



Customer Service Policy

Effective June 1st, 2022

Contents

1. Transit Tracking LLC is committed to providing consumers with excellent customer service.
2. We are always interested in hearing feedback from our customers. We enjoy hearing both positive and negative (constructive) feedback about any aspect of your Transit Tracking service. We are constantly on the lookout for new ways to improve our products and services, and we highly value your feedback.
3. If you have an outstanding issue which you have not been able to solve through the normal channels, you can contact the management by simply emailing us on the below address, outlining the problem and quoting an existing ticket number. All emails sent to the below email address are reviewed by senior management who will take any necessary action to resolve your issue to your complete satisfaction.
4. If you would like to send us feedback, have any complaints about our services, or wish to query a domain registration decision, please email eldsupport@transittracking.us
5. Your communication will be acknowledged within few working days of receipt. If there is scope for resolution without the need for investigation you will also be provided with a response to your concerns.
6. In the event that an investigation is required we will make all reasonable efforts to provide you with a response.



TERMS AND CONDITIONS

1. CONTRACTUAL RELATIONSHIP

These Terms of Use ("Terms") govern the access or use by you, an individual, from around the world and possessions of applications, websites, content, products, and services (the "Services") made available everywhere and possessions by Transit Tracking LLC and its subsidiaries and affiliates (collectively, "Transit Tracking LLC"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In this Agreement, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Transit Tracking. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Transit Tracking LLC may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Transit Tracking LLC may amend the Terms related to the Services from time to time. Amendments will be effective upon Transit Tracking 's LLC posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Transit Tracking 's Privacy Policy located at <https://www.transittracking.us/> TERMS:

1. "Services" means Transit Tracking 's electronic logs and fleet management software (including the Site, our mobile device application ("App"), and any software embedded in the Electronic Logging Device)



2. THE SERVICES

he "Service(s)" means Transit Tracking 's electronic logs and fleet management software (including the Site, our mobile device application ("App"), and any software embedded in the Electronic Logging Device) ("Software"), the hardware (including the Electronic Logging Device, cables, harness connectors, display devices, and accessories) ("Hardware"), and all of Our Content (as defined below). The Service does not include Your Data (as defined below) or any software application or service that is provided by you or a third party, which you use in connection with the Service, whether or not Transit Tracking designates them as official integrations (each a "Non-Transit Tracking Product"). Any modifications and new features added to the Service are also subject to these Terms. All rights, title and interest in and to the Service and its components (including all intellectual property rights) will remain with and belong exclusively to Transit Tracking , including the rights to any text, graphics, images, music, software, audio, video, documents, works of authorship of any kind, de-identified and aggregated data collected by the Services, and information or other materials that are posted, generated, provided or otherwise made available by us through the Services ("Our Content")

BY USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS INCLUDING ANY POLICIES OR OTHER TERMS REFERENCED IN OR INCORPORATED BY THESE TERMS (SUCH AS THE PRIVACY POLICY). BY ACCEPTING THIS AGREEMENT, SIGNING UP FOR AN ACCOUNT (AS DEFINED BELOW) OR BY EXECUTING AN ORDER FORM, OR ANY OTHER FORM OF ORDERING THE PREMIUM SERVICES, THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE TRANSIT TRACKING SERVICES.

ACCESS AND USE OF SERVICES

You may access and use the Services only for lawful, authorized purposes and you shall not misuse the Services in any manner (as determined by Transit Tracking LLC in its sole discretion). You shall comply with any codes of conduct, policies, storage limitations, or other notices Transit Tracking provides you or publishes in



connection with the Services from time to time, but if any of those policies materially change the Terms, we will provide you with reasonable notice.

Any Software or Hardware or any of Our Content that may be made available by or on behalf of Transit Tracking in connection with the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to these Terms, Transit Tracking LLC only grants you a personal, non-sublicensable, non-exclusive and revocable license to use the object code of any Software solely in connection with the Service. Any rights not expressly granted herein are reserved.

Subject to your compliance with these Terms, Transit Tracking LLC grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App. Transit Tracking LLC reserves all rights in and to the App not expressly granted to you under these Terms.

You may not share your Account information with, or allow access to your Account by, any third party. You are solely responsible for all activity that occurs under your access credentials, whether or not a third party accesses your Account.

You may allow other certain users, e.g. employees, independent contractors, and other third parties, ("End Users") to access the Services in accordance with these Terms. To the extent that you create any Accounts for other users of the Services, direct us to create any Accounts for End Users, or allow End Users to access the Services, you are responsible for all End Users' activity and ensuring that they are in compliance with these Terms.

You may specify certain End Users as "Administrators" through the administrative console. Administrators may have the ability to access, disclose, restrict or remove Your Data in or from Services accounts. Administrators may also have the ability to monitor, restrict, or terminate access to Services accounts. Transit Tracking's responsibilities do not extend to the internal management or administration of the Services, and you are responsible for all Administrators' activities and ensuring that they are in compliance with these Terms.

To the extent that you allow End Users and Administrators to access the Services or create, or direct us to create, any Accounts for other users, you are responsible for (i) maintaining the confidentiality of usernames and passwords, (ii) managing access to End User Accounts and other Accounts which you create, and (iii) ensuring that all End Users and users of other Accounts which you create are in compliance with these Terms.



To the extent that you allow End Users to use the Hardware, you are solely responsible for such End Users' use of the Hardware, including any damage to or misuse of such Hardware.

You agree to prevent any unauthorized access or use by End Users or other users of Accounts and terminate any unauthorized use of or access to the Services.

You may not sell, resell or lease the Services unless you have entered into a separate agreement with Transit Tracking LLC to do so.

You shall promptly notify Transit Tracking LLC if you learn of a security breach related to the Service.

You assume sole responsibility for your driving logs and for complying with all state and federal regulation including, but not limited to, [FMCSA Hours of Service of drivers](#).

RESTRICTIONS

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Transit Tracking LLC; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

PROVISION OF THE SERVICES

You acknowledge that portions of the Services may be made available under Transit Tracking 's various brands or request options associated with transportation or logistics, including, without limitation, "Transit Tracking LLC". You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Transit Tracking 's subsidiaries and affiliates; or (ii) independent Third Party Providers, including Transportation Network Company drivers, holders of similar transportation permits, authorizations or licenses.



THIRD-PARTY SERVICES AND CONTENT

The Services may be made available or accessed in connection with third-party services and content (including advertising) that Transit Tracking does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Transit Tracking does not endorse such third-party services and content and in no event, shall Transit Tracking LLC be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc. or Google, Inc., will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS or Android mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

OWNERSHIP

The Services and all rights therein are and shall remain Transit Tracking 's property. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Transit Tracking 's company names, logos, product and service names, trademarks or services marks.

3. YOUR DATA, YOUR PRIVACY, YOUR OWNERSHIP OF YOUR DATA, AND LICENSES FOR OUR USE OF YOUR DATA

Transit Tracking takes the privacy of its users very seriously.

"Your Data" means any data and content you create, post, upload, transmit or otherwise make available via the Services (which may include data you elect to import from Non- Transit Tracking Products you use). "Your Data" includes logs you create, location coordinates that are collected, messages you send, documents you upload, profile information and anything else you enter or upload into the Service. Transit Tracking will make commercially reasonable efforts to ensure that all facilities used to store and process Your Data meet a high standard for security. For more information on our current practices and policies regarding data privacy, security and confidentiality, please see our Privacy Policy; we keep that document updated as these practices and policies evolve over time.



Your acceptance of these Terms does not grant us full ownership of all of Your Data. As between Transit Tracking and you, you are only granting us the rights and licenses necessary to provide our Services to you and any other services for which you have signed up through any of our resellers, business partners and affiliated businesses. In order for us to provide the Services to you, we need to be able to transmit, store and copy Your Data in order to display it to you and to those with whom you share it, to index it so you are able to search it, to make backups to prevent data loss, to send your submissions and messages through our platform, and so on. For example, if you submit documents or send messages to a Fleet User, you are granting us a royalty-free, perpetual, sub-licensable, irrevocable and worldwide license for us to transform, modify, reproduce, display, perform and distribute such documents and messages for your and the Fleet User's use of the Services.

Your acceptance of these Terms gives us the permission to do so and grants us any such rights and licenses necessary to provide the Service to you, and any other services or products for which you have signed up through any of our resellers, business partners and affiliated businesses. For example, if you have agreed to share any of Your Data, or any other data we collect in connection with your use of the Services, with one of our partners or affiliates or other third party, you grant us the rights and licenses to share or deliver such data. This permission includes allowing us to use third-party service providers (such as Amazon Web Services) in the operation and administration of the Service and the rights granted to us are extended to these third parties to the degree necessary in order for the Service to be provided.

If you authorize a third party to receive Your Data, we may provide Your Data to a third party. If we have an agreement with such third party to market the Services or otherwise provide services or products to you, either jointly or separately, we may rely on a representation from that third party that you have authorized such third party to receive Your Data.

For clarification purposes, you grant us the necessary licenses to Your Data for us to create aggregated and de-identified data for our use in providing the Services and otherwise. Notwithstanding anything else in these Terms, we may use and sell such aggregated and de-identified data, which is compiled from our users, and does not directly identify you, for any purpose we see fit.

Please see the Privacy Policy for further information on how we may use Your Data.

You are solely responsible for your conduct (including by and between all users), the content of Your Data, and all communications with others while using the Services. You represent and warrant that you own all Your Data or you have all rights that are necessary to grant us the license rights in Your Data under these Terms. You also represent and warrant that neither Your Data, nor your use and provision of Your Data, nor any use of Your



Data by Transit Tracking on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. We are not responsible for the accuracy, appropriateness, or legality of Your Data or any other information you and your users may be able to access using the Services. Should you be in violation of these Terms, we have the right to remove any of Your Data causing such violation.

The Services provide features that allow you and your End Users to share Your Data and other materials with others. When you choose to share Your Data through our Services, you are granting us the necessary rights and licenses to do so. Please consider carefully what you allow to be shared.

While you retain ownership in all rights to your feedback and suggestions, you agree that by submitting suggestions or other feedback regarding our Services or Transit Tracking, Transit Tracking may use such feedback for any purpose without compensation to you. We appreciate all of your feedback and suggestions, and you can submit feedback by emailing us at eldsupport@transittracking.us

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register or sign up for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at eldsupport@transittracking.us

NETWORK ACCESS AND DEVICES

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Transit Tracking does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. Minimum supported devices for Transit Tracking app is with Android version 5.0, API level 21, and Code name: Lollipop, and/or iOS version 15. Transit Tracking does not guarantee that the Hardware, or any portion thereof, will be compatible with any kind of vehicle. Please check if the Hardware is a compatible match to your vehicle before you install it. If not contact your vehicle supplier.



In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. PAYMENT

Upon acceptance of your Order Form by Transit Tracking, you agree to pay Transit Tracking in accordance with the terms set forth on your Order Form and the terms of this Agreement, and you authorize Transit Tracking to bill your Payment Method in advance on a periodic basis in accordance with such terms. Please be aware that the pricing for the Services will be governed by the terms in your Order Form, upon acceptance by Transit Tracking.

5. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TRANSIT TRACKING DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, TRANSIT TRACKING MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY GOOD OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

LIMITATION OF LIABILITY

TRANSIT TRACKING SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY



DAMAGE, EVEN IF TRANSIT TRACKING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRANSIT TRACKING SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, EVEN IF TRANSIT TRACKING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRANSIT TRACKING SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TRANSIT TRACKING 'S REASONABLE CONTROL.

THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

INDEMNITY

You will indemnify, defend and hold harmless Transit Tracking and its officers, directors, employees and agents, from and against, and covenant not to sue them for any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services or Our Content; (ii) Your Data; (iii) your performance of or participation in professional services in connection with your use of the Services or Our Content; or (iv) your violation of these Terms. Transit Tracking reserves the right to control and conduct the defense of any matter subject to indemnification under these Terms. If Transit Tracking decides to control or conduct any such defense, you agree to cooperate with Transit Tracking 's requests in assisting Transit Tracking 's defense of such matters.

6. DISPUTE RESOLUTION 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 Transit Tracking , 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 Transit Tracking 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 Transit Tracking otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any 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.

CHANGES

Notwithstanding the provisions of the modification-related provisions above, if Company 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 Transit Tracking written notice of such rejection by mail or hand delivery to: Transit Tracking 8418 Marshal ST, Merrillville/ Indiana/ 46410, United States of America or by email from the email address associated with your Account to: eldsupport@transittracking.us within 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 Transit Tracking 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).

7. OTHER PROVISIONS

CHOICE OF LAW

These Terms are governed by and construed in accordance with the laws of the countries where it is used, without giving effect to any conflict of law principles.

CLAIMS OF COPYRIGHT INFRINGEMENT

Claims of copyright infringement should be sent to Transit Tracking 's designated agent. Please visit Transit Tracking 's web page at _____web strana_____ for the designated address and additional information.



NOTICE

The Company may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Transit Tracking, with such notice deemed given when received by Transit Tracking, at any time by first class mail or pre-paid post to Transit Tracking, 8418 Marshal ST, Merrillville/ Indiana/ 46410, United States of America

You may not assign these Terms without Transit Tracking's prior written approval. Transit Tracking may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Transit Tracking's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Transit Tracking or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Transit Tracking in writing.

TRANSIT TRACKING COPYRIGHT POLICY

NOTIFICATION OF COPYRIGHT INFRINGEMENT

RESPONSIBLE DISCLOSURE POLICY

If you are a security researcher (or any other perceptive user) and have discovered a security vulnerability in one of our products, please contact eldsupport@transittracking.us. To report something particularly sensitive, you can use the Transit Tracking email eldsupport@transittracking.us. We consider reports to this address to be of the highest priority, and will investigate them as quickly as possible.

For vulnerabilities reported to us in compliance with this disclosure policy, Transit Tracking commits to validate, respond to, and fix vulnerabilities in a timely fashion and to not take legal or administrative action against responsible vulnerability reporters. Transit Tracking reserves all of its legal rights in the event of noncompliance.