



## MapAnything, Inc. Live Privacy Compliance Agreement v2.0

Effective Date: April 1, 2016

Last Updated: January 4, 2018

MapAnything, Inc. (“MapAnything”) collects information about users of MapAnything’s fleet management services including but not limited to MapAnything Live, MapAnything Live App, MapAnything ELD App or web-based software (including hardware, components and documentation) (collectively, the “Services”). Please read this MapAnything, Inc. Live Privacy Compliance Agreement (“Privacy Agreement”) carefully before using the Services. By using the Services, Customer (“You” or “Customer”) expressly agrees to the terms and conditions of this Privacy Agreement. If You do not accept the terms of this Privacy Agreement, do not use the Services. By using the Services, You represent that you are of legal age to form a binding contract with MapAnything. **PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.**

MapAnything may modify all or any part of this Privacy Agreement from time to time. You are encouraged to check back often so You are aware of your current rights and responsibilities. We recommend that You print a copy of the Privacy Agreement for future reference. Your continued use of the Services after changes to the Privacy Agreement have been published constitutes Your binding acceptance of the updated terms. If at any time the Privacy Agreement are no longer acceptable to You, You should immediately discontinue using the Services.

### 1. Services

When installed in Customer’s vehicle(s), the Services collect information about a vehicle’s use, operation, location, performance, speed, braking and other driving behavior. When MapAnything Live App, MapAnything ELD App or other mobile applications are installed on a user’s mobile device, then Services collect data on location.

### 2. Compliance with Privacy Laws and Regulations

By subscribing to and using the Services, Customer expressly acknowledges and agrees that it will strictly comply with all applicable local, state and federal laws and regulations in connection with its use of the Services, including any privacy laws governing its use of the Services. It is the responsibility of Customer to notify all employees, agents, contractors and other authorized users of the Services that Customer is installing hardware in the users’ vehicles to use the Services if such notification is required by law.

### 3. Seat Belt Status

#### A. Permitted Uses

MapAnything may use Seat Belt Status in MapAnything Services solely as part of Customer’s driver safety programs. MapAnything Services may enable Customer to view the success rate of its safety programs, identify drivers that may require coaching or training, reinforce its

safety policies, and include other features and functionalities in support of its safety programs. Specifically, Seat Belt Status provided shall include:

- a. Usage percentage of Vehicle Operator only (measure if seatbelt was on or off) – latch/unlatch;
- b. Number of alerts per fleet team; and
- c. Number of alerts per Vehicle Operator

**B. Prohibited Uses**

MapAnything is not permitted to allow Customer to use Seat Belt Status for any of the following:

- i. Employee accident investigation;
- ii. As a rationale for employee termination or suspension;
- iii. Monitoring seatbelt usage of persons in the vehicle, other than the Vehicle Operator;  
or
- iv. Any other uses unless expressly permitted under the Privacy Agreement.

**C. Non-Disclosure**

MapAnything will not disclose Seat Belt Status associated with Customer's usage of the Services to any party other than Customer or a third party to whom Customer authorizes disclosure, unless any disclosure is compelled under court order or applicable law.