

Owners Manual

NISSAN VTRS

**VEHICLE TRACKING
AND RECOVERY SYSTEM**

Keep this manual
in a safe place away
from your vehicle.



SYSTEM INFORMATION

If Your Vehicle Is Stolen:

1. Report the theft to police or call **1-877-477-3693**.
2. Provide us your username, password and the police stolen vehicle report number.
3. Our trained professionals will provide law-enforcement authorities with your vehicle's location, speed and direction.
4. Once the vehicle has been recovered, the authorities will contact you directly.

In any theft situation, be sure to let law-enforcement personnel know that you have a Nissan VTRS Vehicle Tracking and Recovery System in your car and that Guidepoint is available to assist in the recovery process.

DO NOT ATTEMPT TO RETRIEVE THE VEHICLE YOURSELF!

Nissan VTRS Activation Code:

0000000000

Nissan VTRS ESN#:

Place sticker here or write ESN above.

WELCOME

Thank you and congratulations on your purchase of a Nissan VTRS Vehicle Tracking and Recovery System powered by Guidepoint. By choosing Nissan VTRS you also became a Member of the Guidepoint Community. As a Guidepoint Member you'll have access to a whole new world of benefits and services you can access while in your vehicle, at home, or on the road. Track your vehicle online. Get roadside assistance. Summon emergency help, plus receive discounts and special offers on the products and services you use everyday.

Plus, you'll have the peace of mind that comes with knowing your vehicle-and its passengers-are always protected.

Call an Activation Specialist at: **877-477-3693** today to activate your system and find out about special services and promotions only for Nissan VTRS/Guidepoint Members.

You drive. We'll do the rest.

ACTIVATING YOUR NEW NISSAN VTRS

When your Nissan VTRS Vehicle Tracking and Recovery System was installed, you became a Guidepoint member and your unit's electronic serial number (ESN) was temporarily registered with Guidepoint Systems. To activate your system, you must complete the registration process within 72 hours of installation; otherwise, your temporary registration will expire and your Nissan VTRS Vehicle Tracking and Recovery System may not function unless it is reprogrammed by an Authorized Nissan VTRS Technician.

WARNING: Failure to register and activate your system within 72 hours will result in a \$99 re-programming and processing charge. Access to your Nissan VTRS Vehicle Tracking and Recovery System services, including stolen vehicle recovery will not be available until your system has been fully activated.

How To Activate and Register Your New Nissan VTRS Vehicle Tracking and Recovery System:

1. Within 72 hours of installation, call the Guidepoint Response Center to speak with an activation specialist at: **1-877-477-3693**.
2. Please have the following information handy:
 - Electronic Serial Number (ESN)
 - Activation Code
 - Make, Model, Year & Color of your Vehicle
 - Vehicle Identification Number (VIN)
 - License Plate Number
 - Mileage
3. You will also need the following information:
 - Complete mailing address
 - Email address
 - Up to three (3) contact phone numbers
 - The name of any other authorized user
 - Valid credit/debit card number

ADVISORY NOTICE: When selecting your member ID / User Name and Password, we recommend a combination that will be easy for you to recall under stress or in the event of an emergency.

ADVISORY NOTICE: Guidepoint Member Service Representatives are available for you 24/7 in our Fort Worth, Texas, Support Center. However, our Activation Department is open Mon-Fri 8am – 11pm and Sat 8am – 4pm, Central Time. Please call for your activation between these hours.

KEEPING YOUR NISSAN VTRS CURRENT / RENEWALS

It's critical that you keep us up-to-date **whenever** there is a change to your contact information or ownership of your Nissan VTRS registered vehicle. This will allow us to work more effectively with law enforcement or if we need to deliver services such as automatic theft notification or emergency dispatch service. Additionally, all Nissan VTRS owners **must contact the company at least once per year** to ensure their information is up-to-date. You will be sent a renewal notice each year as a reminder to contact Guidepoint. **Call 1-877-477-3693** if any of the following information changes during the course of the year:

1. **Mailing Address**
2. **Contact Telephone Numbers**
3. **Email Address** (if provided)
4. **Vehicle Ownership**
5. **Authorized Nissan VTRS Users**

WARNING: All services will be deactivated if you fail to respond to your annual renewal notice!

VTRS BASIC PLAN

The VTRS Basic Plan includes all these features:

GPS Stolen Vehicle Locator.

Real-Time Internet tracking by our 24/7/365 Response Center will quickly locate your vehicle anywhere in North America.

Nationwide Coverage*.

GPS satellite technology and our nationwide wireless network provide complete coverage throughout the U.S., Canada and Mexico.

Police Notification.

Once you alert us that your vehicle is missing, we'll initiate the recovery process and notify the police. Then, we'll work with law enforcement non-stop until your vehicle is back in your possession.

\$1,000 Theft Protection Guarantee.

In the unlikely event Guidepoint Systems is unable to locate your vehicle within 24 hours after a reported theft, we'll pay you up to \$1,000 to cover your VTRS purchase price.

Transferable.

If you ever decide to sell your vehicle, your Nissan VTRS unit can stay with the vehicle and be transferred to the new owner. That means a faster, easier and more profitable sale for you! Or, if you choose, you can take your VTRS equipment with you and install it on your next vehicle**.

* Subject to limitations (see page17)

** Check with dealer for removal and reinstallation cost.

DO NOT ATTEMPT TO RETRIEVE THE VEHICLE YOURSELF!

VTRS - OPTIONAL SERVICE PLANS

VTRS SILVER PLAN

All the VTRS BASIC PLAN features plus:

- **Electronic Security Fence.**
- **Auto Theft Notification.**
- **Low Battery Alert.**
- **E-Call & Emergency Service Dispatch.**
- **Call Center Assisted Vehicle Location.**
- **Turn-by-turn directions.**

VTRS GOLD PLAN

All the VTRS BASIC and SILVER PLAN features plus:

- **Excessive Speed Alerts.**
- **Unlimited Online Vehicle Tracking.**
- **Geofence Boundary Alerts.**
- **Personal Concierge Services.**

FAQ'S

Q: How does Nissan VTRS work?

A: Your Nissan VTRS uses GPS satellites to get a location and other vehicle information. The vehicle information is transmitted, via wireless networks, to our network and the information made available, via the Web to our 24/7 Response Center. In this way the unit can track your car anytime and anywhere in the United States, Canada or Mexico. We have service plans, available to you, that will allow you to track your vehicle via your Personal Computer, PDA, Cell Phone, or any other web enabled device.

Q: Does my Nissan VTRS require maintenance?

A: Your Nissan VTRS is tested and certified at the time of installation, additionally, an automated Monthly Maintenance Check is included with many of our upgraded Service Plans. Call **1-877-477-3693** for more details.

Q: How do I get service for my Nissan VTRS?

A: Call **1-877-477-3693**, provide your User Name and Password or ZIP Code, and one of the VTRS Response Center specialists will put you in touch with an Authorized Nissan VTRS Dealership.

Q: Does my car need to be running for my Nissan VTRS to work?

A: No. The Nissan VTRS unit draws a very small amount of power from your battery and is operational whether your vehicle is running or not.

Q: What should I do if my vehicle is involved in an accident?

A: If your vehicle sustains severe damage as a result of an accident, please call us at: **1-877-477-3693** to check the unit on the network and, if necessary, schedule an inspection by an Authorized Nissan VTRS Dealer.

Q: If I sell my vehicle, can I transfer my Nissan VTRS to my new vehicle?

A: Yes. Your Nissan VTRS can be transferred to any vehicle make or model. Please call **1-877-477-3693** and we'll tell you how to transfer the unit. Plus, If you decide to sell your vehicle with the Nissan VTRS still in it, the Nissan VTRS unit may very well enhance your vehicle's resale value.

Q: Can I get an insurance discount if I have a Nissan VTRS?

A: Many insurance companies offer a discount of up to 35% to vehicle owners who have a GPS-tracking device such as Nissan VTRS installed. Give the insurance certificate on page 18 to your insurance agent to see if you qualify for a discount.

Q: Why does Nissan VTRS send out renewal notices annually?

A: We send annual notices and reminders to every Nissan VTRS member. Because Nissan VTRS regularly deals with first-responders (Police, Fire & Paramedics), we need to have current member contact information to deliver emergency services. Additionally, we need to have current information on vehicles in order to work effectively with law-enforcement and recovery personnel. Under the terms of your membership you need to renew your service annually. If you don't renew your service, your system will be deactivated.

Q: What are Control Events?

A: Control Events include: Geographic Boundary Alerts, Speed Notification Alerts, Location Arrival and Departure Alerts, and any of the Selectable Features.

WARRANTY

Nissan warrants the hardware through which Guidepoint's Service is provided as follows: for purchases of Genuine Nissan VTRS hardware made in connection with the purchase or lease of a new Nissan vehicle: the earlier of 3 years or 36,000 miles after purchase. For purchases of genuine Nissan VTRS hardware after the sales of a new Nissan vehicle the earlier to occur of 12 months or 12,000 miles or the balance of 3 years or 36,000 miles whichever is greater. Guidepoint, its suppliers, and Wireless Data Carriers make no warranties of merchantability or fitness for a particular purpose. All such warranties are expressly excluded.

This warranty is non-transferable, non-assignable and is completely void when the system is removed from the vehicle in which it was originally installed. If the vehicle in which the system was originally installed is transferred, the warranty no longer applies. This warranty does not apply to any product damaged by accident, physical or electrical abuse, improper installation, tampering, fire, flood, lightening or other acts of God. Should a product be found to be defective during the warranty duration Nissan North America, Inc. will repair or replace the product or any part of the product that Nissan North America, Inc. agrees is defective without charge to the retail end user consumer purchaser of the product during the warranty period.

In order for the product to be repaired or replaced under the terms of this warranty the defective product must be returned to an authorized Nissan VTRS dealer accompanied by a copy of the original retail sales receipt. The date of purchase and year, make and model of the vehicle and VIN (vehicle identification number) in which the system was originally installed. This data must be clearly indicated on the sales receipt. Nissan North America, Inc. shall not be held responsible for any removal and or installation charges of a defective product, damage to or theft of the vehicle or its contents, or any consequential damages caused by any failure of the product or service to function properly. Under no circumstances should this warranty, or product covered by it the warranty, be considered an insurance policy against loss. Nissan North America, Inc. neither assumes nor authorizes any person or organization to make ANY WARRANTIES, or assume any liability, in connection with the sale, installation, or use of this product. This is the complete Nissan VTRS warranty and no other warranty exists.

The warranty identified in the form is exclusive and Nissan North America, Inc. makes no other warranties expressed or implied for any goods or services provided by Nissan North America, Inc. Nissan North America, Inc. specifically and expressly excludes any, and all, other warranties. The member's sole and exclusive remedy for any and all claims against Nissan North America, Inc. arising out of the members' use of any Nissan VTRS system or component shall be delineated in the warranty set above. Nissan North America, Inc. shall not be held liable to any member or any other person or entity for any direct or indirect consequential, special or exemplary damages arising out of or in connection with the member's use of, or inability to use, or misuse of any Nissan North America, Inc. provided product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. The warranty gives you specific legal rights and you may also have other rights which vary from state to state.

VTRS TERMS & CONDITIONS

This is an Agreement between the member ("Subscriber") and Guidepoint Systems ("Guidepoint"), a division of GPSi, LLC, for the provision of Guidepoint Service ("Service"), including Stolen Vehicle Locator (Recovery Service) ("Basic"), Early Theft Alert Service, ("Silver or Gold") or a Guidepoint Service Plan ("GPS Service Plan" or "Service") for a period of time as further defined below.

1. Service. Subscriber may purchase Service from Guidepoint or its agent in one of the following plans: Basic, Silver or Gold, Guidepoint shall provide these services as long as all terms and conditions are met.

2. Availability. Service is available to the Subscriber for the Subscriber's GPS Service Plan (a) only within the 48 contiguous United States, Alaska, Hawaii, (b) if the Guidepoint hardware is installed by an authorized dealer or an authorized installer and (c) Service is also limited by the electrical system design and architecture of your vehicle. The Guidepoint System will not function if the battery of the vehicle is discharged or disconnected, and it may be inoperative if the vehicle is in an accident where the Guidepoint System or the vehicle electrical system components are damaged. (d) Global Positioning capabilities used to deliver Service will not be available if satellite signals are obstructed. (e) Some emergency Services are provided by existing governmental emergency services providers. Guidepoint will use reasonable efforts to contact the appropriate emergency services provider and request assistance but cannot promise that they will respond to the call in a timely manner or at all.

3. Activation and Use of Service. Orders for activating, reactivating, changing, transferring or terminating Service will be accepted by Guidepoint only from Subscriber or Subscriber's authorized agent (referred to as "authorized user"). Subscriber represents that Subscriber is the legal owner or lessee of the vehicle. If required by a specific GPS Service Plan, Subscriber agrees to initiate and maintain service with Guidepoint. Subscriber is responsible for ensuring that the Vehicle and Guidepoint hardware are properly maintained. Subscriber agrees that Services can be used only by Subscriber or Subscriber's authorized user and only in relation to the vehicle that is equipped with the Guidepoint system. Subscriber must provide the name of his authorized user or users at the time of activation or through other direct contact with the Company. Guidepoint, at its discretion, may limit the number of authorized users allowed for Subscriber account; however, additional authorized users may be purchased by Subscriber. Subscriber agrees that Guidepoint will suspend Subscriber's access to the Service when the Vehicle is reported stolen. Additionally, Subscriber agrees not to use the Service for any unlawful or abusive purpose or in such a way as to create or risk damage to Guidepoint business, reputation, employees, facilities, third parties or to the public generally and in such cases, Subscriber agrees that Guidepoint in its sole discretion may terminate service at any time and with or without notice to the Subscriber.

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4. Transferability of Service. Genuine Nissan VTRS hardware and Guidepoint Services may be transferred between vehicles with authorization from Guidepoint and then, only if the following conditions are met: Subscriber has hardware removed from original vehicle and reinstalled in another vehicle only by an authorized Guidepoint dealer or installer; Subscriber pays all costs due to authorized dealer or installer for transfer of hardware; Subscriber pays Guidepoint or its designated agent a transfer fee, which may be waived at Guidepoint's discretion. Upon the sale of Subscriber's Guidepoint-equipped vehicle, Subscriber must cancel Guidepoint services or Subscriber may transfer any remaining term of Guidepoint service to a subsequent purchaser of Subscriber's Guidepoint-equipped vehicle, provided Subscriber delivers written notice to Guidepoint and the subsequent purchaser completes and executes a Guidepoint GPS Service Plan Agreement and agrees to abide by its terms. Service may not otherwise be sold or transferred by Subscriber. Subscriber may be charged a transfer fee and/or be required to upgrade to a higher GPS Service Plan and will not be entitled to a refund if certain services are not available on the vehicle to which service is transferred.

5. Term/Rates/Termination/Declination of Service. (a.) Subscriber is responsible for all hardware charges, installation fees, and Service fees as set forth in this Agreement or Subscriber's Vehicle purchase agreement and Service will commence on the Service Activation or Subscription Date. (b.) Subscriber agrees that the Standard Term for all GPS Service Plans is 12 months with automatic and perpetual renewal each year on the same payment terms, unless modified or terminated in the manner provided below. Guidepoint reserves the right to modify any and all terms including but not limited to rates, GPS Service Plan features and benefits, special promotions and other such programs. Unless otherwise provided, charges for a GPS Service Plan are payable in advance upon execution of this Agreement. (c.) If Service is declined by Subscriber for any reason, or if this Agreement has expired, is terminated or cancelled, or if Subscriber's account is past due, Guidepoint is not obligated to provide Service to Subscriber, the Vehicle, its purchaser or its occupants. Any voluntary provision of Service by Guidepoint in such cases will not be considered a waiver of this provision of such voluntary Service. In the event of a declination of Service, the Vehicle purchaser is not entitled to any refund. (d.) Subscriber or Guidepoint may terminate this Agreement upon delivery of written notice, at any time and for any reason. If Subscriber or Guidepoint terminates Service prior to completion of the fixed term, Subscriber shall be financially responsible to Guidepoint for the amount described in paragraph 5f. Subscriber acknowledges that except as otherwise set forth is not entitled to a refund for the cost of the equipment, its installation or the unused portion of the Guidepoint Service. Guidepoint reserves the right to provide credits and/or refunds to members who have purchased an annual GPS Service Plan; however, the provision of such credits or refunds does not constitute the waiving of any right to unused fees.

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(e.) Subscriber is required to provide Guidepoint with current and up-to-date contact information, including telephone, address and user information, throughout the course of each term of Subscriber's GPS Service Plan Agreement. Subscriber will be sent a renewal notice during the year and is required to respond to update and/or confirm contact information. Failure to perform on this requirement by Subscriber will result in cancellation of services. (f.) If Subscriber selects Service with greater than the Standard Term, Subscriber acknowledges that it may be charged a special lower rate (subject to change as provided in below) in exchange for Subscriber's Agreement to subscribe for a fixed term of longer fixed term than provided as the Standard Term. If Subscriber terminates this Agreement prior to the end of the fixed term or longer fixed term, or Guidepoint terminates service to Subscriber prior to the end of the fixed term or longer fixed term or for nonpayment to other default in Subscriber's obligations, Subscriber agrees to pay Guidepoint (in addition to any other amounts then owing under this or any other Agreement between Subscriber and Guidepoint) a cancellation fee in line with Guidepoint's written credit and refund policy at the time. Such amount shall be paid or retained by Guidepoint in the case of a prepayment as liquidated damages due to the difficulty of determining the actual damages caused by the early termination of this Agreement. (g.) Except as otherwise provided, Guidepoint reserves the right to modify the charges for or scope of services at any time during the term of this Agreement upon 30-day advance notice to Subscriber. Acceptance by Guidepoint of advance payments by Subscriber shall not be deemed a waiver of Guidepoint's right to modify its charges at any time and shall not relieve Subscriber of its obligation to pay such modified charges. In case of any modification of charges, Subscriber shall have the right to terminate this agreement without payment of any additional costs, as noted above, by written notice delivered to Guidepoint within 15 days after such Subscriber is informed of the proposed modification; provided, however, that upon receipt of Subscriber's election to terminate this Agreement, Guidepoint shall have 15 days to notify Subscriber of its intent not to modify Subscriber's charges. (h.) Should Subscriber default in the payment of any sum hereunder, breach any representations herein, fail to perform any of its obligations at the time and in the manner specified in this Agreement or under any other Agreement between Guidepoint and Subscriber, or fail to maintain the Guidepoint hardware without damage or interference with Guidepoint business or call center, or should Subscriber be subject of any proceeding under the Bankruptcy Code or become insolvent, Guidepoint shall have the right to discontinue Service at any time without notice and/or terminate this Agreement. In either case, Subscriber shall remain liable for the payment of all charges incurred under this Agreement through the date of termination, which shall be immediately due and payable. Further, Subscriber may be subject to reactivation charges if service is subsequently recommenced. These remedies are not exclusive but are in addition to all remedies provided by law in the event of Subscriber's default. Subscriber will reimburse Guidepoint for attorney's fees, costs of investigation or collector and similar expenses incurred by Guidepoint in the enforcement of any right or obligation hereunder.

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6. Renewals, Extensions, Suspensions, Downgrades and Upgrades. (a.) This Agreement shall continue for the Standard Term of the Service selected, unless otherwise mutually agreed to by Subscriber and Guidepoint. (b.) Unless otherwise agreed, Subscriber may upgrade or downgrade to a different Service, renew or extend the term of this Agreement by providing written notice to Guidepoint. Subscriber may downgrade Service during the Standard terms (as defined in paragraphs 5b and 5c) but Subscriber is not entitled to a refund. In the case of frequent changes (more than one every three months), an administrative charge may be assessed. In all such cases, Subscriber consents to Guidepoint charging any additional fees to Subscriber's credit card, Subscriber's credit card account on file, bank checking account on file or any other account provided to Guidepoint for payment of fees.

7. Billing and Payment of Charges. Subscriber is responsible for payment of all charges for services furnished by emergency or other service providers, including ambulance, medical, hospitalization, police, security or other services. Subscriber is also responsible for payment of all charges for services provided by roadside assistance suppliers, including towing and other assistance, that are over and above those offered in Subscriber's Service at time of request. Subscriber shall be responsible for payment of all charges related to merchandise purchased from Guidepoint or, in the event of cancellation of Service, for promotional merchandise received from Guidepoint or its agent. Subscriber is responsible for cellular telephone charges relating to emergency services provided by Guidepoint on behalf of Subscriber, together with usage charges, if any, for all calls to the Guidepoint Center processed with respect to Subscriber's Vehicle. Monthly billing or other usage charges for Guidepoint Services selected by Subscriber are calculated from the beginning of the month, with charges prorated (if necessary). If a Subscriber has authorized charges to be made against a credit card account, Guidepoint will charge amounts due to the credit card account prior to the due date. No additional notice to, consent, or authorization of Subscriber shall be required for such charge. If Subscriber has not authorized charges to be made to a credit card account, or if charges made to the credit card account are not paid by the card issuer, payment must be received on or before the due date. Subscriber agrees that (a) time is of the essence, (b) it would be impractical to fix the exact amount of Guidepoint's damages if Subscriber fails to pay promptly, and (c) in the event of such failure, Subscriber shall pay Guidepoint a service charge equal to one and one half percent (1.5%) per month of any amount not paid when due, which fee shall be paid for every month the amount is unpaid and shall be prorated on a daily basis for each day that payment is overdue, provided such charge is permitted according to any applicable law and further provided such charges will not be compounded monthly. Acceptance by Guidepoint of checks or drafts shall not constitute a waiver of Guidepoint's right to payment by legal tender and acceptance of late or partial payments or payments marked Paid in Full or similar notations shall not waive any rights of Guidepoint hereunder. Subscriber may, at the option of Guidepoint, be charged a returned check fee of \$30.00 for any check returned for insufficient funds. Inquiries about or objections to charges must be in writing and must be received by Guidepoint from Subscriber no later than the due date; PROVIDED, however, all amounts due Guidepoint, including disputed amounts, must be paid to Guidepoint on or before the due date. Guidepoint will make good faith efforts to resolve disputes in accordance with Guidepoint procedure.

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8. Sales Taxes, etc. In addition to the costs of services provided under this Agreement, Subscriber shall pay any applicable sales, use, public utility gross receipts of other taxes, interconnect costs, fees or charges imposed on Guidepoint as a result of the purchase of hardware or providing services to Subscriber. Such taxes will be added to Subscriber's bill when imposed to required by law and any such taxes, fees or charges paid by Guidepoint will be reimbursed by Subscriber.

9. Warranties. Nissan warrants the hardware through which Guidepoint's Service is provided as follows: for purchases of Genuine Nissan VTRS hardware made in connection with the purchase or lease of a new Nissan vehicle: the earlier of 3 years or 36,000 miles after purchase. For purchases of genuine Nissan VTRS hardware after the sales of a new Nissan vehicle the earlier to occur of 12 months or 12,000 miles or the balance of 3 years or 36,000 miles whichever is greater. Guidepoint, its suppliers, and Wireless Data Carriers make no warranties of merchantability or fitness for a particular purpose. All such warranties are expressly excluded.

10. Limitation of Liability: Notwithstanding anything contained herein, nonperformance or inability to provide Service hereunder by Guidepoint, its suppliers, and/or the Wireless Data Carrier shall be excused if caused by act or omission of a third party service provider, emergency services provider, equipment failure, acts of God, strikes, equipment or facility shortage, or other causes beyond Wireless Data Carrier's and/or Guidepoint's control. In addition the liability of a Wireless Data Carrier, Guidepoint and/or its suppliers, for any mistake, omission, interruption, delay, error, defect or other failure in the service furnished shall in no event exceed the amount of the prorated monthly charges to Subscriber for said Service during the period so affected. Further, no liability shall result for outages of 24 hours or less. In no event shall Guidepoint, its Dealers or the Wireless Data Carrier be liable to Subscriber, Subscriber's employees, heirs or assigns or any third party for any cost, delay, incidental, general or consequential damages arising from the Services provided or the inability to provide Services to be provided under this Agreement. Guidepoint shall not be liable to Subscriber, its employees, dealers, or any third party for injuries to persons or property arising from Subscriber's use of the Guidepoint hardware or the Service or the installation, repair or maintenance of the Guidepoint system by other than an authorized Guidepoint dealer or installer.

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Subscriber agrees to indemnify and hold harmless the Wireless Data Carrier, Guidepoint, Nissan, their Suppliers and Dealers and their respective officers, employees and affiliates from and against any and all costs, expenses, acts, actions or claims, arising out of or in connection with the activities contemplated by this Agreement, whether brought by Subscriber's employees or third parties, even if occasioned by the sole negligence of Guidepoint, Nissan, Dealer or the Wireless Data Carrier. In the event Subscriber has authorized Guidepoint to charge amounts due against its credit card account, the indemnification and hold harmless Agreement contained in this paragraph shall extend to claims expenses, liabilities or damages arising in connection with use or ownership of the credit card account or from issuer's refusal to pay amounts charged to such credit card account. Subscriber further agrees to pay Guidepoint's, Dealer's and/or the Wireless Data Carrier's reasonable attorneys' fees and costs (1) arising from any actions or claims for which this paragraph provides them indemnification, or (2) incurred in contesting the applicability of this paragraph.

11. Vehicle Tracking and Privacy on your Guidepoint Service. Subscriber understands and agrees that in conjunction with employee training, quality control and the provision of service Guidepoint may monitor and/or electronically record conversations. Subscriber consents to Guidepoint using Subscriber information to administer subscription services, offer new products or services, respond to regulatory and legal requirements including credit reporting and fraud prevention, and electronically tracking Subscriber's Guidepoint-equipped vehicle in conjunction with providing services or to locate Subscriber's vehicle if Subscriber is in default of this Agreement or any finance or lease Agreement. Subscriber consents to Guidepoint providing Subscriber information and location to law enforcement and/or emergency services personnel, any holder of a security interest or the lessor of the vehicle or in response to a subpoena or other such legal process. Furthermore Subscriber agrees to only use Guidepoint services for lawful purposes.

12. User Name and Password. Subscriber acknowledges that he/she accepts full responsibility for the use and protection of the Subscriber's Guidepoint User Name and Password. Subscriber may change his/her User Name and Password at any time by contacting the Guidepoint response center. However, Subscriber accepts full responsibility for all Guidepoint services provided in conjunction with the use of the Guidepoint User Name and Password by Subscriber or third parties with whom Subscriber has made User Name and Password available. These charges may include the full retail value of products or services delivered in the name of the Subscriber including, but not limited to, such items as roadside assistance, towing, merchandise, reservations or other items.

VTRS TERMS & CONDITIONS

13. No Agency Created. This Agreement does not in any way create the relationship of principal and agent, joint venture, partner, or employer and employee between Guidepoint and Subscriber and under no circumstances shall Subscriber hold itself out to be or in any way be considered an agent of Guidepoint.

14. Assignment. Guidepoint may assign in whole or in part, its right or duties under this Agreement, without notice to Subscriber, and upon such assignment Guidepoint shall be released from all liability hereunder. Subscriber may assign this Agreement only upon the prior written consent of Guidepoint. Subject to this restriction, this Agreement shall apply to, inure to the benefit of, and be binding upon the heirs, successors, subcontractors, and assignees of the respective parties.

15. Notices. Notices to Subscriber shall be deemed given if deposited in the U.S. mail addressed to the Subscriber's last known address. Notice to Guidepoint shall be deemed given when received by Guidepoint.

16. Severability. Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

17. Third Party Beneficiary. Wireless Data Carriers, Guidepoint and Nissan's suppliers and Dealers are intended to be third party beneficiaries under this Agreement.

18. Governing Law. This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the state of Michigan without regard to its conflicts of laws, promises and applicable federal law, the regulations of the FCC, the laws and regulations of the state where Service is provided, and by any tariff required to be filed by Guidepoint pursuant to such state's law. This Agreement is subject to amendment, modification or termination if required by such regulations or laws.

19. Nissan North America, Inc. Not a Party. Although the hardware installed on the vehicle is branded Nissan, the Subscriber understands and acknowledges that all of the Subscriber services are provided by Guidepoint Systems, which is solely responsible for providing the monitoring and other related services. Nissan North America, Inc. has no liability or responsibility for these services.

LIMITATIONS

Electrical

The Nissan VTRS Vehicle Tracking and Recovery System installed in your vehicle relies on the battery of your vehicle and will not operate if the battery is disconnected or discharged. This does not prevent an assistant from providing you some of the services for which you are entitled, but we may rely on your verbal information regarding the location of your vehicle. A backup battery system is available.

Cellular Communication Limitations

While you are in your vehicle, you are relying on cellular technology for communications with the Guidepoint Response Center. Your cell phone provider's coverage may limit your ability to communicate with the Guidepoint Response Center. If you request Nissan VTRS Vehicle Tracking and Recovery System assistance outside your cellular communication service area or if your cellular provider's system is busy due to reaching maximum call capacity, the Nissan VTRS Vehicle Tracking and Recovery System Personal Assistant may not be able to assist you.

GPS Positioning Capabilities and Limitations

Vehicle location is available by receiving and interpreting signals transmitted by satellites. Your Nissan VTRS Vehicle Tracking and Recovery System is designed to receive those satellite transmissions every second and store data in the unit for retrieval, via our wireless network, in real-time. When signals experience obstruction, real-time location capabilities can be impaired or completely lost. Obstructions can occur when your vehicle is driven into areas with tall buildings, tunnels, parking garages or underpasses. In addition, trees and other objects can also affect GPS location capabilities. If we are unable to retrieve real-time location data, we may be able to retrieve recent historic data from the unit and/or we may depend on you to provide verbal information about your location in order to provide services.

All Nissan VTRS Vehicle Tracking and Recovery Systems require a constant 12-volt power source as well as cellular and GPS Satellite service to be available and operating for your Nissan VTRS Vehicle Tracking and Recovery Systems features to function properly.

VEHICLE INFORMATION / INSURANCE

Vehicle Registration/Insurance

Make: _____ Model: _____ Year: _____

Date of Purchase: _____ Dealership: _____

VIN#: _____

License Plate: _____

Insurer / Telephone #: _____

Insurance Discounts

In some states, your insurance carrier may offer you a discount on the comprehensive portion of your insurance when you have a stolen vehicle recovery and/or a security system installed in your vehicle. We recommend you check with your agent for details. Guidepoint can provide an affidavit of services to you upon request. Just call 1-877-477-3693 for assistance.



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