



## MapAnything, Inc. ELD App Terms and Conditions of Use v1.0

Effective Date: December 18, 2017

MapAnything, Inc. (“MapAnything”) collects information about you when you use our mobile applications, websites, and other online products and services (collectively, the “Services”) and through other interactions and communications you have with us. Please read these Terms and Conditions of Use (“Terms”) carefully before using MapAnything ELD App (“MapAnything ELD”). By using MapAnything ELD, the user (“You”) have expressly agreed to these Terms. If You do not accept these Terms, do not use MapAnything ELD. By using MapAnything ELD, 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 these Terms 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 Terms for future reference. Your continued use of MapAnything ELD after changes to the Terms have been published constitutes your binding acceptance of the updated Terms. If at any time the Terms are no longer acceptable to You, You should immediately discontinue using MapAnything ELD.

Our collection and use of personal information in connection with the Services is described in MapAnything’s Privacy Policy located at [www.mapanything.com/privacy-policy](http://www.mapanything.com/privacy-policy).

### 1. General

- a. MapAnything ELD is operated by MapAnything, Inc. (“We”, “Our” or “Us”). We are a Delaware corporation having a principal place of business at 5200 77 Center Drive, Suite 400, Charlotte, North Carolina 28217.
- b. By using MapAnything ELD, You represent and warrant that: (i) You are at least eighteen (18) years of age; (ii) You are using MapAnything ELD for Your own personal and lawful use only; (iii) Your use of MapAnything ELD does not violate any applicable law; and (iv) You own or control the mobile device on which You install and use MapAnything ELD.
- c. Subject to Your compliance with the Terms, MapAnything grants to You a revocable, conditional and limited license to download, install and use a single copy of MapAnything ELD for your own personal and lawful use solely on a mobile device that You own or control and solely as permitted by the usage rules of the applicable third-party app store (i.e., Apple iTunes or Google Play). This license to You is non-transferable, non-assignable and non-sublicensable, and may be revoked and terminated by MapAnything at any time and for any reason, or no reason at all.
- d. To use MapAnything ELD, You must have an account with Salesforce and must use Your Salesforce account to login to MapAnything ELD. Also, by using MapAnything ELD, you acknowledge and agree that standard carrier charges may apply and that depending on Your wireless service plan,

Your wireless carrier may impose data and/or other charges when You use MapAnything ELD and any such charges will solely be Your responsibility.

- e. The first time You use MapAnything ELD, You will be asked to allow MapAnything ELD to continuously receive and use Your device's Geolocation Information during the course of Your travels. After granting Your permission, MapAnything ELD will not ask you again and will automatically access Your device's then-current Geolocation Information the next time You use MapAnything ELD. Every time You log into MapAnything ELD, your location and movement will be continuously tracked. However, if You decide to change Your mobile device settings to disable geo-tracking by MapAnything ELD, then MapAnything ELD will ask for Your permission again for the first time You use MapAnything ELD after the setting change. If You do not agree to making Your device location known, then You should not use MapAnything ELD. MapAnything does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- f. MapAnything reserves the right at any time and for any reason or no reason at all, with or without notice, and without liability to You or any other user, to (i) modify, suspend or terminate the operation or any feature of MapAnything ELD; (ii) restrict, limit, suspend or terminate Your or any other user's access to MapAnything ELD; (iii) monitor Your or any other user's use of MapAnything ELD to verify compliance with the Terms and/or any applicable law; (iv) investigate any suspected or alleged misuse of MapAnything ELD and to cooperate with law enforcement in such investigation; and (v) disclose information about Your or any other user's use of MapAnything ELD in connection with law enforcement investigation of any suspected or alleged illegal activity, or in response to a lawful court order or subpoena.
- g. By using MapAnything ELD, You acknowledge and agree that You may not:
  - (i) Download, install, access or use MapAnything ELD other than for your own personal and lawful use only;
  - (ii) Reproduce, distribute, modify or make derivative works from MapAnything ELD or any portion thereof;
  - (iii) Decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive any source code of MapAnything ELD;
  - (iv) Interfere in any way with the operation of MapAnything ELD or any server, network or system associated with MapAnything ELD, including, without limitation: hacking, mail-bombing, flooding, overloading, or making "denial of service" attacks; probing, scanning or testing the vulnerability of MapAnything ELD or any server, network or system associated with MapAnything ELD; breaching or circumventing firewall, encryption, security or authentication routines; accessing data not intended for You, or accessing another's account that You are not expressly authorized to access;
  - (v) Access or use MapAnything ELD for any unauthorized purposes, including, without limitation, for purposes of building a competitive product or service, monitoring MapAnything ELD's accessibility, performance or functionality, or for any other benchmarking or competitive purposes;
  - (vi) Use the terms "MapAnything" or "Salesforce" in meta tags or as ad keywords;
  - (vii) Make any other use of MapAnything ELD that violates these Terms or any applicable law.

To report misuse of MapAnything ELD, please contact us at [abuse@mapanything.com](mailto:abuse@mapanything.com).

- h. MapAnything retains sole and exclusive ownership of all right, title and interest (including all rights and interests under copyright, trademark, patent, trade secret and any other form of intellectual property) in and to MapAnything ELD and all elements and materials comprised therein, including, without limitation: the name “MapAnything” and “MapAnything MapAnything ELD” and the associated logos; all visual, graphical, pictorial, photographic, textual, audio, audiovisual, layout design, and look and feel elements and materials of MapAnything ELD; and all modules, configurations, APIs, user interfaces, algorithms, source code and object code of MapAnything ELD. Other than a limited license to use as specified in these Terms, You acquire no right, title or interest whatsoever in or to MapAnything ELD or any of its elements or materials.
- i. MapAnything does not claim ownership of any information You provide or collected from You such (or from Your mobile device) as a result of Your connection with MapAnything ELD, including Your name, phone number, address, email address, or geolocation information (collectively “User Information”). **However, by using MapAnything ELD, you expressly give permission to MapAnything to retain, use, copy, distribute, adapt, publish, reproduce and display Your User Information in perpetuity in connection with operating, maintaining and improving MapAnything ELD. You acknowledge and agree that the foregoing permission will continue and remain in effect even if You subsequently cancel Your account on MapAnything ELD and remove/uninstall MapAnything ELD from Your device. Furthermore, to the extent You provide Us any comments that include any idea, concept, suggestion or feedback that MapAnything deems useful for improving MapAnything ELD and/or for developing new products, You acknowledge and agree that MapAnything will be free to use such idea, concept, suggestion or feedback in perpetuity as We deem appropriate and without any compensation, credit, attribution, notice or other obligation to You.**

## 2. Privacy

You agree that MapAnything Privacy Policy governs MapAnything ELD’s use and collection of Your personal information. See [www.mapanything.com/privacy-policy](http://www.mapanything.com/privacy-policy) for further information about our privacy practices.

## 3. Disclaimer of Warranties; Limitations of Liability

BY USING MAPANYTHING ELD, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

- a. MAPANYTHING ELD AND ALL OF ITS SERVICES AND FEATURES ARE PROVIDED “AS IS”, “AS AVAILABLE” AND WITH ALL FAULTS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, MAPANYTHING DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO MAPANYTHING ELD AND ALL OF ITS SERVICES AND FEATURES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MAPANYTHING DOES NOT WARRANT OR GUARANTEE THE ACCURACY, USEFULNESS OR RELIABILITY OF MAPANYTHING ELD, OR THE RESULTS OF YOUR USE OF MAPANYTHING ELD. MAPANYTHING ALSO DOES NOT WARRANT OR GUARANTEE THAT MAPANYTHING ELD AND ALL OF ITS SERVICES AND FEATURES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT MAPANYTHING ELD AND ALL OF ITS SERVICES AND FEATURES WILL BE SECURE, UNINTERRUPTED, AND ERROR-FREE; THAT ANY DEFECT OR ERROR WILL BE CORRECTED; OR THAT MAPANYTHING ELD AND ALL OF ITS SERVICES AND FEATURES WILL BE FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS. YOUR USE OF AND RELIANCE UPON MAPANYTHING ELD AND ITS SERVICES AND FEATURES WILL BE SOLELY AND ENTIRELY AT YOUR OWN RISK.

- b. IN NO EVENT SHALL MAPANYTHING OR ANY OF ITS AFFILIATES OR ANY OF THEIR AGENTS OR REPRESENTATIVES BE LIABLE UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND, OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) ARISING OUT OF OR RELATED TO YOUR USE OF, YOUR INABILITY TO USE, OR YOUR RELIANCE UPON, MAPANYTHING ELD OR ANY OF ITS SERVICES OR FEATURES, REGARDLESS OF WHETHER OR NOT MAPANYTHING AND ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- c. IN NO EVENT SHALL MAPANYTHING'S OR ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY TO YOU AND/OR OTHERS FOR ANY AND ALL CLAIMS RELATING TO YOUR USE OF, YOUR INABILITY TO USE, OR YOUR RELIANCE UPON MAPANYTHING ELD, OR ANY OF ITS SERVICES OR FEATURES, EXCEED THE AMOUNT OF FIVE HUNDRED DOLLARS (U.S.) AND NO CENTS (\$500.00).
- d. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TOTAL LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH CASE, MAPANYTHING'S AND/OR ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY TO YOU UNDER THESE TERMS OF USE SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### **4. Indemnification**

BY USING MAPANYTHING ELD, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS MAPANYTHING AND ITS AFFILIATES AND THEIR AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, ACTIONS, SUITS PROCEEDINGS, JUDGMENTS, ORDERS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND LEGAL COSTS) ARISING OUT OF OR RELATED TO: (1) YOUR USE OR MISUSE OF MAPANYTHING ELD OR ANY OF ITS SERVICES AND FEATURES; AND/OR (2) YOUR VIOLATION OF THIS AGREEMENT OR ANY APPLICABLE LAW.

#### **5. Compliance with Export Control Laws**

You may not use or otherwise export or re-export MapAnything ELD except as authorized by the laws of the jurisdiction in which a copy of MapAnything ELD was lawfully obtained by You. In particular, MapAnything ELD may not be exported or re-exported into any U.S. embargoed countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using MapAnything ELD, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use MapAnything ELD for any purposes prohibited by U.S. or international laws, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

#### **6. Dispute Resolution**

##### **a. Arbitration**

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and

MapAnything, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and MapAnything are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and MapAnything otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

b. Arbitration Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

c. Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at [www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_004175](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175) and a separate form for California residents at [www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_015822](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822).) The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of North Carolina and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

d. Arbitration Location and Procedure

Unless You and MapAnything otherwise agree, the arbitration will be conducted in Charlotte, North Carolina. If Your claim does not exceed \$10,000.00, then the arbitration will be conducted solely on the basis of documents You and MapAnything submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If Your claim exceeds \$10,000.00, Your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

e. Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. An arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" set forth in Section 3(c), above, as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary

to provide relief warranted by the claimant's individual claim. If You prevail in arbitration Each party will be responsible for the payment of their own attorneys' fees.

f. Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

g. Changes

Notwithstanding the provisions of the modification-related provisions above, if MapAnything changes this "Dispute Resolution" section after the date You first accepted these Terms (or accepted any subsequent changes to these Terms), You may reject any such change by providing MapAnything written notice of such rejection by mail or hand delivery to: MapAnything, Inc., Attn: Dispute Resolutions, 5200 77 Center Drive, Suite 400, Charlotte, NC 28217, or by email from the email address associated with your account to: [change-dr@mapanything.com](mailto:change-dr@mapanything.com), within thirty (30) days of the date such change became effective, as indicated in the "Last update" date above. In order to be effective, the notice must include Your full name and clearly indicate Your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, You are agreeing that You will arbitrate any Dispute between You and MapAnything in accordance with the provisions of this "Dispute Resolution" section as of the date You first accepted these Terms (or accepted any subsequent changes to these Terms).

h. Except where prohibited by applicable law, any claim or cause of action by You concerning MapAnything ELD or arising out of or related to these Terms must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

## 7. **Miscellaneous**

- a. By using MapAnything ELD, You acknowledge and agree that MapAnything may, at any time and with or without notice to you, assign these Terms together with all of MapAnything's rights hereunder to an affiliate or to any entity that acquires all or substantially all of the assets associated with MapAnything ELD.
- b. These Terms represent the entire agreement and understanding between you and MapAnything regarding the use of MapAnything ELD.
- c. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, all of which shall remain in full force and effect. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and MapAnything's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- d. MapAnything reserves the right to make changes to these Terms from time to time. If there are material changes to these Terms, MapAnything will notify You of the changes by posting a notice directly within MapAnything ELD and/or on the [www.mapanything.com](http://www.mapanything.com) website, by sending a push notification to Your mobile device, or by any other reasonable method. Also, MapAnything may ask you to affirmatively agree to these Terms as amended (e.g., by pressing an "I Agree" button) at the time of your next login on MapAnything ELD. If You do not agree with changes to this Agreement, Your sole and exclusive remedy is to discontinue use of

MapAnything ELD. By continuing use of MapAnything ELD, You agree to be bound by these amended Terms.

- e. By using MapAnything ELD, You consent to receiving electronic communications, including push notifications and in-app notifications, from MapAnything in connection with Your use of MapAnything ELD. These communications include, for example, requests for your affirmative consent to geo-tracking, notices about your account, notices about changes to these Terms, notices about functional changes, updates, new features, etc., and other important information concerning MapAnything ELD. These communications are part of Your relationship with MapAnything and are necessary for MapAnything ELD to operate and provide the desired service and functionality to You.
- f. MapAnything or its designee may from time to time provide changes and updates (including, without limitation, bug fixes and error corrections) to MapAnything ELD. If You do not accept and install such changes and updates after receiving notice thereof, some or all portions of MapAnything ELD may stop working properly and Your continued access and use of MapAnything ELD may be affected.
- g. These Terms are governed by and construed in accordance with the laws of the State of North Carolina, U.S.A., without giving effect to any conflict of law principles.

**8. Contacting MapAnything**

If you have any questions or concerns regarding the MapAnything, Inc. ELD App Terms and Conditions of use, please send us a detailed message at [feedback@mapanything.com](mailto:feedback@mapanything.com) or at our mailing address below:

MapAnything, Inc.  
5200 77 Center Drive, Suite 400  
Charlotte, NC 28217