

# Bouncie • Terms of Service

## IMPORTANT CUSTOMER INFORMATION

Effective Date: December 10, 2021

Welcome to the Bouncie family and congratulations on enrolling in the Bouncie Service, (“Service(s)”, “Bouncie Service(s)” or the “Program”) and/ or receipt of your new Bouncie Adapter (“Bouncie Adapter” or “Adapter”). These Terms of Service provide you with important information about the Bouncie Service and the conditions that apply to your use of the Service.

Your use of the Bouncie Service is subject to these Terms of Service. You can find additional information regarding the Bouncie Service and features at [bouncie.com](https://bouncie.com) (“Website”).

When you accept these Terms of Service during our enrollment process or when you access or use the Bouncie Service, you are indicating that you have read, understand and agree to be bound by these Terms of Service. If you do not agree with any of these Terms of Service, then you should decline these Terms of Service during our enrollment process or other methods we make available to you. You are not permitted to access or use any of the Services if you do not accept these Terms of Service. Please select “Download Terms of Service” below if you would like to download a copy of these Terms of Service.

**Please read these terms of service carefully. services, warranties, and/or programs are not offered in all geographic regions. These terms of service specifically detail when a geographic region impacts the services, warranties, and/or programs being provided. no products, services, or programs are offered outside of North America. If you are unsure about a particular service, warranty or program being offered in your geographic location, please contact Bouncie.**

**IT IS YOUR RESPONSIBILITY TO NOTIFY EVERYONE WHO USES OR OCCUPIES YOUR VEHICLE THAT VEHICLE AND LOCATION TRACKING FEATURES ARE ACTIVE AND ALLOW YOU AND US TO ACCESS INFORMATION ABOUT THE VEHICLE, INCLUDING ITS LOCATION.**

**[Secret or nonconsensual use of the Service to collect or track information of others is prohibited.](#)**

## **NOTICE FOR CUSTOMERS IN CANADA**

Please note that certain terms, warranties, and services do not apply to users of the Services or Adapter outside of the United States, as designated herein.

## **NOTICE FOR CUSTOMERS IN MEXICO**

Please note that certain terms, warranties, and services do not apply to users of the Services or Adapter outside of the United States, as designated herein. If you reside outside of the United States, please check with the Service Partner (defined below) that provided you with your Adapter and/or Subscription (data subscription) for additional information.

## **NOTICE FOR CUSTOMERS THAT RECEIVE THE ADAPTER THROUGH APPARENT INSURANCE (“APPARENT”)**

Please note that certain terms, warranties, and services do not apply to users of the Services or Adapter. If you purchased your Adapter through APPARENT (“Apparent Customers”), please check with APPARENT for additional information.

## **PRIVACY**

Bouncie takes your privacy very seriously. The complete Bouncie Privacy Policy may be found in the Bouncie App menu item noted as “Privacy”. The Bouncie Privacy Policy describes the information collection and use practices applicable to the Bouncie Service.

Privacy-sensitive users of wireless communications are cautioned that the privacy and/or security of any information sent via wireless cellular communications cannot be assured. Third parties may unlawfully intercept or access transmissions and private communications without your consent.

**To stop the Adapter from collecting and transmitting Vehicle and Location Data (defined below) to us, you must remove the Adapter from your vehicle’s electrical system and ODB Port.**

## **REQUIREMENTS FOR THE SERVICE**

The Bouncie Service offers a plan that utilizes an on-board diagnostics device (the “Adapter”) that plugs into your vehicle's on-board diagnostics port (“OBD II”). The Adapter must be installed in your vehicle to receive the benefits associated with the Adapter. More details regarding the use of the

Adapter are provided below. To fully utilize all of the Service Features, you are required to download the Bounce Mobile Application (“Bounce App” or “App”), which is available for download at the iTunes store or Google Play. You will need Internet access and an Apple or Android smartphone or tablet device to download the App.

## **SERVICE FEATURES**

The Bounce Service consists of a collection of features (“Service Features”), including certain wireless vehicle services as described in these Terms of Service, on the Bounce Website, within the Bounce App, or other marketing materials. These Service Features are provided by us, our affiliates or other third parties, including wireless service providers, equipment and software manufacturers, distributors, licensors, dealerships, content providers and any other person or entity who provides any service, equipment, content, feature or facilities in connection with the Bounce Service (our “Service Partners”). The Service Partners that provide, or assist in the delivery of, the Service Features may change over time. We also may make certain changes to the materials and Service Features available through the Bounce Service, which will be made available on our Website. For details regarding these Service Features, see [bounce.com](http://bounce.com). Below is a summary of the Service Features that may be available to you.

## **VEHICLE DIAGNOSTICS**

The vehicle diagnostics service monitors the on-board diagnostics of your vehicle and will provide any vehicle Diagnostic Trouble Code(s) (DTC(s)), and supplemental information, that may relate to the illumination of a vehicle warning light. We make this Service Feature available using data collected by the Bounce Service while the Adapter is properly installed in your vehicle. Any DTC information provided by the Bounce App is for informational purposes only and is not intended to prevent any mechanical or performance issues with your vehicle. You understand that the Bounce Service does not provide all DTCs and does not report all conditions that may affect the operation of your vehicle. In addition to the other limitations on liability in these Terms of Service, you agree and acknowledge that Bounce is not liable for any performance or mechanical issues relating to your vehicle.

## **LOCATION-BASED SERVICES**

Some Service Features are based on tracking your vehicle's location. We make these Service Features available using data collected by the Bouncie Service while the Adapter is properly installed in your vehicle. Data collected by the Bouncie Service may include information about your vehicle's use, operation, location, performance, speed, braking and other driving behavior information, and by enrolling in the Bouncie Service, you agree that Bouncie may collect such information as part of the Service.

IN ADDITION TO OTHER PROVISIONS OF THESE TERMS OF SERVICE WITH REGARD TO OTHER USERS, IT IS YOUR RESPONSIBILITY TO NOTIFY EVERYONE WHO USES OR OCCUPIES YOUR VEHICLE THAT LOCATION AND DATA COLLECTION FEATURES ARE ACTIVE AND ALLOW YOU TO ACCESS INFORMATION ABOUT THE VEHICLE, INCLUDING ITS LOCATION.

The Bouncie Service provides regular updating route details. Please note that under normal circumstances, it may take a few minutes for location-based detail from your vehicle to be transmitted to the Bouncie App. If the Adapter experiences a loss of wireless service, then no data will be transmitted until the Adapter recovers wireless data coverage.

## **CRASH DETECTION AND NOTIFICATION**

Bouncie Adapters with the the minimum device firmware and configuration are equipped with sensors and utilize software that enable events related to a vehicle impact to be detected. Based upon the capabilities of the sensors and the software, qualified vehicle impact events ("crash") will be displayed in the Bouncie App and on the Bouncie user website. Additionally, notification of a crash is available through SMS messaging.

**CRASH DETECTION AND NOTIFICATION MAY BE UNAVAILABLE IN CERTAIN INSTANCES, SUCH AS WHEN THE BOUNCIE ADAPTER IS DAMAGED OR DISLODGED, OR WHEN CELLULAR OR OTHER SIGNALS ARE UNAVAILABLE OR INTERMITTENT. IF THE ADAPTER EXPERIENCES A LOSS OF WIRELESS SERVICE, THEN NO DATA WILL BE TRANSMITTED.**

While reasonable care has been taken to design the Adapter sensors and the software to successfully detect impact events indicative of a motor vehicle accident, the strong possibility exists that not all vehicle impact events will be considered a motor vehicle accident. Some detected impact events will not be indicative of a motor vehicle accident. Events included

but not limited to the following can cause detected impact events which may be reported as a crash. Hard closes of doors, trunk, cargo areas, and engine hood, connecting or pulling trailers, loose and shifting cargo.

While reasonable care has been taken to design the SMS messaging to notify designated contacts of a crash, no assurances are made regarding a guarantee of SMS messaging notification to reach the designated contact.

### **IMPORTANT LIMITATIONS TO UNDERSTAND**

- **Not all detected impact events will be considered a crash.**
- **Not all detected impact events will be displayed in the Bouncie App or on the Bouncie website.**
- **Not all detected impact events will result in Notification.**
- **Not all SMS messages will be received by the designated recipient(s).**

### **ROADSIDE ASSISTANCE**

24 hours a day, 365 days a year Bouncie lets you request roadside assistance so help can arrive quickly. See Roadside Assistance - Terms and Conditions below, which are incorporated herein by reference. Roadside Assistance is not available outside of the United States.

### **SUBSCRIPTION WITHIN NORTH AMERICA**

Your Service will commence on the date you purchased your adapter associated with your Bouncie Service.

A data subscription for the Bouncie Service is required and will be available for purchase at the time you sign up for the Bouncie Service. The data subscription requires a monthly charge and is billed on a periodic basis in advance. The various payment options will be available at the time you sign up for Bouncie service. At the end of the initial data subscription period and each data subscription period thereafter, the data subscription will automatically renew for a similar term (i.e., an additional month, quarter or year). The monthly, quarterly or annual subscription price, any applicable government taxes, fees and surcharges, and payment terms will be disclosed to you before you purchase the Adapter and initial subscription, and such payment terms are part of these Terms of Service. Note that we may not always be able to notify you in advance of changes to applicable government taxes, fees and surcharges.

If you are the person who has enrolled your vehicle to the Bounce Service, you are the primary account holder. The primary account holder is responsible for ensuring that any additional users are aware of the Terms of Service.

## **REGISTRATION AND ACCOUNT**

In order to use the Service Features of the Bounce App, you will be asked to create a user account and password (an “Account”) and provide certain information about your vehicle. Only the primary account holder’s email address may be used when creating accounts to access the Bounce Service. To use the Bounce App, users must provide, and then confirm, the associated primary email account. You may not register for, access or use the Bounce App if: (i) you are under the age of 13; or (ii) you are a person barred from accessing the Bounce Service or content under the laws of the United States or other countries, including the country in which you reside or from which you access the Bounce Service.

## **OTHER USERS**

These Terms of Service apply to all users of the Bounce Service. You, the primary account holder, are responsible and liable for all activities of users of your Bounce Service and Adapter. Without limiting the foregoing, it is your responsibility to:

- Inform all such other users that their access to and use of the Bounce Service is subject to these Terms of Service, including the Bounce Privacy Policy; and
- Ensure all such other users of your Bounce Service and Adapter comply with these Terms of Service.

### **Secret or nonconsensual use of the Service to collect or track information of others is prohibited.**

IT IS YOUR RESPONSIBILITY TO NOTIFY EVERYONE WHO USES OR OCCUPIES YOUR VEHICLE THAT VEHICLE AND LOCATION TRACKING FEATURES ARE ACTIVE AND ALLOW YOU AND US TO ACCESS INFORMATION ABOUT THE VEHICLE, INCLUDING ITS LOCATION. IN THE INSTANCE WHERE YOU SELL OR TRANSFER THE TITLE OF YOUR CAR TO ANOTHER, IT IS YOUR RESPONSIBILITY TO TERMINATE AUTOMATIC SERVICES FOR THE CAR UPON SUCH SALE OR TRANSFER.

## **SERVICE LAPSE AND ADAPTER DEACTIVATION**

The Service will automatically lapse in connection with the expiration of any data subscription period (i.e., the credit card on file has expired or declines the data subscription renewal charge) or cancellation as described elsewhere in these Terms of Service. Once your Services lapses or is cancelled, your Adapter will be deactivated.

## **IMPORTANT ADAPTER INFORMATION AND WARNINGS**

If you have any difficulty with the Adapter or believe the Adapter is not working properly, please contact Support in the App (or your Service Partner that provided the Adapter if outside of the United States) for assistance. The Adapter is factory sealed, and may not be serviced outside the factory. Never attempt any repairs of the Adapter yourself. Improper service can cause damage to the Adapter or your vehicle, or render the Adapter inoperable. **PROBLEMS OR DAMAGE TO THE ADAPTER OR YOUR VEHICLE CAUSED BY IMPROPER SERVICE ARE NOT COVERED BY WARRANTY.**

**Note: The Adapter is not compatible with all vehicles. Please immediately remove the Adapter and contact Support in the App (or your Service Partner that provided your Adapter if outside of the United States), should the Adapter physically interfere with any normal operation of your vehicle, indicate any audible or visual error, or fail to remain firmly attached to your vehicle's OBD II port. The Adapter will only work on vehicles enrolled within the Bounce network.**

## **SAFETY INFORMATION AND WARNINGS**

- Read these Terms of Service carefully before using the Adapter. They contain instructions on how to use the Adapter in a safe and effective manner.
- Failure to read and obey these safety precautions may result in an accident involving death, injury, or property damage.
- Always operate the vehicle in a safe manner. Do not become distracted by an Adapter feature while driving, and always be fully aware of all driving conditions.
- Do not attempt to inspect or adjust the Adapter while driving. Pull over in a safe and legal manner before attempting such operations.

- Bouncie Services rely on wireless communication networks and the Global Positioning System (GPS) network. THESE SERVICES AND NETWORKS MAY NOT BE AVAILABLE EVERYWHERE OR AT ALL TIMES. THEREFORE, THE BOUNCIE SERVICES MAY NOT BE AVAILABLE EVERYWHERE OR AT ALL TIMES, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR IN ALL CARS AT ALL TIMES.

## **PRODUCTION ALERT**

Upon initial installation into a vehicle, the Adapter may require up to ten (10) minutes to be ready for operation. During this time, some Service Features may be inoperative.

## **DEVICE REPAIR**

- Use the Adapter only as specified.
- If you have problems with the Adapter, do not attempt to disassemble or repair the unit yourself. The Adapter does not contain any user-serviceable parts. Unauthorized repairs or modifications could result in accident, fire, electrical shock or permanent damage to the Adapter and/or your vehicle, and will void your warranty and your authority to operate the Adapter under FCC Part 15 regulations.
- Ensure the Adapter is properly reinstalled after any vehicle inspection, or repair service.
- Do not touch, bend or connect components to, or in any way modify, the connector terminals on the Adapter. Short circuits and damage could occur.
- Should the Adapter require cleaning, wipe with a damp cloth. Do not spray liquid directly onto the Adapter.

## **GOVERNMENTAL NOTICE**

- The California Electronic Waste Recycling Act of 2003 requires recycling of certain electronics. For more Information on the applicability to the Adapter, see [www.ecycle.org](http://www.ecycle.org).
- The Adapter complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) The Adapter may not cause harmful interference, and (2) the Adapter must accept any

interference received, including interference that may cause undesired operation.

- The Adapter has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. These limits are more stringent than “outdoor” requirements.
- The Adapter complies with FCC radio frequency exposure limits set forth for an uncontrolled environment. In order to avoid the possibility of exceeding the FCC’s RF exposure limits, user proximity to the antenna shall not be less than 20 cm (8 inches) during normal operation. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

## **WIRELESS SERVICE**

Wireless service may not be available in all areas or at all times. Therefore, the Bounce Service may not be available in all areas or at all times.

## **GLOBAL POSITIONING SATELLITE SERVICE (GPS)**

The Adapter requires GPS service to ascertain your precise location. GPS coverage may not be available in all places or at all times. Should GPS location data not be available, Bounce may not be able to provide your precise location for any applicable Service Features.

## **VEHICLE OBD II COMMUNICATIONS ISSUES**

The Adapter requires vehicle OBD II communications to determine the vehicle’s state and other specific information. The Bounce Services may not work, or be less than fully operational, if the vehicle’s OBD II communications are unreliable or otherwise not functioning properly.

## **POWER ISSUES**

The Adapter relies on the vehicle’s battery for power. Should the Adapter lose vehicle power, it will shut down immediately.

## **DEVICE DAMAGE**

The Adapter may sustain serious damage, or disconnect from the vehicle, following a vehicle impact event, causing it to become inoperable.

## **ADD-ON ELECTRICAL EQUIPMENT**

The Adapter is connected to the electrical architecture of the vehicle. Adding electrical equipment (i.e., two-way mobile radio, CB radio, data recorders, etc.) may interfere with the operation of the Adapter and cease your ability to operate it.

## **ADDITIONAL TERMS APPLICABLE TO USE OF THE BOUNCIE APP**

You agree that these Terms of Service and any additional terms of use and/or service that may be provided to you by Bouncie (e.g. terms of service provided when you download the Bouncie App) will, collectively, apply to you and any additional users of the App.

Data that is used when downloading and using the App and when using the Website through a mobile browser, as applicable, will be billed according to the service plan you have with your wireless carrier.

You should use the security features that are available on your mobile or other Internet-enabled device to prevent unauthorized access and use of the App, including passwords and encryption.

## **MODIFICATION OF TERMS OF SERVICE**

Bouncie reserves the right to modify these Terms of Service (including the Privacy Policy and any other document or policy incorporated by reference into these Terms of Service), from time to time. We also may cease to provide a Service Feature in whole or in part, if required by law, rule, or regulation, in which case you may cancel your Bouncie Service. If required by law, we will notify you in advance of any such changes. Otherwise, we may give you notice by posting a new version of these Terms of Service in the App. PLEASE VISIT the menu items “Terms of Service” and “Privacy” FOR THE MOST UP-TO-DATE PRODUCT AND SERVICE DETAILS, AND TERMS OF SERVICE. If you do not agree with any changes to these Terms of Service for any reason, then you may not use the Bouncie Service, and you may cancel your use of the Service as described elsewhere in these Terms of Service. Your continued access to or use of any of the Bouncie Services after any change takes effect will indicate your acceptance of the modified Terms of Service. Notwithstanding this provision, if we make any changes to any dispute resolution provision contained in these Terms of Service, such changes will not affect the resolution of any dispute that arose before such change.

## **YOUR CANCELLATION RIGHTS**

You may cancel your data subscription and return your Adapter within forty-five (45) days of your initial purchase (the “Return Period”). Upon receipt of the Adapter during the Return Period in good working condition (i.e., not damaged and not requiring repairs), all prior charges and fees will be refunded to you.

The Return Period as noted above is not available for Apparent Customers – please contact Apparent Customer Service for additional information.

If you return your Adapter, even if returned by mistake, after the Return Period, you will not receive a refund related to the Adapter and the Adapter you returned will not be returned to you.

After the Return Period, you may cancel your Bouncie Service / data subscription at any time. If you do cancel, you will not be refunded for any unused portions of prepaid subscription charges associated with your use of the Bouncie Service in conjunction with an Adapter. Upon cancellation after the Return Period, the Adapter will be deactivated and is yours to keep.

## **HOW TO CANCEL**

You may cancel your subscription by contacting Support in the App or by contacting Apparent Customer Service if you are an Apparent Customer.

## **OUR TERMINATION RIGHTS**

To the extent permitted by applicable law, Bouncie reserves the right to terminate your access to or use of the Bouncie Service and these Terms of Service if, in our sole judgment, you have breached these Terms of Service. In addition to all other termination rights provided in these Terms of Service, we may discontinue providing the Bouncie Service at any time upon thirty (30) days prior notice to you, and in such case only, the primary account holder will receive a pro-rated refund for the unused portion of any prepaid data subscription charges (or Apparent will receive a refund in the case of a Apparent Customer).

You agree that we are not liable to you for termination or discontinuance of any or all of the Service Features, unless otherwise expressly provided in these Terms of Service. All provisions of these Terms of Service which by their nature survive termination or expiration, shall survive termination or expiration of these Terms of Service.

## **NO TRANSFER OF THE ADAPTER**

You represent, warrant and covenant that you will not sell or transfer the Adapter to another user and that you will not sell or transfer title to your vehicle or return a leased vehicle to its owner without first removing the Adapter. This is important to help protect your use of the Service and your information, and to avoid being charged for the Bouncie Service after the sale or transfer of your vehicle. If you sell or transfer your vehicle, you should remove the Adapter and notify Bouncie (via Support in the App) that you would like to cancel your Service. You may transfer the Adapter to another vehicle that you own. To transfer the Adapter to another vehicle that you own, you should follow the instructions provided in the App at Frequent Questions and Answers.

## **LIMITATIONS OF THE SERVICE**

### **AVAILABILITY OF CERTAIN FEATURES MAY BE LIMITED BY MAKE/MODEL/YEAR OF VEHICLE AND LOCATION OF SERVICES PROVIDED**

The information the Adapter can retrieve from your vehicle may be different than that available from other vehicles based on differences between manufacturers, models, and model years. In such cases, you may not receive access to certain Service Features that will be available to other people enrolled in the Service. In addition, certain features and services are not available outside of the United States.

## **OUR COVERAGE AREA**

The Bouncie Service is currently only available in the continental United States (excluding territories of the United States), Canada and Mexico. HOWEVER, NOT ALL BOUNCIE SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The location of your vehicle, particularly in remote or enclosed areas, may affect the availability and quality of the Bouncie Service that we can provide to you. The Service generally works using wireless communication networks of our wireless Service Partners and the Global Positioning System (“GPS”) satellite network. The Adapter receives GPS signals and communicates with our data centers and those of our affiliates or Service Partners through use of wireless and landline communications networks. The Bouncie Service cannot work unless your vehicle is in a place where our wireless carriers and/or their roaming partners have coverage, network capacity and reception. The aspects of

the Bounce Service that involve location information about your vehicle cannot work unless GPS satellite signals are unobstructed, available in that location and compatible with the Adapter.

## **FORCE MAJEURE EVENTS**

Various conditions beyond our control may prevent or delay us, our affiliates, or our Service Partners (or other third parties) from providing the Bounce Service to you, or impair the quality of the Service that you or your vehicle may receive. These conditions include, for example and without limitation, atmospheric, geographic, or topographic conditions (such as buildings, hills or tunnels); failure to properly install the Adapter; incompatibility of the Adapter with your vehicle; damage to or failure to maintain your vehicle in good working order and in compliance with these Terms of Service or applicable laws, rules or regulations; inclement weather; failure, congestion or outages of utility or wireless networks (including interruption of wireless service); as well as war, acts of God, natural disaster, labor strikes or other acts, forces or causes beyond our, our affiliates, and our Service Partners' (or other third parties) control. In the event any of the foregoing prevent or interfere with our provision of the Service to you, we may, at our discretion, suspend or terminate the Service (in whole or in part) or cancel your subscription, without notice to you and without any liability. Further, we, our affiliates, and our Service Partners (or other third parties) are not responsible for any Service or the Adapter's failures, interruptions, delays, or impairments due to these causes.

## **LIMITS ON YOUR USE OF THE BOUNCE SERVICE AND THE ADAPTER**

You agree not to use the Adapter, the Bounce Service, any other services we may offer, or the Website and Bounce App, in any way that is illegal, fraudulent or abusive, including to harass, threaten, abuse, defame, or slander, any individual or entity. You may not use the Bounce Service in a manner that interferes with any other customer's use of the Bounce Service or our provision of the Service to our other customers. Certain information you receive through the Service is the property of us, our affiliates, or our Service Partners (or other third parties) and it may be subject to one or more copyrights, trademarks, service marks, patents, or other legal protections. You agree that the service is for your use only. You may not (or permit or cause any other party to) sell or resell or otherwise use the Adapter, the Bounce Service or any other services we may offer,

the Website, Bouncie App, or anything we provide to you for commercial purposes, nor may you reproduce, copy, modify, make derivative works from or otherwise display or distribute it.

Adapter uses in excess of 3,000 miles (4,828 kilometers) per month and/or Adapter uses in excess of 150 hours of use during a month (including travel time and idle time).

## **TERMS ABOUT SPECIFIC SERVICES**

The Bouncie Service Features may change from time to time and may vary depending on your subscription or the laws, rules or regulations of the state in which you live. For the most current description of the Bouncie Service, please go to [bouncie.com](https://bouncie.com).

## **YOUR RESPONSIBILITIES**

Without limiting any of the other provisions of these Terms of Service, you agree to the following responsibilities:

### **DRIVE SAFELY**

You have full responsibility and assume all risks related to the use of the Bouncie Service in your vehicle. You may only use the Service when it is safe to do so. Failure to do so may result in an accident involving serious injury or death. You are responsible for following all applicable laws, rules, and regulations, including requirements of relevant government regulatory bodies, applicable to the use of the Service.

### **NOT INSURANCE**

The Service is not an insurance product and Bouncie (as well as its Service Partners) is not an insurance company. The Service does not insure you, your property, your vehicle, or anyone else. You are responsible for obtaining appropriate and applicable insurance on you, your property, your vehicle, or anyone else.

## **ACCOUNT INFORMATION/SECURITY MEASURES**

You agree that you will provide Bouncie with true and accurate Account information and will keep that information up to date. You are responsible for ensuring that we have your current and valid wireless telephone number and/or email address. You can change your telephone number at any time

by updating this information in the App. Additionally, you may change your email address by contacting Support in the App.

You will notify us immediately of any breach of security or unauthorized use of the Service and/or your subscription. We will not be liable for any losses resulting from unauthorized access to or use of the Service or your subscription and you may be liable to us or other parties due to such unauthorized access and/or use.

## **MISUSE OR MODIFICATION OF THE SERVICE**

You will not copy, reproduce, distribute, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with any security technology, convert to any use not authorized by us or claim ownership in the Service or any other party's information or materials associated with the Service; and you will not remove, modify, or obscure any copyright notices, trademarks, or other proprietary rights notices on or contained in or on any portion of the Service or any information or materials on or obtained from the Service.

## **COMMUNICATIONS FROM US AND/OR OUR SERVICE PARTNERS**

We may contact you about the Services (which may include cancellation of the Services) using notifications through In-App Messages, postal mail, telephone calls, and e-mail using any electronic address you have provided to us.

If you wish to contact us, please do so via the Support menu item in the App.

**BOUNCIE ADAPTER LIMITED WARRANTY:** For customers in North America, Bouncie warrants all new Adapters against all defects or malfunctions for as long as you have uninterrupted data subscription, subject to the following terms and conditions.

This limited warranty is extended to the initial person to whom purchased the Adapter (the “Consumer”). The Consumer may be referred to collectively throughout this limited warranty as “you,” “your,” or “yours.” Coverage under this limited warranty terminates if the Consumer sells the Adapter, cancels the related data subscription, and/or the data subscription expires (i.e., does not renew).

TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD DESCRIBED ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **THIS ADAPTER LIMITED WARRANTY DOES NOT APPLY TO**

- Adapters on which the serial number or housing of the Adapter has been damaged, removed, or tampered with in any way.
- Damages or operating problems that result from misuse, abuse, operation outside environmental specifications or contrary to the requirements or precautions in these Terms of Service, lightning strikes or other natural causes, modification or alteration, incorrect electrical current or voltage, signal reception or input, software errors that do not disable functionality, or from use of the Adapters in vehicles being used outside of the continental United States, excluding U.S. Territories, and Canada, institutional use, commercial use, or Business Support Purposes, or other causes not arising out of defects in material or workmanship.

The cost of repair or replacement under these excluded circumstances shall be borne exclusively by you and not by Bouncie.

Adapters that are no longer compatible with the applicable wireless service provider network (i.e., if Bouncie's wireless provider no longer provides 3G service, a 3G Adapter would not be replaced by a newer adapter (i.e., 4G) under this warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### **TO OBTAIN WARRANTY SERVICE**

To obtain warranty service, contact Support in the App (or your Service Partner that provided the Adapter if outside of the United States).

Warranty is limited to repair or replacement of the Adapter, at the sole discretion of Bouncie.

### **NO OTHER WARRANTY**

THE ADAPTER LIMITED WARRANTY IS IN LIEU OF AND BOUNCIE EXPRESSLY DISCLAIMS, WHERE AND TO THE EXTENT PERMITTED BY LAW, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ADAPTER AND THE BOUNCIE SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, BOUNCIE DOES NOT WARRANT THE OPERATION, PERFORMANCE OR AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL CONTINUE IN EXISTENCE FOR ANY PERIOD OF TIME, OR THAT FUTURE OPERATION OF THE SERVICES WILL BE COMPATIBLE WITH CURRENT OPERATION OR APPLICATIONS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, BOUNCIE MAKES NO REPRESENTATIONS THAT THE SERVICES WILL BE ERROR-FREE OR FREE FROM LOSS, INTERRUPTION, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND BOUNCIE DISCLAIMS ANY LIABILITY RELATING THERETO.

IN PARTICULAR, ALTHOUGH BOUNCIE ENDEAVORS TO ENSURE SUCCESSFUL DETECTION OF MOST CRASHES, NOT ALL CRASHES MAY BE DETECTED AND BOUNCIE DOES NOT GUARANTEE THAT THE SERVICE OR ADAPTER WILL DETECT AND/OR REPORT ALL VEHICLE CRASHES OR THAT EMERGENCY ASSISTANCE WILL BE PROVIDED IN THE EVENT OF ANY CRASH. BOUNCIE IS NOT LIABLE FOR THE ACTIONS OR INACTIONS OF THE USER, OR OF ANY EMERGENCY RESPONDERS OR OTHER SERVICE PROVIDERS WE MAY CONTACT ON YOUR BEHALF, OR FOR THE SERVICE'S INABILITY TO CONTACT ANY EMERGENCY RESPONDER OR OTHER SERVICE PROVIDER IN ANY PARTICULAR SITUATION. FURTHER, WE DO NOT GUARANTEE THAT USE OF THE ADAPTER, SOFTWARE OR SERVICES WILL RESULT IN ANY GAS SAVINGS OR EFFICIENCIES, OR ANY OTHER PARTICULAR RESULTS OR BENEFITS. THE SERVICE INCLUDES LOCATION TRACKING FEATURES BUT IT IS NOT INTENDED AND SHOULD NOT BE USED AS A STOLEN VEHICLE LOCATION AND RECOVERY SERVICE. YOU ARE SOLELY RESPONSIBLE FOR SAFE VEHICLE OPERATION AND PROPER

VEHICLE MAINTENANCE AND YOU SHOULD ALWAYS OBTAIN PROFESSIONAL ASSISTANCE FROM A VEHICLE SPECIALIST FOR DIAGNOSIS AND REPAIR OF ANY ERRORS OR OTHER PROBLEMS WITH YOUR VEHICLE.

Through your use of the Bouncie Service, you may have the opportunity to engage in commercial transactions with our affiliates, Service Partners, or other vendors, such as automobile dealerships, insurance companies, and others. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller of such merchandise and services and you.

WE MAKE NO WARRANTY REGARDING ANY SUCH TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SERVICE, WEBSITE, AND BOUNCIE APP, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE OR BOUNCIE APP AND/OR THE SERVICE, FROM A THIRD-PARTY IS PROVIDED SOLELY BY SUCH THIRD-PARTY, AND NOT BY US OR ANY OF OUR AFFILIATES.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU (AND/OR ANY OTHER USER OR OCCUPANT OF YOUR VEHICLE) EXERCISE GOOD JUDGMENT AND OBEY TRAFFIC RULES AND ALL OTHER APPLICABLE LAWS AND REGULATIONS WHEN OPERATING YOUR VEHICLE, ACCESSING AND/OR USING THE SERVICE, PERMITTING OTHERS TO USE YOUR VEHICLE AND/OR EVALUATING WHETHER THE USE OF ANY OF THE SERVICE FEATURES IS SAFE AND LEGAL UNDER THE CIRCUMSTANCES. THE DIAGNOSTIC DATA SERVICES ARE INFORMATIONAL ONLY AND ARE DESIGNED TO HELP IDENTIFY THE LIKELY SOURCE OF A PROBLEM BASED ON THE DIAGNOSTIC CODES TRIGGERED AND ARE NOT INTENDED TO REPLACE ACTUAL IN-PERSON SERVICE EVALUATIONS.

## **LIMITATIONS OF LIABILITY**

OTHER THAN AS SET FORTH ELSEWHERE IN THESE TERMS OF SERVICE, YOU AGREE THAT ANY CLAIMS YOU MAY HAVE AGAINST

US FOR DAMAGES OR OTHER MONETARY RELIEF ARE LIMITED TO DIRECT DAMAGES. TO THE EXTENT PERMITTED BY LAW, BOUNCIE WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THESE TERMS OF SERVICE OR THE BOUNCIE SERVICE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOST OR CORRUPTED DATA, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BOUNCIE'S AGGREGATE LIABILITY EXCEED \$77 USD. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF BOUNCIE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT OR BREACH OF CONTRACT. THESE LIMITATIONS SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF SERVICE, AND APPLY TO ANYONE USING THE SERVICES OR ADAPTER OR MAKING A CLAIM ON YOUR BEHALF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU ARE RESPONSIBLE FOR YOUR ADAPTER IF IT IS LOST, STOLEN OR SUBJECT TO MORE THAN ORDINARY WEAR AND TEAR.

## **BOUNCIE CONTACT**

Bouncie wants you to be satisfied with its products and services. Should you have any questions about or difficulties with the operation or performance of your Adapter or the Bouncie Services, please contact client support personnel using the chat and communication features available in the app or on the Bouncie website.

### **Additional support is available by mail**

Bouncie Support  
500 N. Central Expwy.  
5th Floor  
Plano, Texas 75074

**For Apparent Insurance Customers Only**

Apparent Insurance Customer Service  
PO Box 5100  
Glen Allen, VA 23058

Email: [customerservice@apparentinsurance.com](mailto:customerservice@apparentinsurance.com)  
Customer Service Number: (877) 764-8679

## **INTELLECTUAL PROPERTY/OWNERSHIP**

The Service and all information and software provided by us through the Service, including the Bouncie App, are and shall remain our (or our affiliates' or applicable Service Partners') sole and exclusive property, are protected by United States copyright laws and may be subject to other intellectual property protections, including patent and trademark rights. You may not copy, distribute, modify, publish, broadcast, retransmit, re-use or otherwise reproduce the Service, information or software in any medium. Any violation of this restriction is an infringement of copyright or proprietary rights in the Service, information and software. As between you and us, we (and our affiliates and applicable Service Partners) own or license all such software and you do not acquire any rights in such software, including any right to use or modify the software (other than in the ordinary course of your receipt and use of the Service in accordance with these Terms of Service). We may update the software contained in the Adapter or Bouncie App from time to time. We may do this remotely without notifying you first. These software updates or changes may affect or erase data or metadata that is stored in the Service. We are not responsible for any affected or erased data or metadata due to a software update or change.

Any trademarks, logos and service marks (collectively, "Trademarks") displayed in connection with the Bouncie Service are the registered and/or unregistered trademarks of Bouncie, its affiliates, applicable Service Partners or other third parties. Nothing herein or contained in the Service may be construed as granting, by implication, estoppel or otherwise, any license or right to use or display any Trademarks or any variation thereof without the written permission of Bouncie or the owner thereof.

## **THIRD-PARTY BENEFICIARIES**

Without limitation of anything else set forth herein, you have no contractual relationship whatsoever with any of our affiliates or Service Partners, and these Terms of Service do not give you any rights against any affiliate or

Service Partner. You are not a third-party beneficiary of any agreement between us and any of our affiliates or Service Partners. None of our affiliates or Service Partners has any legal, equitable, or other liability of any kind to you under this agreement. In contrast, our parent companies, affiliates, subsidiaries, agents, predecessors in interest, successors in interest, and Service Partners are intended beneficiaries of the protections contained in these Terms of Service relating to, among other things, limitations regarding the Service and its use and limitations on liability.

## **OPEN SOURCE NOTIFICATION**

The Bouncie Service contains certain software that is covered by open source licensing requirements. Copies of the licenses and a list of the open source software that is used with the Bouncie Service is available at <https://bouncie.com/open-source>. All open source software contained with the Bouncie Service is distributed WITHOUT ANY WARRANTY. All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the list.

## **ASSIGNMENT**

We may, at any time, assign these Terms of Service, including our rights, interests and obligations thereunder, in whole or in part, or delegate any of our responsibilities under these Terms of Service to any other person or entity with prior notice to you. You may not assign these Terms of Service, including any of your rights, interests and obligations thereunder, in whole or in part, or delegate any of your responsibilities under these Terms of Service without our prior written consent. We are not under any obligation to give our consent, and any attempt to assign this Agreement without our written consent shall be null and void.

## **NO WAIVER**

No waiver of any right or obligation under these Terms of Service by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any right of ours is effective against us unless it is in a writing signed by us.

## **NOTICES**

### **BY YOU**

Unless expressly specified otherwise in these Terms of Service, all notices, requests, consents, approvals, and other communications required or permitted by you under these Terms of Service must be in writing and shall be deemed given when delivered in hand or five business days after being mailed using a reliable national mail service, registered or certified mail, postage prepaid, and addressed to Bouncie • Legal Department 500 N. Central Expwy, 5th Floor, Plano, Texas 75074. Bouncie may change its address for notification purposes by giving notice to you.

## **BY BOUNCIE**

We may issue notices via various channels, including by posting messages on our Website, sending you email, or posting messages through the Bouncie App. You consent to receive such notices and agree that any such notices that Bouncie sends to you shall be legally effective. You agree that any notices sent by email satisfy any requirement that the notices be provided in writing. If you do not agree, do not accept these Terms of Service. You may have the right to withdraw your consent to receiving certain electronic communications, and, when required by law, we will provide you with paper copies of all documents and records upon request. You may do so by contacting us at Bouncie • Legal Department 500 N. Central Expwy, 5th Floor, Plano, Texas 75074. If you withdraw your consent, we reserve the right to terminate these Terms of Service and the related Services. To receive or access the notices we send via email, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in Portable Document format (“PDF”). To retain the notices we send you, your device or computer must have the ability to download and store electronic communications, including PDF files. By accepting these terms, you verify that you are able to receive, access, and retain the notices we may send. You may change your email address for notification purposes at any time by updating your email address in the App.

## **ARBITRATION**

WE HOPE TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE IS AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT IS EXPECTED OF US BOTH.

YOU AND WE BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY THIS AGREEMENT, YOU ARE GIVING UP THE RIGHT TO

BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THESE TERMS OF SERVICE, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

1. THE FEDERAL ARBITRATION ACT APPLIES TO THESE TERMS OF SERVICE. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THESE TERMS OF SERVICE OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES), INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

2. UNLESS YOU AND WE AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY IN WHICH THE PRIMARY ACCOUNT HOLDER'S REGISTERED ADDRESS WITH US IS LOCATED. FOR CLAIMS OVER \$10,000 USD, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. IN SUCH CASES, THE LOSER CAN ASK FOR A PANEL OF THREE NEW ARBITRATORS TO REVIEW THE AWARD. FOR CLAIMS OF \$10,000 USD OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S RULES FOR CONSUMER DISPUTES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)), THE BBB ([WWW.BBB.ORG](http://WWW.BBB.ORG)) OR FROM US. FOR CLAIMS OF \$10,000 USD OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE.

3. THESE TERMS OF SERVICE DO NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB

PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THESE TERMS OF SERVICE. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

4. IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THESE TERMS OF SERVICE, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO US SHOULD BE SENT TO: BOUNCIE • LEGAL DEPARTMENT 500 N. CENTRAL EXPWY, 5TH FLOOR, PLANO, TEXAS 75074. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF SOUGHT. IF WE ARE UNABLE TO RESOLVE THE DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION.

5. AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

6. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IN SUBSECTION (3) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

7. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND WE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## **SEVERABILITY**

If any term or provision of these Terms of Service, or of any document incorporated herein by reference, is held by a court of competent jurisdiction to be contrary to law, then that term or provision shall be severed from these Terms of Service, and the remaining provisions of these Terms of Service or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each provision of these Terms of Service shall be valid and enforceable to the extent permitted by law and unless prohibited by law.

## **GOVERNING LAW**

Except where Bounce has agreed otherwise elsewhere in these Terms of Service, interpretation of these Terms of Service and any disputes covered by it are governed by federal law and the laws of the State of Texas, excluding its conflict of law provisions.

## **ROADSIDE ASSISTANCE**

### **TERMS AND CONDITIONS**

### **(NOT APPLICABLE FOR CUSTOMERS LOCATED IN CANADA AND MEXICO)**

#### **Important Consumer Information**

#### **1. EMERGENCY ROADSIDE ASSISTANCE – COVERED SERVICES**

Emergency roadside assistance program (“Program”) is provided 24 hours a day, 365 days a year and is administered by Vehicle Administrative Services, Ltd. (“VAS”). The Program is available to subscribing customers of Bounce (“Subscribers”) in the United States (including Alaska & Hawaii). The roadside assistance Services (defined below) are provided by SafeRide Motor Club, Inc. (“SMC”). The Program is not available outside of the United States (i.e., in Canada and Mexico).

The following Emergency Roadside Assistance services (collectively referred to as “Services” and individually referred to as a “Service”) are available to Subscribers who are experiencing non-accident related automobile incidents and are enrolled in the Program. The Program is specifically not designed to be used for accident related issues.

**Vehicle Towing:** Towing to Subscriber's choice of location or nearest qualified repair center (whichever is closer). Any additional expenses incurred in excess of the Maximum Allowable Expense (defined below) are the responsibility of the Subscriber, payable directly to the service provider or service facility (as applicable) at the time the towing is performed, and are not reimbursable.

**Vehicle Winching:** If a vehicle is stuck in a ditch, mud or snow and is accessible from a normally traveled roadway, dispatch coverage for winching is provided.

**Fluid Delivery:** A service vehicle will deliver up to 3 gallons of fuel (gasoline or diesel), coolant or oil to the Subscriber's location. There will be no charge for the Fluid Delivery, however, the Member will be responsible for the cost of the fluids.

**Jumpstart or Minor Roadside Adjustments to Start Vehicle:** Service is provided to jumpstart a battery or make other minor roadside adjustments to start the vehicle. Expenses for more extensive repairs, parts and labor are the Subscriber's responsibility, payable directly to the service facility at the time the parts or labor are provided to the Subscriber, and are not reimbursable. This service does not include charging a weak or dead battery.

**Changing a Tire:** Service is provided to change a flat or blown tire with your inflated spare. If no spare is available, the vehicle may be towed as provided above.

**Unlocking Vehicle Door:** Service is provided to gain access if the ignition key is lost or accidentally locked inside the vehicle.

**Reimbursement Up to \$100:** If VAS (or SMC) is unable to locate a service facility or provide Services in the area of the Subscriber's automobile, the Subscriber may locate a service provider and be reimbursed up to \$100 for a service covered by this program. To receive reimbursement, the Subscriber must contact VAS first and the Subscriber must submit the original receipt, a brief description of the event, and his/her name and address to: Vehicle Administrative Services, Ltd. c/o Bounce Roadside Assistance Program, 5001 Spring Valley Road, Suite 350W, Dallas, Texas 75244. Claims must be postmarked within 90 days after the date of the disablement.

Any service or work that is not listed above is specifically excluded from the Program.

## 2. ELIGIBILITY

Program eligibility is effective the tenth (10) business day after the date of enrollment in the Program. The Program is included as part of the benefits of the Bounce subscription (“Subscription”).

The Roadside Assistance Program is not available to Apparent Customers.

## 3. LIMITATIONS

There is a limit of three (3) Service requests and/or reimbursements in any twelve (12) month period.

## 4. SERVICES NOT INCLUDED IN THE PROGRAM:

The purpose of the Roadside Assistance Services is to provide non-accident related service in common emergency situations.

### **The Program does NOT include:**

Towing or service while at an auto repair center / service station to another location.

Towing or service on roads not regularly maintained (including private property).

Service when a vehicle is not accessible.

Service will not be rendered in areas not regularly traveled, such as beaches, fields or any other location that could be hazardous for service vehicles to reach.

Service will not be rendered to a vehicle that is not in a safe condition to be serviced.

Vehicle storage charges, cost of parts and installation, products, materials, impounding and additional labor relating to towing.

Service for taxicabs, limousines, ride-sharing, UBER, LYFT, car-sharing (such as TURO).

Service for vehicles used commercially

Service for tractors, boats, trailers, recreational vehicles and trucks (including dune buggies), competition vehicles, stolen vehicles, unlicensed vehicles, illegally parked cars or impounded vehicles.

Service for vehicle lock-out or any vehicle unlocking services.

Making a replacement key and/or lock repairs of any kind are not covered.

## **5. DISCLAIMER OF LIABILITY:**

VAS (and RMC) will not accept responsibility for repairs or the availability, delivery or installation of parts. All parts used and services provided by the service facility must be authorized and paid for by the Subscribers.

Since all authorized service providers are independent contractors and not agents or employees of VAS, VAS assumes no liability for any damage to the vehicle resulting from the rendering of Service or for personal items left in the vehicle. Any claims for personal injury or damage to property must be filed against the servicing facility.

The Services and benefits provided under the Program are subject to change without notice. Services are available in the United States.

You may cancel your Bounce Roadside Assistance at any time. You will not receive a refund for any portion of the Bounce prepaid Subscription.

Bounce may cancel your Bounce Roadside Assistance Subscription with 30 days' prior notice.

This is a Roadside Assistance agreement. This Roadside Assistance agreement incorporates all of the provisions set forth above in the Terms of Service by reference. This is not an automobile liability insurance contract or physical damage insurance and does not comply (and is not intended to comply) with any financial responsibility law.

Primary business office:

Vehicle Administrative Services, Ltd.  
5001 Spring Valley Road, Suite 350W  
Dallas, Texas 75244

Email: [team3@vas.claims](mailto:team3@vas.claims)

Phone: 972-455-1900

[www.vehicleadminsolutions.com](http://www.vehicleadminsolutions.com)

## **ENTIRE AGREEMENT**

This Terms of Service document (including the Privacy Policy, the Roadside Assistance - Terms and Conditions and any other document or policy

incorporated by reference into these Terms of Service) constitutes the entire agreement between you and us. It supersedes all other agreements, communications or representations, oral or written, between us, past or present. Bouncie is not responsible for any statements, agreements, representations, warranties or covenants, oral or written, including, without limitation, any statements from third parties, anything said by sales or Support representatives, concerning or relating to the Adapter or the Service provided to you pursuant to these Terms of Service or your subscription, unless such statements, agreements, representations, warranties or covenants are expressly contained in these Terms of Service.

## **QUESTIONS, CONCERNS AND COMMENTS**

If you have any questions regarding our Terms of Service, please contact us:

**Bouncie**  
**Legal Department**  
**500 N. Central Expressway**  
**5th Floor**  
**Plano, Texas 75074**