form to indicate your acceptance.

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