

# LIMITED TIRE ROAD HAZARD WARRANTY USER AGREEMENT & ENROLLMENT FORM

BY ENROLLING IN THE TIRE ROAD HAZARD WARRANTY, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ALL POLICIES), EACH AS MAY BE MODIFIED FROM TIME TO TIME. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST TERMINATE YOUR ENROLLMENT IN THE TIRE ROAD HAZARD WARRANTY.

This User Agreement (the "Agreement") is an agreement between you ("you", "your", or "Original Selling Facility") and Sonsio Management, Inc. (collectively "we", "us", "our", or "Sonsio") and applies to your enrollment and participation in the Tire Road Hazard Warranty (the "Program"). **Enrolling in the Program enables access to nationwide service for the road hazard warranty you offer to customers purchasing new tires.**

Sonsio reserves the right to change or modify the Program as required by state law, underwriting, risk management, or critical operational purposes. Modification of the Program, pricing, coverages, rules and regulations may occur at any time and you will be provided with notice of changes to Program coverage, terms, conditions, forms and pricing.

Program notices and addendums shall be sent to the electronic mail address, fax number, or postal address in your Program enrollment record. No change shall be retroactively effective. Any such change will be effective upon our notice to you or as communicated within the notice. Your continued enrollment in the Program after the effective date of the notice will be deemed acceptance of the changes.

If you do not accept a change to this Agreement or the Program, your sole remedy is to contact us and terminate your enrollment in the Program. You are at all times responsible for reading and understanding each version of this Agreement and the Program Statement.

**1. Program Assistance.** Sonsio will provide locator referral assistance to customers who have purchased new tires and a road hazard program from you and under limited circumstances will investigate, process and adjudicate claims covered by the Program in accordance with Program procedures. Sonsio will pay valid approved claims which are presented in the manner required by the Program Statement and this Agreement only while the Original Selling Facility is enrolled in the Program and when (i) the customer is more than 25 miles from the Original Selling Facility, (ii) the Original Selling Facility, the tire servicing facility, and the customer followed the instructions set forth in the Program Benefit Statement, and (iii) the customer is not able to go to a facility commonly owned with or by the Original Selling Facility.

**2. Compliance.** Original Selling Facility agrees to comply with all applicable laws and regulations in offering the Program. Original Selling Facility agrees to abide by all current and future procedures, guides and rules concerning the Program as issued. In the event the Original Selling Facility acts in violation in the sale of the Program or submission of claims, Original Selling Facility shall be solely responsible for all costs of such claims. Additionally, Original Selling Facility agrees to properly reserve for all Program claims.

**3. Providing Information About the Program.** Sonsio provides a Program Orientation via telephone conference call to educate you and your employees about the Program. You may request an orientation at any time by calling 1-866-538-7636. It is your responsibility to ensure that you and your employees are providing accurate information about the Program to your customers. You shall not waive, modify, or amend any of the terms and conditions of the Program. You have no authority to incur any liability on behalf of Sonsio, [Client], the Program, or to make representations about coverage not contained in the Program.

**4. Promotion of the Program.** Any materials intended for use in introducing and promoting the Program to current and/or prospective new customers through any channel of communication (e.g., print, web, radio, television) that are not provided by Sonsio or [Client] for that express purpose must be submitted in advance to Sonsio for review and written approval or rejection and no representation shall be made by you which expands or alters the Program in any manner whatsoever. Approval or rejection by Sonsio shall not be unreasonably withheld.

**5. Your Responsibility for Claims.** The Original Selling Facility is responsible for all claims when the customer is within 25 miles of that location, and all claims presented to a facility commonly owned with or by the Original Selling

Facility. If a customer is within 25 miles of your location, but is unable to return to you, you are responsible for reimbursing that customer for services performed by another tire servicing facility.

**6. Right of Review.** Original Selling Facility shall maintain all sales and claims records related to this Program for a period of not less than three (3) years from the date of the sale and/or claim. Upon reasonable advance notice, Original Selling Facility shall make these records available to Sonsio or [Client] for the purpose of audit, copy and review during normal business hours at its location.

## 7. Termination.

- This Agreement may be terminated at any time by either party.
- This Agreement shall terminate immediately upon notice by either party of the discovery of fraud. This Agreement shall also terminate immediately without notice in the event of filing of bankruptcy, assignment for the benefit of creditors, filing of petition for reorganization or arrangement with creditors, appointment of receiver, or any attachment, levy or execution.
- Sonsio may terminate this Agreement, effective on the date notice of termination is given, if any one of the following events occur: (i) Original Selling Facility fails or refuses to follow the terms and conditions of the Program, User Agreement, or Program procedures; (ii) Original Selling Facility claims exceed the risk parameters established by Administrator; (iii) Original Selling Facility is no longer selling the Program, or if the Original Selling Facility ceases doing business; (iv) the failure of Original Selling Facility to remit any monies due Sonsio within the time required by this Agreement; (v) modification by Original Selling Facility of any Program-related materials provided by Sonsio; (vi) the failure of Original Selling Facility to remedy any other breach of this Agreement by Original Selling Facility within fifteen (15) days after notice of such breach by Sonsio.
- Upon termination of this Agreement by either party, all current and future claims liability is the sole responsibility of the Original Selling Facility. Sonsio will have no further responsibility or obligation to provide assistance after the effective date of termination.
- Termination of this Agreement shall not alter or suspend Original Selling Facility responsibilities and obligations as defined in the Program Statement.



**You must read and complete this User Agreement & Enrollment Form, and fax to 1.866.282.3667 to become enroll in the Tire Road Hazard Warranty.**

## Enrolling Shop Information:

Shop Name (DBA) \_\_\_\_\_

Contact \_\_\_\_\_

Title/Position \_\_\_\_\_

E-mail Address \_\_\_\_\_

Main Phone No. \_\_\_\_\_

Main Fax No. \_\_\_\_\_

Multiple Locations  Yes  No

Street Address \_\_\_\_\_

Street Address Line 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_