

LifeSafer®

L 250 Ignition Interlock User's Guide (With or without camera)

Also available in Spanish & French



LifeSafer®

People and Technology for Safer Communities

www.LifeSafer.com

*To schedule your service appointment
or for 24-hour emergency service.*

Call 1-800-634-3077



TABLE OF CONTENTS

Overview	1
What does the device look like?	2
How does the device work - Handset?	3
How does the device work - Camera?.....	4
Taking a test	5
Engine Stall Protect.....	9
Menu Options	9
Troubleshooting.....	11
Service/Monitoring Appointments	13
Proper Care and Use	16
Terms and Conditions	18

OVERVIEW

This manual contains operating instructions for the use of the LifeSafer L 250 Ignition Interlock Device (IID) with or without a camera. Not all jurisdictions require the addition of a camera. If you are not required to have a camera please disregard any instructions on camera usage.

The purpose of an IID is to prevent vehicle start-up until the user has passed an alcohol test. The IID is not an indicator of your level of impairment or your ability to safely operate a vehicle. You must rely on your own judgment. If you have been drinking alcoholic beverages, please find an alternative form of transportation.

This handbook explains the use of the LifeSafer L 250 IID, including operation, reporting and care of the unit. Please take the time to read this handbook while you are waiting for the IID to be installed in your vehicle, so any questions you may have can be answered before you leave.

Today, you will be trained on the proper use of the LifeSafer L 250 IID. Your service provider will also confirm the date of your first service appointment. This date will also be programmed into the device. At each service appointment the device's event log will be downloaded and reported to your Monitoring Authority.



WARNING:

It is your responsibility to keep your IID in good working order. You will be responsible for any lost or damaged parts of the unit. Please call 1-800-634-3077 for details on our Loss Protection Plan.

WHAT DOES THE DEVICE LOOK LIKE?

HANDSET



CAMERA*



* See page 17 for FCC compliance information.

HOW DOES THE DEVICE WORK? - HANDSET



Powering Up the Device:

To turn on the device turn the vehicle ignition switch on.

The following screens will appear, in order, once you have powered up the device. You will have 60 seconds to take a test before the device will automatically power down. To manually power down the device, press and hold the Up or Down button for 3 seconds.

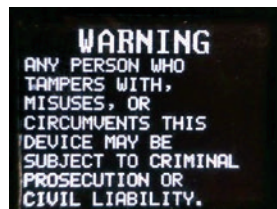
POWER ON



WELCOME



WARNING



HOW DOES THE DEVICE WORK? - CAMERA

State Camera Requirement

Some States require the addition of a camera so that the person taking the test can be identified and submitted to a monitoring authority as part of the reporting process.



The camera will be installed and aligned as part of the device installation process. Your service provider will make sure that the focus, field of view and operation of the camera is working correctly before you leave. Therefore, there will be no need for you to touch the camera during testing or any other time.

Wide Range Of View

Due to the camera's wide range of view, you will not need to look directly at the camera while blowing into the device during any test you need to take while in your vehicle.

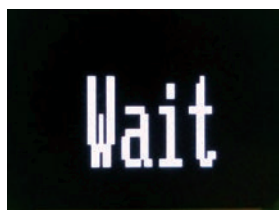
TAKING A TEST



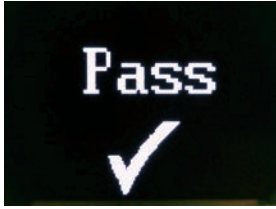
A warm up screen will count down the time until the device is ready for you to take the test. Typically the device will warm up in a matter of seconds. During periods of extreme cold the device may take up to 3 minutes to warm up. You can program three, twenty minute periods in 24 hours when the device will automatically power-up and be ready for a test when you get into your vehicle. For more details on how to program warm up times see page 10. Page 16 provides more information on using your device in extreme cold conditions.



To successfully complete a test you will need to blow into the mouth piece long enough and with sufficient pressure while generating a hum tone created by saying the word "DO" as you blow. Once you start to blow and hum the device will emit a continuous tone which will stop once you have completed the test.



The wait screen will appear while the device analyzes your breath sample.



Results:

The Pass screen indicates that your alcohol level is below the predetermined level. This screen will be immediately followed by the Start Engine Now screen, indicating you can now start your vehicle.



Depending on your jurisdiction, you will have between 60 seconds and 3 minutes to start your vehicle. If the engine is not started within this time, your device will go into "sleep" mode and you will need to take another test before you can start your vehicle.



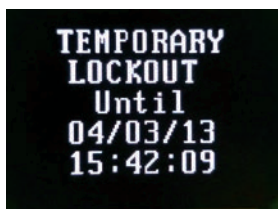
If you receive the Alcohol Warning screen this means that a low level of alcohol has been detected, but is not enough to result in a failed test. However, should your breath alcohol content rise while you are driving you may fail subsequent re-tests.

TAKING A TEST

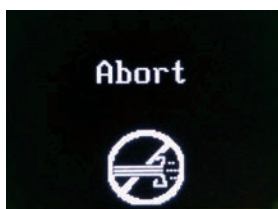


The fail screen means that your breath sample has an alcohol level above the predetermined level and you will be unable to start your vehicle.

Your first fail test will be followed by a mandatory 2 - 15 minute (depending on jurisdiction) temporary lockout.



Depending on the jurisdiction's requirements, one or more fails will result in a temporary lockout. Additional lockouts will occur for subsequent failures. The durations of these lockouts is set by the jurisdiction.



If during your test attempt you receive an Abort screen you have not failed the test. This just means that the device was unable to analyze your breath sample. There are a number of things that can cause an abort, such as blowing too hard, blowing too softly, not blowing long enough or not humming properly. The device will present you with an Abort screen detailing what the issue was.



Driving:

Once you have passed a test and are driving your vehicle you will be required to take a number of re-tests. Typically your first re-test will be shortly after the vehicle is started and at random intervals thereafter. In between re-tests the devices screen will continuously display "**DRIVE SAFE**".



Note: If a test is not taken and passed within the required time, and the vehicle is turned off, the device may still be active and the alarms may still sound until a test is passed or the test request expires. This may also result in a violation being reported, depending on the jurisdictions requirements.

To ensure the utmost safety while driving, the re-test notification screen display is just one word “**BLOW**”

When the device requires a re-test you will also hear two high pitched beeps. **You will have a limited time to take the test, typically between 3 and 10 minutes, depending on your jurisdiction.**

Until the device receives a passed test the following will occur:

- After a few seconds the initial beeping will get louder.
- After a short time additional alarms may be activated. Dependent on your jurisdiction, this may include your vehicle horn and/or emergency lights or headlights flashing.
- Depending on the jurisdiction, the additional alarms will continue until the breath test is passed, or the vehicle is turned off.

Failure to take and pass a test within the specified time may result in a violation being reported to the relevant regulatory authority.

A failed retest may result in a violation and an Early Recall (see page 15)

SAFETY BRIEFING

Always exercise safety first. The L 250 is designed with audible and visual direction to allow you to safely retest while driving. However, if you feel uncomfortable taking a test while driving you should safely exit traffic and stop your vehicle before taking a test.

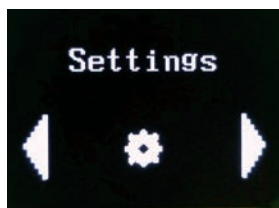
ENGINE STALL PROTECT



If your vehicle stalls , or is turned off, you will be presented with this screen and, depending on your jurisdiction, you will have 2 - 5 minutes to re-start your vehicle without having to take a test.

Note: This feature is disabled if a retest request is in process, has been ignored or was failed.

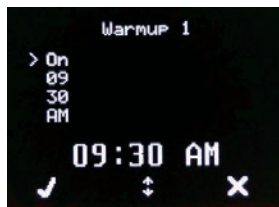
MENU OPTIONS



The device is configured to make the testing process easy. Therefore, it is preset to take you quickly to the Alcohol Test option. However, there are some other menu options that you may need to use at some point during your program.



When installing your device, your Service provider will pre-set your device to the appropriate language. However, if you need to change this option you can use the Left and Right buttons below the screen. Once the Settings screen is displayed you can use the Up and Down button to choose the setting you would like to change.

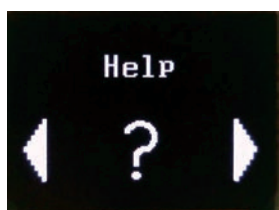


PRE-SET WARM UP TIMES:

During extreme cold weather any interlock device may take up to 3 minutes to warm up and be ready for testing. Your LifeSafer device allows you to program up to three, twenty minute periods in 24 hours when the device will automatically power-up and be ready for a test when you get into your vehicle. There must be at least 4 hours between each programmed 20 minute period.

NOTE: If you detach and re-attach the handset the device will remember your pre-set warm-ups and will automatically warm-up at the next programmed time.

To set up warm up times go to the Settings Screen and use the Up and Down Button to set-up each time.



A help screen can be accessed by using the Left or Right buttons below the screen. This will display the LifeSafer customer support number that you can contact for assistance.

TROUBLESHOOTING

The device has been designed to make it is easy to use. You may, however, encounter some of the following displays during or immediately after blowing an Alcohol Test.



A Hum tone is required by the jurisdiction. Hum, or say the word "DO" while blowing.



This is one of the Abort explanation screens and means that you have blown longer than the required time.



This abort explanation means that the breath sample delivered was insufficient.



The Blow Softer abort occurs when you are blowing too hard. Blow softer when you retest.

Breath Temperature Abort



The breath temperature abort occurs when the breath blown into the device is inconsistent with the normal temperature of human breath.

This may be due to you drinking an iced drink or exercising in the cold just before a test. If so, just wait a few minutes and try again.

Tip:
Blow slow and steady
for 5 seconds

After several consecutive aborts you may receive a tip screen with direction on how to successfully complete a test.

Low Battery



Displayed when the vehicle's battery is low. You will need to re-charge or replace the battery to ensure that the device continues to work effectively.

SERVICE/MONITORING APPOINTMENTS

Periodically you will be required to have the device's data downloaded, reviewed and reported by the service provider to the relevant regulatory authority. The device, vehicle and wiring may be inspected for signs of tampering, and the calibration of the device will be checked.

The following is an example of the information the device records and the type of information that the service provider may be required to report:

Recorded Violations:

- **Start-up Violations** – Starting the vehicle without passing a test within the required time frame, which varies by jurisdiction.
- **Power Disconnect** – Power is lost to the device's Relay Box. You should document any reason why the power was disconnected.
- **Failed Test** – Failing one or more test attempts indicating BrAC at or above the Fail level.
- **Retest Refused** – The driver failed to pass a Retest during the allowed period of time.
- **Retest Failed** – The driver took the Retest and Failed one or more test attempts at or above the Fail level.
- **Lockouts** – The number of Lockouts between service is recorded.
- **Early Service Recall** – If you have met the maximum number of any Violations an Early Service Recall will be recorded and the device will prompt you to return to the Service Center.
- **Time of Vehicle Use** – All vehicle starts are recorded and may be used to determine if the vehicle was operated during a restricted driving time.

Required Reporting:

Non Compliance

- Failure to report for scheduled monitoring check or any Early Recall that results in a Lockout
- Failure to pay for program services provided
- Failure to meet any other terms and conditions of the Interlock Program

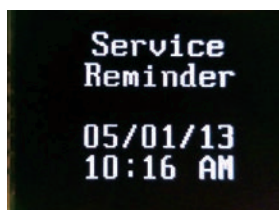
Circumvention

- Getting someone else to blow the breath test
- Providing a breath sample using a pump, balloon etc. instead of human breath sample.
- Disconnecting the vehicle's battery without Authorization from the Service Provider
- Attempting to move or obscure the camera.

Note: If the camera falls from where it was installed contact your service provider to have it re-mounted.

Tampering

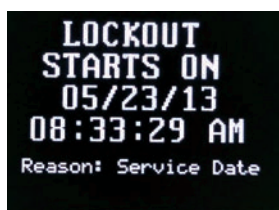
- Breaking of any anti-tampering seal on any part of the device including wires and connectors
- Opening the device
- Physically damaging the device in any way



The device will remind you of your scheduled service date by displaying a Service Reminder screen showing the date and time of your appointment. Depending on your jurisdiction, the first reminder will be 7 - 10 days prior to your appointment date. To remove this screen press the Right button below the screen.

You can check the date prior to the automatic reminder times. DO NOT turn the vehicle's ignition on. Simply press the UP or DOWN button on the handset, hold for 5 seconds and once the device powers up press either the right or left button to scroll to the Service Reminder screen.

Note: This date was programmed into your device at your last visit. If you change the date or time of your next appointment it will NOT be updated on your device.



If you do not return for service by the required date you will enter into a grace period between 3 and 10 days (depending on your jurisdiction) and the screen will change to a "Lockout Starts Warning" screen with the date the device will enter Permanent Lockout if it is not serviced.

If the device goes into permanent lockout you will not be able to take a test or start your car. If this happens you will need to call your service provider to obtain a Lockout Override code, or have your vehicle towed at your expense.

SERVICE/MONITORING APPOINTMENTS

The reason for the lockout is shown at the bottom of the screen and may include Service Date (meaning you are past due for service), Event Log Full, Device Failure, Bypass, and Violations.

If you have to change a scheduled monitoring appointment, you will need to call 1-888-769-6080 24 hours in advance to avoid a Missed Appointment Fee.

Early Recall:

Many Violations recorded by the device will require an Early Recall. This means that you must return to your service provider to have the device's data downloaded, interpreted and reported. Depending on your jurisdiction, you will have 3 to 10 days to return to your service provider before the device enters Permanent Lockout.

You will be advised of the Early Recall requirement via the Lockout screen. It will display the date and time the lockout will start along with the Reason: Violation.

The device monitors its own functionality in accordance with fail-safe technical requirements. Any type of malfunction or failure that could affect the reliability or accuracy of the device's test results will also put the device into Early Recall. This will again result in a Lockout screen advising of the date, time and reason for lockout.

Lockout Override Code:

The device has the ability to have a Lockout Override Code entered.

- Use of the code will temporarily lift the lockout, as defined by your jurisdiction, and will allow normal operation of the device and vehicle.
- You must call LifeSafer at 1-800-634-3077 for the code.

Vehicle Electrical Systems

The device operates off your vehicle's electrical system. If your vehicle is over 10 years old, you should have the electrical system checked by an automotive professional. If your vehicle has electrical shorts or a failed alternator, the power surges can damage the device and void the warranty. If applicable maintain proper water-levels in your car battery (use distilled water) and keep the terminal connections clean and free of corrosion. The device will usually work with an old battery, but bad or weak batteries are the primary cause of problems that can result in Early Service Recall and an unscheduled visit to the service provider at your expense. If your car battery is weak or old, ask your LifeSafer Service Provider what your jurisdiction's regulations are for having it replaced. Since all power disconnects are recorded and reported, you must document each time the battery is disconnected, or the device is disconnected from power. We have provided a chart on page 15 where you can document all disconnects.

Extreme Cold or Heat

It is recommended that you disconnect the device's handset from the coil cord and take it inside during extreme conditions. Since the handset is disconnected and not using power, this will not only help with the wait for warm-up, but will also ease the load on your vehicles battery during these periods. When the handset is disconnected do not allow it to become excessively moist, hot or cold. In extreme heat, removing the device and taking it indoors will protect its sensitive components and will help ensure you will be able to drive if your car has been in a very hot place for an extended period of time.

Avoid Contact with Moisture and Dirt

The device is not waterproof. It is an electronic product. Keep it out of the rain. Keep the device stored off the floor of your vehicle. Excessive contact with moisture, dirt, mud, or rain will damage the internal circuitry for which repair or replacement of the device is your responsibility.

Avoid Electro-Static Discharge (ESD)

Place the key in the ignition before picking up the handset. ESD, especially during the cold and dry winter months, is common and may damage the device.

CAMERA - FCC COMPLIANT STATEMENT

This device complies with part 15 of the FCC Rules.

Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This product has been tested and complies with the specifications 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. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used according to the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which is found by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna
- Increase the separation between the equipment or devices
- Connect the equipment to an outlet other than the receiver's
- Consult a dealer or an experienced radio/TV technician for assistance

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

Terms & Conditions

TERMS AND CONDITIONS (Version TC201511)

The Client is a participant in the Ignition Interlock Program (the "Program"). The Program involves the installation of an ignition interlock system in the Vehicle. The ignition interlock system consists of a sample head, relay module, siren and associated wiring, and such other components as may from time to time be installed or substituted as additional or replacement components (collectively, the "System"). The Program also involves monitoring the use and function of the System by means of a built-in events logger, having monitor checks performed and events log information retrieved at regular intervals, and providing the appropriate authorities responsible for administration of the Program (the "Administering Authorities") with periodic reports as to the Client's compliance or non-compliance with the requirements of the Program. Maximum monitoring periods are established by the Administering Authorities.

The function of the System is to prevent the Client from operating the Vehicle after consuming alcohol. The System requires a breath test prior to starting the Vehicle, followed by a series of retests at random intervals. If the driver fails the initial test, the System will enter a lock out state that prevents the Vehicle from being started for a period of time. If the driver fails a retest or does not take a retest when required, an alarm will sound until the retest is taken and passed or, alternatively, the driver stops the Vehicle and the engine is shut off. Attempts to tamper with or circumvent the System are recorded in the events log and are strictly prohibited. The Client is required to have the Vehicle inspected and monitored as scheduled, but if a Program violation occurs then the monitor date is advanced automatically. If the Vehicle is not returned for inspection and servicing in accordance with the Program, the System will prevent the Vehicle from being started and the Vehicle will have to be towed to the designated service center at the Client's expense.

1. IGNITION INTERLOCK SYSTEM: The System is owned by the Service Provider and not by the Client. The Client shall not acquire any ownership interest in or title to the System. The Client shall not, directly or indirectly, encumber or otherwise impair title to the System. The Client agrees to keep the System free and clear of all liens and encumbrances and will refrain from removing insignia or lettering on the System which indicates the Service Provider's ownership.

The Client shall return to the designated service center to have the System removed from the Vehicle when the Term ends. If the Client does not do so within five (5) days after the end of the Term, then the Service Provider and its employees, agents, and representatives shall have the right to recover possession of the System from the Vehicle wherever it is located without such entry being deemed to be a trespass or other unlawful act. The Client appoints the Service Provider as the Client's lawful agent for such purpose, with full power of substitution and with full authority to gain access and entry to the Vehicle and to remove the System from the Vehicle by whatever means required. Neither the Service Provider nor its employees, agents, or representatives shall be liable for any loss or damage occasioned thereby, and the Client agrees to indemnify and hold harmless the Service Provider, its affiliates, and their respective employees, agents, and representatives from and against any liability arising therefrom.

2. PAYMENTS: The Client agrees to pay the Service Provider for all fees, charges, and other amounts arising under this Agreement, including those fees and charges detailed in the Fee Schedule. Except as limited by law, regulation, the Program terms or Administering Authorities, the Fee Schedule is subject to change at any time, with or without advance notice, and in the sole discretion of the Service Provider.

Fees and charges payable include but are not limited to:

Installation Charge: This charge covers installation and training to familiarize the Client with the use and function of the System. Any changes to or additions of vehicles during the Term shall result in additional charges.

Monitor Fee: This charge is for the use of the System and scheduled monitoring based on the minimum number of monitoring days detailed on the Fee Schedule. Monitoring more frequently than specified in the Fee Schedule will result in an Early Service Fee.

Security Deposit: This deposit, if required by the Service Provider, is due and payable upon installation of the System and will be returned, without interest, to the Client at the end of the Term provided that the System is returned in accordance with this Agreement.

Miscellaneous Service Charges: These charges cover servicing of the System at times and/or places other than regularly scheduled monitoring, de-installation of the System for a vehicle change or at the end of the Program, as well as other charges not specified in this Section. No charge for service will be assessed where service is required due to a defect in the System; however the Client shall be responsible for delivering the Vehicle to the designated service center for repair or replacement of the defect.

Loss Protection Plan: This charge limits the Client's responsibility, subject to the conditions of the plan as identified in Section 7 herein, for damage to or loss of the System.

Early Contract Termination Fee: If this Agreement is terminated for any reason prior to the end of the Term, then the Early Contract Termination Fee listed on the Fee Schedule will be assessed as liquidated damages and not as a penalty. The Early Contract Termination Fee represents a genuine and reasonable estimate of the damages likely to be suffered by the Service Provider as a result of early termination. Minnesota Clients: your liability for monitoring and services charges in the event of your voluntary early termination are limited to those costs incurred during the time the System is installed in the Vehicle.

Appearance Fee: The Client will pay all charges, costs, and expenses incurred by or on behalf of the Service Provider if the Service Provider is requested to appear or provide information for a hearing, investigation, deposition, or attorney consultation. The Service Provider will charge the Client for time spent (including preparation and travel time), materials used, and costs incurred at the rates set forth in Document Production and Witness Fee Schedule version AF201411. The Service Provider must receive payment from the Client of the estimated total amount due in advance of any work by the Service Provider, regardless of who requests the Service Provider to appear or provide information. Any amounts due from the Client in excess of the estimate shall be due and payable upon the date of invoice for the excess.

Taxes: The Client is responsible for all taxes assessable on charges payable by the Client.

Enforcement Costs: The Client will pay all charges, costs, and expenses incurred by or on behalf of the Service Provider in collecting or attempting to collect amounts due under this Agreement or otherwise taking steps to enforce this Agreement, including steps to recover the System, including collection fees, attorney's fees, and court costs.

CLIENT'S INITIALS: _____

Payment Terms: All payments are to be made by the Client in the form of cash, credit card, personal check, certified check, or bank or postal money order. At its sole discretion, the Service Provider may require the Client to make all payments by credit card only. Except as limited by law or the terms of the Program, the Monitor Fee through to the next scheduled monitor date, together with applicable taxes, is due and payable in full at each scheduled monitor date. Additionally, except as limited by law or the terms of the Program, payment for any other charges, including applicable taxes thereon, is due in full in advance at the time the costs are incurred. The Client acknowledges that the Service Provider is under no obligation to perform any services until payment for such services, together with payment of any outstanding balance due, is made. The Client further acknowledges that if the System is not serviced as required, it will enter a permanent lock out state and the Vehicle will not start.

Monitor Fees and all other applicable charges under this Agreement shall continue to accrue until the System has been returned to the Service Provider in accordance with this Agreement, even if the System is not returned until after the end of the Term.

If this Agreement expires or if it terminates early for any reason, the Client shall not be entitled to a refund of any prepaid fees, charges, or other amounts payable under this Agreement.

Terms & Conditions (Continued)

3. **MONITOR APPOINTMENTS:** The Client shall return the Vehicle to the designated service center, which the Service Provider may reasonably change from time to time, for regularly scheduled monitoring as confirmed with the Client when the System is monitored. If an early recall is announced via the lights and tones of the System, the Client is obligated to return the Vehicle to the designated service center for unscheduled monitoring within the number of days prescribed by the System.

Upon payment by the Client, the Service Provider will do the following in accordance with Program requirements:

- inspect and service the System;
- retrieve stored information from the System's events log;
- prepare a report for the Administering Authorities as to the Client's compliance or non-compliance with the Program; and
- establish the next monitor date.

Service is by appointment only and subject to availability. A 48-Hour Appointment Rescheduling Fee, as set out in the Fee Schedule, will apply if the Client reschedules an existing appointment, at his/her option and for any reason, within forty-eight (48) hours of his/her scheduled appointment date/ time. A 48-Hour Appointment Rescheduling Fee will not be charged to Client if the Service Provider must reschedule the Client's appointment at any time and for any reason. If unscheduled service is required, the Client shall notify the Service Provider at least 24 hours in advance. Any missed appointment must be re-booked and will result in the payment of a Missed Appointment Fee as set out in the Fee Schedule.

4. **SERVICE PROVIDER'S RESPONSIBILITY:** Neither the Service Provider nor any of its employees, agents, or representatives shall be responsible for any loss or damage to the Vehicle or its contents during any installation, servicing, monitoring or removal of the System. The Service Provider will repair or replace, at the Service Provider's option and expense, any defect in the System. Such repair or replacement shall be the sole remedy of the Client with respect to the defect, and the Client waives all other remedies that the Client might otherwise have as a result of such defect. All repairs or replacements shall be done during normal business hours at the designated service center. In no event shall the Service Provider, its affiliates, or any of their respective employees, agents, or representatives be liable for any indirect, special, or consequential damages or lost profits of the Client or anyone else arising out of or relating to this Agreement, even if they have been advised of the possibility of such damages or lost profits.

THE FOREGOING IS IN LIEU OF ANY WARRANTY BY THE SERVICE PROVIDER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, THERE ARE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICE PROVIDER, THE SYSTEM, OR THE PROGRAM.

Without limiting the generality of the foregoing, the Client understands that the Service Provider does not warrant the ability of the Client or other users of the Vehicle to operate the Vehicle safely with the System and the use of the System does not in any way guarantee the safety of the Client or other users of the Vehicle, or of any passenger in the Vehicle. Operation of the Vehicle is the sole responsibility of the Client.

The Client also understands that the Service Provider does not warrant the ability of the System to prevent the Client or any other user of the Vehicle from starting and/or operating the Vehicle in violation of the Program or any federal, state, or local laws. THE CLIENT OR OTHER USERS OF THE VEHICLE SHALL NOT ATTEMPT TO START OR OPERATE THE VEHICLE AFTER CONSUMING ALCOHOL. THE MANUFACTURER OF THE SYSTEM DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED AS TO THE SAFETY OF THE CLIENT OR OTHER USERS OF THE VEHICLE OPERATING THE VEHICLE AFTER DRINKING ANY AMOUNT OF ALCOHOL, OR OF ANY PASSENGER IN THE VEHICLE.

ANY PERSON WHO TAMPERS WITH, MISUSES, OR CIRCUMVENTS THE SYSTEM MAY BE SUBJECT TO CRIMINAL PROSECUTION OR CIVIL LIABILITY.

5. **INDEMNIFICATION:** The Client agrees to indemnify and hold harmless the Service Provider, its affiliates, and their respective employees, agents, and representatives from any and all claims, demands, actions, costs, and expenses whatsoever that may arise, directly or indirectly, out of any act or omission of the Client, other users of the Vehicle, or persons under their care, custody or control, relating to the Client's participation in the Program. Such indemnification obligation shall continue after the Term. The Service Provider, its affiliates, and their respective employees, agents, and representatives will not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered by the Client, other users of the Vehicle, or any other person, resulting directly or indirectly from the Client's participation in the Program.

6. **PERSONAL DATA COLLECTION AND REPORTING:** The Client acknowledges that the System contains various personal data collection, recording, monitoring, storage, download, inspection, and reporting capabilities, which may include a camera and/or global position satellite (GPS) capabilities. The Service Provider may collect, review, store, transmit, and report information about the Client, the System, the Vehicle, or the Program to the Administering Authorities, to other governmental, law enforcement, or judicial authorities, or to other persons or entities whom the Service Provider reasonably believes are necessary in order for the Service Provider to perform its services, carry out its obligations with respect to the Program or the System, or fulfill its obligations under applicable law.

The Client expressly and irrevocably waives any right to privacy in such information and irrevocably grants the Service Provider permission to so collect, review, store, transmit, and report such information.

Nothing in this Agreement shall obligate the Service Provider to provide such information to the Client or the Client's attorney;

CLIENT'S INITIALS: _____

provided, however, that the Service Provider may elect to provide such information to the Client or an attorney that the Client designates in writing as representing the Client if the Service Provider determines in its sole discretion that it is permitted to do so by the Administering Authorities. The Client will warn anyone using the System or whose personal information may be captured by the System that such person has no right of privacy whatsoever in such information.

Client consents to communications by the Service Provider or the Service Provider's agents using any of the contact information provided herein, including contacting Client or nearest relative via e-mail or mobile telephone. Any information obtained by Service Provider or Service Provider's agents may be used by Service Provider or Service Provider's agents in the collection process upon the occurrence of a Default.

Service Provider may send the Client special offers, promotions, surveys, and other marketing information by email using the contact information provided to Service Provider by Client. If the Client prefers not to receive email marketing materials from Service Provider, the Client may opt-out at any time by following the instructions to unsubscribe as provided in the Service Provider's email. Service Provider will not sell, trade, or otherwise transfer the Client's personal information to outside parties for marketing or advertising purposes.

7. **LOSS PROTECTION PLAN:** The Loss Protection Plan (the "Plan") provides that the Client's financial responsibility for damage to or loss of the System shall be limited to the Plan loss liability amounts indicated on the Fee Schedule. The Client shall be automatically included in the Service Provider's Loss Protection Plan and responsible for payment of the Plan's fees as indicated on the Fee Schedule unless the terms of the Program do not permit the Client's participation in the Plan or the Client elects to opt out of the Plan by signing below. The Service Provider reserves the right to terminate the Plan if the Client has two (2) or more claims under the Plan during the Term or the Client does not pay the Plan's fees. However, in no event shall the Plan limit the Client's financial responsibility for damage to or loss of the System caused by a willful act or omission on the part of the Client or any other permitted user of the Vehicle. If the System is lost or damaged while covered by the Plan, then the Client must present a copy of the applicable police report along with any other evidence of the loss and pay the Service Provider the applicable liability limit fee within seventy-two (72) hours of the loss. If the Client elects to opt out of the Plan by signing below, and as permitted by the Program, or if the Plan is not available to the Client, then the Client is responsible for any loss or damage to the System (up to the amount indicated on the Fee Schedule for a complete loss of the System).

Client to sign below only if electing to opt out of the Plan*:

Client Name (Print): _____

Client Signature: _____ Date: _____

*If Client would like to participate in the Plan, then Client should not sign in space above.

8. TERM AND EARLY TERMINATION: The Term of this Agreement is described in the Program Service Agreement. Except as limited by law or the terms of the Program, the Service Provider or the Client may terminate this Agreement at any time prior to the end of the Term by giving written notice of termination to the other party. This Agreement shall terminate immediately if the Service Provider receives notification from the Administering Authorities that the Client's participation in the Program has been revoked, suspended, canceled or otherwise terminated. In addition, the Service Provider may terminate this Agreement at any time prior to the end of the Term by giving written notice to the Client upon the occurrence of any of the following:

- (a) Failure by the Client to pay any fees, charges or expenses arising under this Agreement when due;
- (b) Failure by the Client to return the Vehicle to the designated service center within five (5) days after any scheduled monitor date;
- (c) Damage to or loss of the System caused by any act or omission of the Client or occurring while the System is in the Client's possession or control;(d) Any tampering with or attempting to circumvent the System, as determined by the Service Provider in its sole discretion;
- (e) Any attempted sale, lease, assignment, transfer of title, or other transfer of legal or equitable ownership or possession of the Vehicle by the Client or registered Vehicle owner without the Service Provider's prior consent;
- (f) Any actual or threatened seizure, impoundment, repossession, or dispossession of the Vehicle; or
- (g) Any other breach of this Agreement by the Client.

9. GENERAL PROVISIONS: This Agreement constitutes the entire agreement of the parties. Service Provider employees or representatives have no authority to vary the terms of this Agreement. The Client may not rely upon, and the Service Provider will not be bound by, any variations or representations, whether oral or written, made by the Service Provider employee or representative. No provision of this Agreement may be changed except by a written agreement that is signed by the Client and the Service Provider.

No exercise or waiver, in whole or in part, of any right or remedy related to this Agreement by the Service Provider will operate as a further waiver of that right or remedy or as a waiver of any other right or remedy. No delay on the part of the Service Provider in exercising any right or remedy will operate as a waiver of that right or remedy. No waiver by the Service Provider will be effective unless made in writing and signed by the Service Provider. If any provision of this Agreement is prohibited by law or found to be invalid, it shall not affect the remaining provisions.

Section headings are included in this Agreement for convenience only and have no independent meaning or effect.

Any notice given pursuant to this Agreement shall be sufficient if in writing and delivered personally or sent by ordinary prepaid mail to the address of the Service Provider or the Client, as the case may be. In the event that notice is given by mail as aforesaid, it shall be deemed to have been received on the third business day after mailing.

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio (regardless of any applicable conflict of laws principles) and the parties hereby expressly submit to the jurisdiction of the courts of Hamilton County, Ohio for adjudication of any dispute arising therefrom.

The Client may not assign or delegate its rights or obligations under this Agreement, in whole or in part. The Service Provider may assign or delegate its rights or obligations under this Agreement, in whole or in part, at any time.

Capitalized terms used but not defined in these Terms and Conditions shall have the meanings given to them in Program Service Agreement version SA201511 or the Fee Schedule version FS201506, as the case may be.

By signing below, Client acknowledges that Client has read and understood the Terms and Conditions of the Program.

Client Name (Print): _____

Client Signature: _____ Date: _____

Print Name of Authorized Representative of Service Provider: _____

Signature of Authorized Representative of Service Provider: _____ Date: _____

24-Hour Service Assistance

- *We are always here to help you – 24 hours a day.*
- *If you call after business hours, please listen carefully to the prompts which will allow you to leave a message, or speak to a Customer Care Agent*
- *The Customer Care Agent will try to alleviate the issue if possible*

- *To schedule an appointment*
- *To make a payment*
- *For assistance*
- *If you experience any issues with your device*
- *If the device is notifying you that it needs service*

Call our Customer Care Center

1-800-634-3077

LifeSafer®

For more information about LifeSafer, visit us online at
www.LifeSafer.com

Or e-mail us at
info@LifeSafer.com

FOLLOW US :

