

## PRIVACY POLICY

If you are a new TrackEnsure subscriber on or after August 21, 2017, or if you use the Site on and after this date, this Privacy Policy applies to you.

We have updated our Privacy Policy to make it more modern and easy to understand, and to bring TrackEnsure, TrackEnsure POD/PAPS/PARS/BOL/Equipment, TrackEnsure ELD, TrackEnsure Fleet, TrackEnsure CVP customers under a single uniform privacy policy. This update is primarily meant to bring our customers under one privacy policy, regardless of the TrackEnsure services you use. In addition, we have modernized our disclosure policy by outlining our use of social media, mobile, and online analytics information. We also describe in more detail how we collect and receive personal information from third parties.

Your privacy is important to TrackEnsure Inc. (referred to as “TrackEnsure”, “we” or “us” in this Privacy Policy).

This Privacy Policy explains how we collect, receive, store, use and disclose your personal information.

When you use trackensure.com (the “Site”), when you sign up for and use our Fleet Management services, when you purchase a GPS or an ELD piece of equipment, when you use TrackEnsure through our mobile and browser-based apps, and all related sites, widgets, tools, apps, data, software, APIs and other services provided by TrackEnsure (the «Services»), you agree to the terms of this Privacy Policy.

BY USING THE TRACKENSURE, YOU AGREE TO THESE PRIVACY POLICY OF USE; IF YOU DO NOT AGREE, DO NOT USE THE TRACKENSURE.

BY USING THIS INFORMATION, YOU ARE REPRESENTING AND WARRANTING THAT APPLICABLE LAWS AND REGULATIONS OF YOUR JURISDICTION ALLOW YOU TO ACCESS THE INFORMATION AND YOU CONFIRM THAT YOU ACCEPT THE PRIVACY POLICY.

### **SUMMARY OF PRIVACY POLICY**

The following is a summary of how we collect, use, and share personal information. For a full description of our practices relating to personal information please read this Policy in its entirety.

#### **1. INFORMATION WE COLLECT AUTOMATICALLY FROM THE USE OF OUR SITE AND SERVICES**

- If you simply visit TrackEnsure to read content, we will use information to provide a good experience as:
  - IP address;
  - Device identifiers;
  - Web browser information;
  - Cookies and other tracking technologies.
  - Log data (e.g. access times, hardware and software information).

You are not required to provide us with any personal information as a Visitor.

#### **• Cookies**

When you view our Site, we may store small text files on your device called cookies to automatically recognize you each time you visit. Cookies can help us in many ways, for example, by allowing us to tailor the Site to save your options so that you do not have to set them up manually each time. Cookies also are used to help us track visitors, track usage, conduct research, target advertising, and improve our content and Services. Other sites may also use our cookie to anonymously identify your browser when you visit, such as advertising services that may appear on other sites.

*We use Google products including: Google Analytics.* We use these products to understand how the website is being used in order to improve the Visitor experience. User data is all anonymous. For an overview of privacy policies, click on them:

- ✓ [Google Privacy Policy](#);
- ✓ [Google Analytics Privacy Policy](#).

### **How to Opt-out from using your information by Google?**

Anyone has ability to prevent their data from being used by Google Analytics, [click here](#).

## **2. INFORMATION WE COLLECT FROM YOU**

We collect information when you:

- purchase and subscribe to our Services or sign up for a trial to our Services
- purchase an Electronic Logging Device or a GPS device;
- create an account to use our Site and our Services;
- use our Site and our Internet-delivered Services;
- sending us an voluntarily completed form «Contact us» for support or customer service (we use your email address, name, phone number, other personal data as part of your communication, as well as the content of your message);
- subscribe to receive our newsletters, emails or similar (we collect your name, email address and newsletter preferences).
- use a TrackEnsure page on a social media service, such as our Facebook and Google+ pages or our YouTube channel;
- sign up for our newsletter;
- enter TrackEnsure contests or promotions.

### **2.1. ACCOUNT DATA**

There are different types of account and you can register as a:

- Fleet Manager;
- Owner Operator;
- Company Driver.

When you sign up to subscribe to our Services, sign up for trials of our Services, contact us for support or information, order items from the store on our Site, sign up for a newsletter or other marketing communications, or sign up for a contest or promotion, we may collect:

- your name, address, telephone number, and email address;
- your payment information such are your credit card number and associated information;
- your Vehicle Identification Number (“VIN”);
- demographic information, including language of preference, referral source, and other marketing information if you agree to provide it.

You may also give us personal information when you use the interactive portions of our Site and Services.

Note that any information you post on interactive Sites and Services are often public and can be seen by others.

Finally, we may also collect information you give us when we interact with you on social services such as Facebook, Google+, and Twitter.

Location information: TrackEnsure mobile will determine your location for the purposes of providing services.

### **2.2. INFORMATION USES FROM WHICH YOU CAN OPT-OUT ON REQUEST**

- Marketing communication

You may opt-out from our communications related to the marketing of our Services without any impact on your use of the Site or Services.

- Partner and joint marketing uses

You may opt out of any disclosure to third party marketers without any impact on your use of the Site or the Services.

You may opt out of the following disclosures and uses of your personal information without impact on your use of our Services. You may do so by emailing [info@trackensure.com](mailto:info@trackensure.com).

### **2.3. ACCESS AND UPDATE YOUR INFORMATION**

We give you access to a broad range of information about your account and your interactions with us in the «My Account» portion of the Site. You may also have access to the foregoing by contacting customer care by phone or email.

You are responsible for updating and maintaining the truth and accuracy of the personal information you provide to us.

### **3. PAYMENT DEMANDS AND TERMS**

- The services are paid off after the payment from you is credited to the TrackEnsure account.
- If you are making a payment you agree to provide us with valid payment information.
- Please note, that the currency of payment and the savings of your funds in your account is and payment systems make currency conversion. Before payment, please check with your bank for real exchange rates.
- For your convenience, we give you the opportunity to make transactions using a number of different sources of financing, such as credit and debit cards, other payment methods.
- The methods of payment used by us may vary depending on your country and may be changed by us at any time at our sole discretion.

Please note, that we may use the services of third-party payment processors to process your payments.

- Before making a payment, carefully study the details of the transaction, since the total cost may include commissions, taxes, fees and other mandatory payments established by third parties that you will be required to pay.

**IF YOU HAVE NOT REACHED THE AGE OF MAJORITY, YOU CAN MAKE A PURCHASE USING ONE OR ANOTHER PAYMENT METHOD, ONLY WITH THE PERMISSION OF ONE OF YOUR PARENTS OR GUARDIAN.**

- When making a payment, you give us (and our special payment systems) permission to debit the full amount from the payment data that you specify for the operation. You also give us permission to collect and store payment data along with other transaction information. In addition, we can use certain services for updating payment card details, the availability of which depends on the issuer, so that the information on payment data stored with us is always up to date.
- If you pay by credit or debit card, we can obtain from the card issuer prior approval of payment in an amount that may equal its full value. Funds will be debited from your card at the time of payment initiation or shortly after it. If you cancel the operation before it is completed, the transaction amount may not be returned to you immediately due to the need to obtain the approval mentioned above.

If the debit operation leads to an overdraft or the collection of other bank charges from you, you are solely responsible for the specified obligations to the bank.

- When you use any form of payment, you represent and warrant to TrackEnsure that:
  - ✓ You are the legal owner of this payment method and have the right to use it;
  - ✓ The payment method you use is valid.

✓ the use of such a payment method and the initiation of payments in the TrackEnsure are carried out in accordance with the law applicable to you.

Measures we can take:

We may deny you the right to make payments in the TrackEnsure at any time at our discretion.

- We may cancel any transaction if it seems to us that it violates this Privacy policy or such cancellation can prevent financial losses.
- In order to avoid financial losses that you or we may suffer, we have the right to postpone the payment for some time, restrict the possibility of using payment data for a transaction or the possibility of making a payment or deactivate your account.
- In order to avoid financial losses that you or we may suffer, we have the right to contact the issuer or the source of your payment data, law enforcement agencies or interested third parties (including other users), and exchange information with them about any payments related to you, if we proceed from the assumption that this will prevent financial loss or violation of the law.
- We reserve the right to terminate or suspend your use of the paid services of the TrackEnsure at any time and for any reason without any obligations.
- If you suspect that an unauthorized or other improper transaction has been made under your account, you must immediately notify us to prevent financial losses. If you missed a notice or complaint from the 10-day deadline, we have the right to refuse to consider any claims against us in connection with certain transactions in full and to the extent permitted by applicable law of Poland.

#### **4. HOW WE USE YOUR PERSONAL INFORMATION WE COLLECT AND RECEIVE**

- To give you access to your account;
- To contact you, respond to customer support requests for information or provide technical support;
- To improve the quality of our Services, to test and implement new features and products, to troubleshoot, to monitor the effectiveness of our Services;
- To notify you of any important information regarding our Services;
- To prevent unauthorized or fraudulent use, or abuse of Services on our Website;
- For any other purposes that we specifically communicate to you when we collect that information with your consent, or for which we have a legitimate interest, such as direct marketing, individual or market research, or anti-fraud protection; and
- To market our products and services and to provide you with materials about offers, products, and Services that may be of interest, including new content or Services, including tailoring content, advertisements, and offers, and to notify you of offers, products and services that may be of interest to you, for other purposes disclosed at the time that you provide your information, or otherwise with your consent\$
- To notify you about changes to our service;
- To ensure that content from our Website is presented in the most effective manner for you and for your device;
- To carry out our obligations arising from any contracts entered into between you and us and to provide you with the information and services that you request from us;
- To administer our Website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes, traffic levels on the Sites, and other usage data, all of which helps us to provide content tailored to your interests and improve the Site and related Services.

Often, much of the data is aggregated or statistical data about how people use our Services or Website and is not linked to any personal data. To the extent that this data is itself personal data, or is linked to personal data, we treat it accordingly.

#### **4.1.1. INFORMATION THAT WE SHARE**

We share information with:

- Service Providers.

We could share information as Non-Identifying Information.

We share your information with service providers that assist us in delivering our Services. These third parties have access to your personal information only to the extent necessary to perform the functions they carry out on our behalf, are not permitted to use it for other purposes, and are bound to keep the information strictly confidential.

It is not considered a violation by our company to provide information to agents and third parties acting on the basis of an agreement with us, in order to fulfill our obligations to you and only within the framework of agreements. For example, we can hire other companies to process payments, provide data storage, to assist in marketing, to conduct audits.

Third-party suppliers undertake to protect personal data to the same extent as we do. Third-party suppliers are also prohibited from using your personal data for any other purposes.

We may share your information with third parties with whom we have contracted, affiliates and business partners. We will require the recipients to use your personal information only for appropriate purposes and take appropriate measures to protect your personal information.

We also may disclose your information when permitted or required to by law, to enforce our Customer Agreement and our legal relationships with third parties, and to detect, prevent, or otherwise address fraud, security, or technical issues.

Except as described in this Privacy Policy, we will not provide your information to any third parties without your consent, unless we honestly believe that we are required or allowed to do so in accordance with applicable law.

In the event that we sell or transfer all or a portion of our business or assets to a third party, such as in the event of a corporate sale, merger, reorganization, dissolution or similar event, we may transfer information that we have collected to such third party. We will require such a third party to continue to comply with this Privacy Policy.

We may disclose information if we believe it is necessary:

- to respond to an emergency.
- to protect the legitimate rights, privacy, property, interests, or safety of TRACKENSURE, our patients, business partners, personnel, or the general public;
- to comply with any law applicable to us, a request from law enforcement, a regulatory agency, or other legal process;
- to pursue available remedies or limit damages;
- to enforce our duties, obligations, business transfer;

We reserve the right to disclose user information when we believe in good faith that such action is necessary to comply with a legal obligation.

## **5. INFORMATION SECURITY**

Personal information may be stored in Canada or with our affiliates and service providers in foreign countries, including in the United States, where it will be subject to the legal regimes of those jurisdictions.

To help protect the confidentiality of personal information, we use administrative and technological safeguards appropriate to the sensitivity of the personal information being protected. For instance, we operate secure data networks protected by industry standard firewall and password protection systems. Personal information is stored in secured locations and on

services located either at our offices or at the facilities of our data storage providers and technology service providers.

We protect the security of the information you provide to make purchases and to activate subscriptions online by using Secure Sockets Layer software, which encrypts the transmission of such information to our Services.

## **6. CHANGES TO THIS PRIVACY POLICY**

TrackEnsure reserves the right to modify or supplement this Privacy Policy statement at any time. If we make any material change to this Privacy Policy, we will update this Site to include such changes and post a notice on our home page with a link to the updated Privacy Policy. Please read any such notice and the new Privacy Policy statement. Your continued use of this Site and the Services after we post such notice will constitute your acceptance of the new terms and their TrackEnsure to your use of the Site and the Services.

Information disclosed for such use, including information previously furnished to us, will be treated as if any changes to this Privacy Policy formed the initial terms. However, we will seek your consent if we want to use your personal information for purposes other than those you have agreed to previously.

## **7. CHILDREN'S PRIVACY**

The following guidelines supplement our general Privacy Policy and follow the rules set by the U.S. Children's Online Privacy Protection Act (COPPA) and other applicable laws.

When we use the term «child» or «children» below we mean an individual under 13 years of age or the appropriate age for services directed toward children as defined under applicable laws in other jurisdictions or an individual under 16 years of age in countries subject to the EU General Data Protection Regulation («GDPR») where the collection, use or disclosure of personal information about such an individual is restricted by applicable law. When we use the term «parent» below, we mean to include legal guardians.

If you a parent and you find out that your child has provided us with personal information without your consent, you can delete your child's account by selecting the appropriate option in your child's TrackEnsure Settings or by notifying us. If we find out that we have collected any personal information from children under the appropriate age, we will immediately take steps to remove such information and cancel the child's account.

## **8. TERM AND TERMINATION**

We may terminate your right to access and use the services offered on the TrackEnsure Website at any time for any reason without liability. If we do so, or if you elect to delete your profile, any rights granted to you herein will immediately cease

## **9. DISCLAIMERS**

THE WEBSITE, CONTENT AND SERVICES OFFERED ON THE WEBSITE ARE PROVIDED 'AS IS' AND AS AVAILABLE WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TRACKENSURE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WEBSITE AND SERVICES MAY BE MODIFIED, UPDATED, INTERRUPTED, SUSPENDED OR DISCONTINUED AT ANY TIME WITHOUT NOTICE OR LIABILITY.

We make no representations or warranties with respect to any TrackEnsure published on the Website.

We disclaim all liability for the content of TrackEnsure. Our non-liability applies, without limitation, to any TrackEnsure, including TrackEnsure which has been edited by us. We are not liable for any links to third party websites in the TrackEnsure, including for the content of the page to which the TrackEnsure links.

We disclaim all liability for the content of the Website. The use of our services is in any respect the sole responsibility of the Registered Users. We cannot be held liable for the availability of the Website.

## **10. LIMITATION OF LIABILITY**

IN NO EVENT SHALL TRACKENSURE (OR ITS AFFILIATES, LICENSORS AND SUPPLIERS) BE LIABLE CONCERNING ANY SUBJECT MATTER ARISING FROM OR RELATED TO THIS AGREEMENT, THE TRACKENSURE SERVICE OR ANY OF THE WEBSITES OPERATED BY TRACKENSURE OR ITS PARENT COMPANY REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR (i) ANY LOSS OF PROFITS, CONTRACTS, REVENUE, BUSINESS, BUSINESS OPPORTUNITY, LOSS OR CORRUPTION OF DATA OR RECOVERY OF DATA, GOODWILL, SECURITY BREACH RESULTING FROM A FAILURE OF A THIRD PARTY TELECOMMUNICATIONS AND/OR THE INTERNET, ANTICIPATED SAVINGS OR REVENUE (REGARDLESS OF WHETHER ANY OF THESE IS DIRECT, INDIRECT OR CONSEQUENTIAL); (ii) ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH LIABILITIES TO THIRD PARTIES (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL); (iii) ANY MATTER BEYOND ITS REASONABLE CONTROL; (iv) ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; OR (v) DAMAGES, EVEN IF TRACKENSURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE TRACKENSURE SERVICE, RELATED SERVICES, FEATURES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.

TRACKENSURE IS NOT LIABLE FOR THE GENERAL AVAILABILITY, APPLICABILITY, OR YOUR USE OF THE TRACKENSURE SERVICE, OR ANY DATA RELATED TO THE YOUR USE OF NON-TRACKENSURE APPLICATIONS OR ANY BUSINESS DECISIONS OR THE RESULT OF SUCH DECISIONS MADE BY CUSTOMER USING REVIEW INSIGHTS, INCLUDING WITHOUT LIMITATION LIABILITY FOR BREACH OF CONTRACT, MISREPRESENTATION (WHETHER TORTIOUS OR STATUTORY), TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, RESTITUTION OR OTHERWISE ARISING FROM OR IN CONNECTION WITH THE AGREEMENT, THE TRACKENSURE SERVICE OR ANY OF THE WEBSITES OPERATED BY TRACKENSURE.

## **11. YOUR RIGHTS REGARDING THE PROCESSING OF PERSONAL DATA**

For the purpose of this Privacy Policy, we are a Data Controller of your personal information.

✓ You have the right to know about the sources of the collection, the location of your personal data, and the purpose of their processing.

If you want to know what kind of your personal data we process, you can request this information at any time. You can find out the list of data that we need to provide to you in articles 13 and 14 of the GDPR. However, when contacting you, you must tell us your specific requirements so that we can legally be able to consider your request and provide an answer.

We will process requests as soon as possible, but at the same time we ask you to remember that providing a full and legitimate answer with respect to personal data is a complex process that can take up to a month.

Please note that if we are unable to verify your identity through the exchange of electronic messages, or in case of reasonable doubts about your identity, we may ask you to provide an identity document. Only in this way can we avoid disclosing your personal data to a person who can impersonate you.

✓ **The right to receive information.** You have the right to receive clear, transparent and understandable information about how we use your personal data and about your rights.

✓ **Right of access.** This right allows you to receive a copy of the personal data that we process, and to verify that we process it in accordance with applicable law.

✓ **Right to make changes.** You can send a request to make changes of your personal data in the section of company profile.

✓ **Right to be forgotten.** In the cases provided for in Art. 17 GDPR, we will destroy your personal data that we process, with the exception of those personal data that we will be required to maintain in accordance with legal requirements.

PARAGRAPHS 1 AND 2 IN ART. 17 GDPR SHALL NOT APPLY TO THE EXTENT THAT PROCESSING IS NECESSARY FOR EXERCISING THE RIGHT OF FREEDOM OF EXPRESSION AND INFORMATION.

✓ **Right to limit processing.** This right allows you to ask us to suspend the processing of your personal data, for example, if you want us to establish their accuracy or reason for processing.

✓ **Right to data portability.** You can ask us to transfer your personal data. We will provide you or the third party you choose with your personal data in a structured standard machine-readable format.

✓ **Right to object.** You can object to the processing of your personal data at any time if such processing is in our legal interests in a format that is convenient for us.

✓ **Right to withdraw consent to data protection.** If you withdraw your consent, we will not be able to give you access to certain features of TrackEnsure. We will notify you in case of and during the withdrawal of your consent.

✓ **Right to file a complaint.** You have the right to contact your national data protection authorities to appeal our data protection and privacy practices.

✓ **Right to deactivate cookies.** If you want to limit or block all cookies set by TrackEnsure, use the tool available on the relevant TrackEnsure, or refer to the help of your browser to learn how to manage your browser settings.



We will try to respond to all legal requests within one month. If your request is particularly complex or you have made a number of requests, it may take more than a month. In this case, we will notify you and will keep up to date.

## **12. DISPUTE RESOLUTION AND ARBITRATION**

TrackEnsure is a provincially regulated entity in Ontario, Canada.

You and TrackEnsure agree that any dispute, claim, or controversy between you and TrackEnsure arising in connection with or relating in any way to these Agreements or to your relationship with TrackEnsure as a user of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreements) will be determined by mandatory binding individual arbitration.

The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreements.

### **Time for filing**

Any arbitration must be commenced by filing a demand for arbitration within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

## **13. CONTACT US**

If you wish to contact our Privacy Officer, you can do one of the following: By Email [info@trackensure.com](mailto:info@trackensure.com)