

TERMS AND CONDITIONS

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WHEREAS the Customer wishes to purchase the Services (as described herein) from Boomerang Tracking Inc. ("BTI"), and subject to BTI's acceptance of this Agreement or any renewal thereof, BTI agrees to provide the Services described herein (the "Agreement"), THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall have the meaning set forth below: "Authorized Installation Company" or "AIC" means those installation companies who are from time to time identified by BTI as being authorized service centers, and shall include BTI (the Customer can communicate with BTI or visit the BTI web site to obtain a current list of AICs and their respective locations); "Authorized Vehicles" means the vehicles into which the Equipment may be installed, as per the installation guidelines provided to the AIC; "Equipment" means a LoJack® or LoJack C Tracking System installed in the Vehicle or, collectively, a LoJack Alert Tracking System with electronic theft notification installed in the Vehicle, and the Key Fob; "Consumer" means the individual identified in the Customer Information portion of this agreement; "Corporation" means the company or other legal entity identified in the Customer Information portion of this agreement; "Customer" means either the Consumer or the Corporation identified in the Customer Information portion of this Agreement; "Key Fob" means the LoJack Alert Tracking System key chains with built-in transmitters which are provided to the Customer at the time that a LoJack Alert Tracking System is installed in the Vehicle; "Recovery Area" means the province of Quebec, the province of Ontario and areas across the United States of America; "Service" means BTI's stolen vehicle location service described herein; "Service Area" means the major metropolitan areas within the provinces of Quebec and Ontario, and areas across the United States of America; "Service Call" means any request or call made by the Customer to BTI concerning the location of the Vehicle; "Term" means the period of five (5) years for which the Service was initially purchased by the Customer who purchased a LoJack Tracking System, or means the period of seven (7) years for which the Service was initially purchased by the Customer who purchased a LoJack Alert or a LoJack C Tracking System pursuant to this Agreement, as set forth on the face hereof; "Transfer of ownership Fees" means the \$49 fees payable by a Customer who transfers the property of the LoJack, LoJack Alert or LoJack C Tracking System to another Customer; "Vehicle" means the Customer's vehicle into which Equipment is installed and in relation to which the Service is purchased.

2. EQUIPMENT, INSTALLATION & MAINTENANCE

2.1 In order to ensure the proper functioning of the Equipment, the Customer shall co-operate with BTI and AIC with regard to all aspects of the installation, removal, repair, maintenance and quality control of the Equipment and ensure that same shall only be performed by an AIC. Failure to abide by this condition shall void any warranty related hereto.

2.2 For security reasons, only BTI or an AIC may, to the exclusion of the Customer, handle or keep the Equipment when such Equipment is not installed in the Vehicle.

2.3 The Equipment is designed only to be installed in Authorized Vehicles. Failure to abide by this condition shall void any warranty related hereto.

3. THE SERVICE

3.1 BTI shall only provide the Service once the following steps have been completed: (i) the Equipment has been installed in the Vehicle by an AIC; (ii) BTI has received the payment of any and all fees payable by the Customer under this Agreement; and (iii) BTI has accepted the Agreement.

3.2 Theft notification, Confirmation and Recovery: (i) if a LoJack or a LoJack C Tracking System is installed in the Vehicle, the Customer must initiate a service call to BTI and provide a confirmation, which is acceptable to BTI, that a stolen car incident report has been filed with public security authorities (the "Police"); (ii) if a LoJack Alert Tracking System with electronic theft notification is installed in the Vehicle, BTI will use reasonable commercial efforts to contact the Customer or contact authorized persons by text message (SMS), by email or with an automated phone call at the numbers provided herein in order to notify the Customer that the Vehicle has been moved without authorization. Upon receipt of this notification, Customer must contact BTI to confirm the Vehicle has been stolen and that a stolen car incident report has been filed with the Police. If BTI obtains these confirmations, BTI shall use its reasonable commercial efforts to locate the Vehicle within the Recovery Area. BTI shall have the option but not the obligation to track or locate the Vehicle if: (i) it is situated outside the Recovery Area; (ii) in the case where the Vehicle is equipped with a LoJack Alert Tracking System, the Client failed to contact BTI immediately following the receipt of an electronic theft notification; (iii) if the Vehicle equipped with a LoJack Alert Tracking System is situated outside the Service Area; or (iv) it has not received confirmation that a stolen car incident report has been filed with the Police and obtained the report or file identification number provided by the Police.

3.3 BTI has no obligation to communicate with or inform any third party, including the Police, of its reception of a Service Call.

3.4 Should BTI successfully locate the Vehicle, BTI's only obligation shall be to make a reasonable attempt to inform by telephone the Police of the location of the Vehicle. BTI will also have the option, at its discretion, of taking possession of and storing the Vehicle until it has obtained the necessary confirmations from the Customer and/or the Police concerning the status of the Vehicle. BTI may also have the Vehicle towed at the Customer's expense. The Customer acknowledges that the Police may refuse or neglect to respond to BTI's notification or may do so in an untimely manner and the Customer further acknowledges that BTI shall not be responsible for any prejudice or damage suffered as a result of such an occurrence.

3.5 If the Vehicle is equipped with a LoJack Alert Tracking System, the Customer confirms that it has been informed of the fact that: (i) moving or allowing the Vehicle to be moved without a Key Fob being situated inside the Vehicle will automatically result in the Equipment emitting a Service Call; and (ii) that every set of Key Fob is attributed to a specific Vehicle and cannot be used with a different vehicle.

3.6 If the Vehicle is equipped with a LoJack Alert Tracking System, the Customer undertakes to (i) attach the Key Fob to the keys of the Vehicle; (ii) never move the Vehicle unless the Key Fob is situated inside the Vehicle; (iii) never leave a Key Fob in the Vehicle unless the Vehicle is in the Customer's direct care and control; and (iv) immediately advise BTI if the Key Fob is lost or broken.

3.7 Should the Customer fail to abide by any of the terms and conditions of this Agreement, including without limitation, the payment of any amount due to BTI or an AIC, BTI reserves its right, at its sole discretion, to either: (i) refuse to respond to a Service Call; or (ii) provide the Service subject to the immediate payment by the Customer of a recovery fee of an amount determined at BTI's discretion, but in no event less than \$1,000 per Service Call.

3.8 The Customer will not be credited for payments applicable to any period during which the Vehicle is stored or the Services are otherwise not required

4. THE CUSTOMER

4.1 The Customer undertakes to immediately advise both BTI and the Police of the theft or suspected theft of the Vehicle, and to immediately communicate to BTI the report or file identification number provided by the Police with regard to such theft or suspected theft. The Customer acknowledges that any delay in placing a Service Call or advising the Police of the theft or suspected theft of the Vehicle reduces the likelihood of successfully tracking and recovering the Vehicle.

4.2 At the time of a Service Call, should the Vehicle be situated outside the Recovery Area, the Customer acknowledges and accepts that BTI reserves the right, in its sole discretion, to decide whether it will attempt to locate the Vehicle and whether it will charge a supplemental fee.

4.3 The Customer understands that fines, penalties and other such amounts may be charged by local governments or agencies for any false alarm which summons an emergency service. Any Service Call which results from anything other than the theft of the Vehicle, including moving the Vehicle equipped with a LoJack Alert Tracking System in the absence of the Key Fob, will be considered a false alarm. If BTI deems that a Service Call is unfounded or constitutes a false alarm, the Customer shall be responsible for and assume: (i) all of BTI's costs and expense incurred in responding to the Service Call; (ii) any applicable recovery fees; and (iii) any fines, penalties or other amounts charged by local governments or agencies for any false alarms or signals.

4.4 The Customer understands and agrees that BTI reserves the right to unilaterally terminate this Agreement at its discretion without any refund of any kind if the Customer, in the sole discretion of BTI, repeatedly generates unfounded Service Calls or false alarms.

4.5 In order to ensure proper delivery of the Service, the Customer agrees to immediately notify BTI in writing of: (i) any change to the information contained in this Agreement, including Customer's (a) address, (b) home, work or cellular telephone numbers, pager number, (c) email address, (d) credit card number and expiry date, and (e) name of insurance company and broker, and insurance policy number; (ii) an intended sale or transfer of the Vehicle; (iii) the destruction of the Vehicle and/or Equipment; (iv) the removal of the Equipment from the Vehicle; (v) the storage of the Vehicle; (vi) the seizure or impounding of the Vehicle; and (vii) a change to the Vehicle's color. Should the Customer fail to inform BTI as required herein, the Customer shall be responsible for and assume any and all costs and expense incurred by BTI as a result of said failure.

4.6 The Customer agrees to pay all amounts owed to BTI pursuant to this Agreement, including without limitation, all fees, penalties and administrative charges as each becomes or may become due.

4.7 The Customer authorizes BTI to, from time to time: (i) debit any and all amounts due, or to become due, pursuant to this Agreement, directly from the Customer's credit card, without the need for any further authorization or notice; (ii) obtain or exchange personal information with any personal information agent towards establishing or verifying my financial standing; (iii) maintain a file containing personal and public information concerning the Customer and the Vehicle for the purpose of efficiently providing the Service; (iv) contact the Customer's insurer or broker to inform same of any failure by the Customer to abide by the terms and conditions of this Agreement; (v) divulge any information that it holds or that it may hold with regard to the Customer or the Vehicle to the Customer's insurer or broker; (vi) request and obtain any and all information concerning the Customer, the insurance coverage or the Vehicle which is in the possession of the Customer's insurer or broker; and (vii) track, locate, take possession of and store the Vehicle following a Service Call.

4.8 The Customer expressly acknowledges that the Equipment is offered by BTI for the sole purpose of tracking the Vehicle should it be stolen. Accordingly, BTI is not responsible for, and the Customer agrees to fully indemnify BTI against any liability, loss or damages incurred by BTI arising from or relating to, any use of the Equipment by the Customer for any purpose other than to track the location of the stolen Vehicle including, without limitation, any use thereof which may be contrary to law, whether by violating the privacy or personal information of others or otherwise.

5. LIMITATION OF LIABILITY

5.1 The Customer understands that: (i) BTI is not an insurer and does not provide any type of insurance protection; (ii) the Service is not a replacement for adequate insurance coverage; and (iii) BTI does not guarantee the recovery of the Vehicle.

5.2 The Customer agrees to defend, indemnify and hold BTI harmless with regard to any liability incurred in performing the Services, including without limitation, the payment of any fines, penalties or other charges for false alarms and unfounded Service Calls, reasonable expenses, costs and attorney's fees.

5.3 The Customer shall not hold BTI responsible of any loss, damage, fee or expense incurred by the Customer as a result of the fact that the Equipment is not functioning at any time during the Term and for any reason, including the fault of BTI, even if the situation causes the Customer to be in breach of its insurance policy.

5.4 The liability of BTI with regard to any acts or omissions relating to this Agreement, including without limitation, the delivery of the Services, shall never exceed the total amount of fees paid by the Customer under this Agreement.

5.5 The Customer acknowledges that BTI, the AICs, the Police and BTI's service providers are independent parties and under no circumstances will BTI be responsible for any act or omission of the AICs, the Police or BTI's service providers, nor will the AIC, the Police or BTI's service providers be responsible for any act or omission of BTI. Neither BTI nor its service providers shall: (i) guarantee the uninterrupted functioning of their services; and (ii) be liable to the Customer for any damages, loss of profits, earnings or business opportunities, indirect or incidental, consequential or special damages, personal injury, death or other loss resulting from the Services, the failure to recover the Vehicle or otherwise.

5.6 Under no circumstances shall the Customer be entitled to any refund or credit due to any interruption in BTI's ability to provide the Service, no matter the cause. Should BTI be unable to provide the Service due to no fault of the Customer for a period of more than thirty (30) consecutive days, the Customer's only recourse will be to request that the Term of this Agreement be extended, at no cost to the Customer, for a period of time equal to the period during which the Service was interrupted.

6. LIMITED WARRANTY

6.1 The only warranty provided to the Customer by BTI is a two (2) year limited warranty from the original date of installation of the LoJack and LoJack Alert Tracking Systems, and a five (5) year limited warranty from the original date of installation of the LoJack C Tracking System, on parts and labor covering solely manufacturing defects affecting the Equipment (exclusive of batteries and Key Fobs). The Customer shall refer to BTI's warranty card for all applicable conditions and exclusions, which form part of this Agreement. Any defects concerning the installation of the Equipment by an AIC shall be the sole responsibility of the AIC. For a period of 90 days after installation, BTI will provide parts and labor or service to repair or replace any part of the Key Fob that proves to be defective in material or workmanship. Key Fob batteries are not warranted by BTI. It is the Customer's responsibility to replace the Key Fob batteries when the low battery indicator is activated.

6.2 If the Customer decides to purchase the Extended Warranty available under this agreement, as set forth on the face hereof, the warranty provided to the Customer by BTI becomes a five (5) year limited warranty from the original date of installation of the LoJack Tracking System, and a seven (7) year limited warranty from the original date of installation of the LoJack Alert Tracking System, on parts and labor covering solely manufacturing defects affecting the Equipment (exclusive of batteries and Key Fobs). All other warranty provisions set forth in section 6.1 remain applicable and in full force.

6.3 In the event that neither BTI nor the Police succeed in locating the Vehicle within 30 days following the Service Call for a Vehicle equipped with a LoJack or LoJack C Tracking System and within 48 hours for a Vehicle equipped with a LoJack Alert Tracking System, and the Customer's insurer indemnifies the Customer for the loss of the Vehicle, the Customer will, upon signing a full release of any right or recourse it may have against BTI, have the option of receiving from BTI: (i) the reimbursement of the Equipment purchase and installation costs, the whole to a maximum amount of \$1,000 if the Vehicle was equipped with a LoJack or LoJack C Tracking System, or a maximum amount of \$1,500 if the Vehicle was equipped with a LoJack Alert Tracking System, and subject to the presentation by the Customer of purchase, installation and Services invoices in support of the claim; or (ii) new Equipment, including installation, for a Vehicle equipped with a LoJack, LoJack C or LoJack Alert Tracking System, the whole at no cost to the Customer. This is the only warranty provided by BTI. This warranty must be exercised by the Customer within sixty (60) days following the date of theft failing which it becomes null and void. This warranty applies only when both the theft of the vehicle and the report of the theft occur within the Recovery Area (see this Agreement for the Recovery Area).

6.4 Upon recovery of a stolen BTI-equipped vehicle, BTI requires an inspection of the Equipment and other BTI Equipments to verify working condition and revalidate this warranty. A BTI-equipped vehicle that has been stolen and recovered shall not qualify for the BTI Limited Warranty unless the Equipment has been inspected by an AIC and the warranty has been revalidated by BTI.

7. CUSTOMER DEFAULT

7.1 Should the Customer fail to abide by any of the terms and conditions of this Agreement or of any other agreement between the Customer and BTI, or breach same in any manner, the Customer shall be in a situation of default (hereinafter "Default")

7.2 If the Customer is in Default, BTI may immediately, and without providing any notice or delay, do any or all of the following, without waiving any other remedy available at law: (a) terminate this Agreement and/or any other agreement between the Customer and BTI; or (b) deactivate the Equipment and cease providing the Service. If the Customer is in Default, the termination of this Agreement and of any other agreement will not release the Customer from its obligations to pay any and all sums due and to become due pursuant to this Agreement or other agreements. Although, if a Consumer residing in the province of Quebec is in Default, such Consumer will not be released from being charged a cancellation fee as set by BTI from time to time, to the extent permitted by applicable law, representing a reasonable estimate of damages suffered by BTI as a result of his Default.

7.3 All remedies provided for herein are deemed to be cumulative. To the extent permitted by law, BTI also has the right to recover all reasonable collection expenses, court costs, attorneys' fees and any direct or consequential damages resulting from the Default. Any subsequent acceptance by BTI of payments by the Customer under this Agreement does not in and of itself constitute a waiver of any existing Default, regardless of whether BTI has knowledge of the Customer's Default.

7.4 The Customer understands and agrees that in the event Customer shall become insolvent or be adjudicated bankrupt, whether by voluntary or involuntary petition, or shall a petition of organization, arrangement, or similar relief be filed against the Customer, or if a receiver of any part of the Customer's property or assets is appointed by any court, the Customer will remain obligated to pay to BTI the amount of all unpaid fees, and any other sums accrued and thereafter accruing under this Agreement.

8. TERM & TERMINATION

8.1 Termination of this Agreement by BTI as a result of a Default shall not entitle the Customer to any refund of any amount paid under this Agreement. Although, termination of this Agreement by BTI as a result of a Default from a Consumer residing in the province of Quebec does not release such Consumer from being charged a cancellation fee as set by BTI from time to time, to the extent permitted by applicable law, representing a reasonable estimate of damages suffered by BTI as a result of this Consumer Default.

9. GENERAL CLAUSES

9.1 BTI hereby reserves its right to change any of the terms and conditions of this Agreement following a written notice to the Consumer of said change (the "Notice"), at least thirty (30) days before the change comes into effect. Should the Consumer refuse to accept any said change, the Consumer will have thirty (30) days from the date the change comes into effect to advise BTI in writing of its intention to terminate this Agreement, provided that said change shall entail an increase in the Consumer's obligations or a reduction in BTI's obligations. This will be the Consumer's only recourse in the event of a change to a term or condition of this Agreement by BTI.

9.2 The customer acknowledges that BTI Equipment may contain used, reconditioned or refurbished components.

9.3 The payment of the Equipment deems acceptance of the terms and conditions by the customer.

9.4 The Client agrees to receive information by email or any other electronic method about products, services and special offers from BTI and its affiliates.

9.5 All of the provisions of this Agreement shall apply to, bind and contractually obligate the Customer's heirs, executors, administrators, representatives, successors and assigns.

9.6 If a court determines any provision in the entire Agreement between the Customer and BTI to be invalid or unenforceable, that provision shall be null and void to the extent determined by the court. However, each other provision in the entire Agreement shall continue to be valid and enforceable.

9.7 BTI reserves its right to operate compensation between amounts owed by the Customer to BTI and amounts owed by BTI to the Customer.

9.8 The laws of the Province of Quebec govern the viability, enforceability and interpretation of this Agreement and exclusive jurisdiction with regard to all matters or conflicts which may arise between the parties hereto, be they contractual or otherwise, is irrevocably given to the competent court of the Province of Quebec, sitting in and for the judicial district of Montreal. Notwithstanding the facts, the parties agree that this Agreement is and shall be deemed to have been concluded in the judicial district of Montreal.

9.9 The parties have requested that this Agreement be drafted in the English language. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en anglais.

9.10. For information about the Recovery and Service Area, please visit www.lojack.ca/coverage.

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