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# ELD ONE™ Privacy Policy

#### 1. Information We Collect.

This Privacy Policy covers the collection of personally identifiable as well as anonymous information. Personally identifiable information is any information associated with your name, personal identity, business that you represent (if any), and contact information. Anonymous information is data about usage patterns, reported in aggregate that cannot be connected to the identity of a specific individual. BY USING THE SOFTWARE, YOU CONSENT TO THE COLLECTION OF LOCATION AND LOAD STATUS DATA OF YOUR UNIT. We will collect and store this information for 6 months, then permanently delete it from our servers.

## 2. Location-Based Data.

When you use the Software, we collect certain technical and routing information about your mobile device like the browser type, operating system, CPU speed, and Internet Protocol ("IP") address of your originating Internet service provider. The App is primarily designed, however, to track driver location and load status as well as to allow shipping customers to see a status of their particular delivery. We use the IP address to track your use of the Service, including pages visited and time spent on each one. All of the information that is automatically submitted to us by your browser is considered anonymous information. To the extent that we share such information with third parties, it is not traceable to any particular user and will not be used to contact you.

# 3. Cookies.

This Service uses cookies that are small data files that assign you a unique identifier. Cookies allow your mobile device to "talk" with the Service and permit us to administer our Service more efficiently and to provide a more tailored and user-friendly service to you. You can set your browser to notify you when receive a cookie or prevent cookies from being sent but that may limit the functionality we can provide you when you visit the Service.

## 4. How We Use the Collected Information.

We collect personally identifiable information only for the purpose of displaying information about your specific unit to the fleet owner and shipping customers. When you submit personally identifiable information to us, you understand that you are agreeing to allow us to access, store and use that information for those purposes. We may be required by law enforcement or judicial authorities to provide personally identifiable information to the appropriate governmental authorities. If we receive such a request, we will provide the requested information on receipt of the appropriate documentation, like a subpoena or court order. We may also release information to law enforcement agencies or other third parties if we feel it is necessary to protect the safety and welfare of our personnel. We do not share any of your personally identifiable information with anyone else but may share anonymous information with our advertising partners.

## 5. Transfer of Customer Information.

Customer lists and information are considered assets of our business. If we merge with another entity or sell our assets to another entity, our customer lists and information, including personally identifiable information you have provided us, would be included among the assets that would be transferred.

# 6. Security.

We strive to maintain secure data networks protected by industry standard firewall and password protection. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorized individuals have access to the personally identifiable information that is provided by our users. We do not, however, guarantee that unauthorized, inadvertent disclosure will never occur.

## 7. Background Location

ELD ONE application needs to use background location as this is a requirement of Federal Motor Carrier Safety Administration (FMCSA) Electronic Logging Device (ELD) mandate. We must satisfy FMCSA's minimal requirements including collecting and recording the exact geolocation. Due to the fact that GPSTab ELD application is a tool used by drivers throughout the day (shift), drivers periodically lock and minimize the application on their tablets/phones and we must continue to track their location in the background. This is one of the main requirements of the mandate as geolocation must be recorded and shown during specific events such as but not limited to Driving, Intermediate Location, On/Off duty statuses.