

ACCESSFLEET.COM
PRIVACY POLICY

1.0 Purpose. This privacy policy (“**Privacy Policy**”) applies to AccessFleet.com (the “**Site**”), which is owned and operated by Access Fleet, Inc. (“**Access Fleet**”). Your use of the Site indicates that you have read, accepted and unconditionally agreed to Access Fleet’s privacy practices, as outlined in this Privacy Policy and Access Fleet’s Terms and Conditions of Use (which also is posted on the Site, along with this Privacy Policy, and which is hereby incorporated herein by this reference).

Please note, however, that the Site may contain links to, or advertisements for or about, other websites. Except if and as expressly indicated on those other websites, Access Fleet does not endorse or sponsor any other website, is not responsible for the privacy practices or the content of those websites, expressly disclaims any statements or assertions made on such websites, and denies all liability associated with your use of, and the content on, those websites and/or advertisements.

Please also note that this Privacy Policy does not apply to any information you may disclose in user forums (such as chat rooms, message boards, or similar web pages) that are or may be accessed on or through AccessFleet.com. You should keep in mind that whenever you disclose information about yourself online, that information can be collected and used by people you do not know. In addition, certain message boards (and similar user forums) may display IP addresses and possibly personally identifiable information (“**PII**”). Access Fleet assumes no responsibility for any damage or harm caused by a third party that collects information disclosed in user forums or other public areas, if any, on the Site.

2.0 Users Located Outside the United States. The Site is operated in the United States. By providing information to Access Fleet, all users, including users outside of the United States, fully understand and unambiguously hereby consent to this Privacy Policy. By using the Site, participating in any of Access Fleet’s services, and/or providing it with your information, you consent and agree to the collection, transfer, storage and processing of your information to and in the United States.

3.0 Age Requirement. The Site complies with the United States Children’s Online Privacy Protection Act (“**COPPA**”) and is neither aimed at nor intended for children under thirteen years of age. If you are under thirteen, you must not use the Site; and if you are over thirteen, but are still a minor, you may use the Site — but only with the supervision of your parent or legal guardian. The Site does not accept registration from children under the age of thirteen, and no PII is purposefully or knowingly collected by Access Fleet from children under that age without the consent of the child’s parent or legal guardian. If Access Fleet discovers that a child under

¹ For purposes of this Privacy Policy, PII is personal information about an individual, such as first and last name, phone number, email address, or other individually identifiable information within the meaning of COPPA and the Federal Trade Commission’s Online Privacy Protection Rule (found at 16 C.F.R. Part 312.2).

the age of thirteen has provided it with PII, Access Fleet promptly will use commercially reasonable efforts to delete that child's PII from its system. **Every user of the Site hereby promises and agrees that all information he or she provides, including his / her age, is and shall be entirely truthful and correct.**

4.0 Information Access Fleet Collects: To provide you, as a Site visitor, with information relevant to your particular desires, needs and/or interests, Access Fleet may ask you to provide it with information regarding your interests, demography, and/or other PII. Providing it with PII about yourself is voluntary — if you chose not to provide it, you may not be able to take advantage of (or participate in) certain of the Site's features and offerings. Access Fleet actively and passively, directly and at times, perhaps, indirectly, gathers, analyzes and/or stores PII and other information, including by way of the following: the PII voluntarily submitted by Site visitors when using or registering to use or receive Access Fleet's services or offers; the PII Site visitors voluntarily provide when participating in a contest, sweepstake and/or other promotion; the PII visitors voluntarily provide when buying or ordering merchandise through the Site; and by tracking and analyzing online and mobile data and activity through mechanisms that identify site usage, browser types, IP addresses, and other data.

5.0 How Access Fleet Collects Information: When your computer or mobile device contacts Access Fleet's web servers, those web servers automatically collect certain usage information. Such usage information includes information about how the Site's visitors use and navigate the Site, and can include the number and frequency of visitors to each web page and the length of their stays, browser type, referrer data that identifies the websites visited prior to and after visiting the Site, and IP addresses. It also may determine the most appropriate version of a web page, e-mail, advertising or promotional announcement, or similar service. This information is used to analyze and improve the Site and your experience at and with the Site.

5.1 Cookies. Like many websites, the Site uses browser "cookies." Cookies are a website's way of remembering you. A cookie is a small text file that is stored on your computer's hard drive or temporarily in your computer's memory. There are two kinds of cookies: those that are "session" oriented and those that are "persistent." Session cookies go away when you close your browser. Persistent cookies retain information for later use. Access Fleet uses cookies to help it, among other things, optimize its visitors' experience on the Site. Access Fleet also uses cookies to monitor and maintain information about its visitors' use of the Site. Most web browsers accept cookies automatically, and if you change your settings to decline cookies, you may not be able to take advantage of or participate in certain of the Site's features and offerings.

5.2 Flash Player. The Site may enable use of the Adobe Flash Player ("**Flash Player**"). The Flash Player is used by the vast majority of websites that offer video and other interactive content. By default, your use of the Flash Player generates "persistent identification elements" and "local shared objects." The Flash Player (and similar applications) use Flash Player cookies to remember user settings, and preferences and usage history similar to the browser cookies referenced above; but, Flash Player cookies can store more information than browser cookies and are managed through a different interface than the one provided by your web browser. If you do not allow Flash Player

cookies to occupy any disc space on your computer's hard drive, you may not be able to take advantage of or participate in certain features on the Site.

5.3 HTML. HTML is the mark-up language used for the World Wide Web. HTML5, for example, allows your response to advertising and other activities to be monitored across websites and for such information to be stored on your computer or mobile device. Technology solutions that allow users to opt-out of or block this sort of tracking are being developed through browser add-ons and other tools.

5.4 Web Beacons. The Site and/or Access Fleet's e-mail messages may contain a web beacon or a pixel tag (collectively, "**Web Beacons**"), which allows Access Fleet to monitor and collect certain limited information about its users. Access Fleet may use Web Beacons to count visitors to the Site's pages or to monitor how users navigate the Site, and it may include Web Beacons in e-mail messages to count how many of those messages were actually opened or acted upon. Access Fleet also may use Web Beacons to aggregate accurate statistics about the Site and its marketing campaigns.

5.5 IP Address. An IP address is a number that is assigned to your computer or network when you are linked to the Internet. When you request pages from the Site, Access Fleet's servers log your IP address. Access Fleet may use your IP address for a number of purposes, including system administration, to report aggregate information to its business partners, or to otherwise audit use of the Site. Access Fleet also may associate your IP address with the PII you provide, and may collect and store information about you that it receives from other websites.

6.0 Information Security. Access Fleet works hard to ensure the safety of your sensitive information (such as credit card numbers) and uses the Security Socket Layer ("**SSL**"), an industry-standard security protocol, to encrypt such sensitive information. That being said, no website, internet transmission, computer system or wireless connection is completely secure. Access Fleet cannot and does not ensure or warrant the security of any information you transmit to it. Your use of the Site is entirely at your own risk, and Access Fleet urges you to take whatever steps you deem appropriate to keep your information safe. Unless otherwise specified in this Privacy Policy or on the Site, your credit card number(s) are used exclusively for payment processing and are not retained by Access Fleet for marketing purposes.

7.0 Information Sharing with Third Parties; Opting In. Access Fleet may provide your information (including your PII) to certain third parties. If you opt in to receive communications from a third party, your information will be subject to that third party's privacy policy, if any (and not this Privacy Policy). Therefore, if you later decide that you do not want that third party to use your information, you will need to contact that third party directly.

7.1 Contests. If you choose to enter a contest or other promotion, your PII likely will be disclosed to one or more third parties (as Access Fleet is unlikely to be directly conducting that contest or other promotion). Also, when entering same, Access Fleet or a third party may require you to consent to the use of your PII or other information, such as name, voice or likeness, in advertising, promotional and marketing materials.

7.2 Corporate Change. Access Fleet reserves the right to disclose, share and/or otherwise transfer user information, including PII, in connection with a corporate merger, acquisition, consolidation, the sale of a portion of its business or of substantially all of its assets, or other fundamental corporate change, whatever form it may take. You will be notified by e-mail or prominent notice on the Site prior to any such change of ownership or control if your personal information thereafter will be used contrary to this Privacy Policy.

7.3 Government Authorities and Legal Rights. Access Fleet may disclose non-identifying, aggregated user statistics to third parties, and it also may release information about Site users, including PII, when legally required to do so, at the request of governmental authorities conducting an investigation, or to verify or enforce compliance with the policies governing the Site and applicable laws. Access Fleet may also disclose such user information whenever it believes disclosure is necessary to protect the rights, property or safety of Access Fleet, or those of any of its affiliates, business partners, customer merchants, or others.

7.4 Outside Advertisers. Access Fleet may use one or more outside ad-serving or other companies to serve advertisements on the Site. In the process of serving such advertisements, those companies may use cookies, and may use non-personally identifiable information about your visits to the Site and other websites to provide advertisements on the Site about products and services that are more likely than otherwise to be of interest to you. By delivering ads on the Site, and through the use of cookies, the ad-server is able to record what ads a user has seen, and what pages the user was viewing when the ads were delivered. This usage information may be combined with other ad delivery information collected from your visits to the Site and other websites not affiliated with Access Fleet.

8.0 Opting Out

8.1 Access Fleet. You will have an opportunity to unsubscribe from promotional materials from Access Fleet by clicking on an “unsubscribe” link contained in each promotional email Access Fleet sends to you. That being said, you may continue to receive some offers after you unsubscribe because mailing lists are generally prepared far in advance of an email’s dispatch. Plus, even if you are removed from Access Fleet’s list(s), if you place an order or open an account with or through Access Fleet, the company will likely send you an email confirming the details of that order or account opening, and may need to contact you by phone, email, or regular mail with questions about the order or account.

8.2 Third Parties. If you want to opt out of having your PII shared with third parties for marketing purposes, you must consistently opt-out at each website where you register and whenever you provide your PII to Access Fleet. Please bear in mind, though, that this opt-out choice for third parties will not apply to Access Fleet, Access Fleet licensees and/or co-branding participants. Please also realize that any opt-out choices you make

will not apply in situations where you have made, simultaneously make, or later make a specific request for information from Access Fleet, or Access Fleet uses your PII for operational purposes (e.g., to complete transactions requested by you, or to send you administrative communications either about your account with Access Fleet or about Site features, including any future changes to this Privacy Policy, or any other policy or terms and conditions that affect you and your use of the Site) or fulfillment purposes (e.g., sharing same with companies that facilitate communications and transactions with you).

8.3 Processing Time. If you do not exercise your opt-out choices upon registration or otherwise at the time the PII is provided, it will take some time to process your opt-out choices. Access Fleet's systems require time to update, and promotional mailings using PII shared before your opt-out election already may be in process. Accordingly, your PII might continue to be shared with third parties for promotional purposes for a period after you make your request. For similar reasons, if your PII is shared with a third party, Access Fleet largely or completely loses control over how that information is used. Thus, even after you have opted out of allowing Access Fleet to share your PII, you might continue to receive promotional materials from third parties unless and until you duly register your opt-out request with each third party in question.

9.0 California Residents. California residents are entitled once a year to request and obtain certain information regarding Access Fleet's disclosure, if any, of personal information to third parties for their direct marketing purposes during the immediately prior calendar year. Access Fleet complies with this law by offering Site visitors the ability to instruct it not to share the visitor's personally identifiable information with third parties for direct marketing purposes. To make such a request, consistently exercise your opt-out choice whenever you provide PII to Access Fleet, or send contact Access Fleet in writing at the address set forth below. You must identify "AccessFleet.com" as the subject line and include your full name, e-mail address, and postal address in your message.

10.0 Amendments. Access Fleet hereby reserves the right, in its sole discretion, to at any time modify, update, add to, discontinue, remove or otherwise change any portion of this Privacy Policy. When Access Fleet amends this Privacy Policy, it will revise the "last updated" date located at the top of this Privacy Policy. For changes to this Privacy Policy that Access Fleet considers to be material, Access Fleet will place a notice on the Site by revising the link to read "Updated Privacy Policy" for a reasonable amount of time. If you provide information to Access Fleet or access or use the Site in any way after the Privacy Policy has been changed, you will be deemed to have consented and agreed unconditionally to such changes. The most current version of this Privacy Policy will be available on the website and will supersede all previous versions of this Privacy Policy.

11.0 Governing Law. This Privacy Policy, including all revisions and amendments hereto, is governed by Nevada law, without regard to its conflict or choice of law principles.

12.0 Arbitration. By using the Site in any way, you unconditionally consent to and agree that:

12.1 Administrator. Any claim, dispute, or controversy you may have against Access Fleet and/or its officers, directors, employees, subsidiaries and/or affiliates (all such individuals and entities collectively referred to herein as the “**Access Fleet Entities**”) arising out of, relating to, or connected in any way with the Site or this Privacy Policy will be resolved exclusively by final and binding arbitration administered by JAMS, the private arbitration company, and conducted before a sole arbitrator in accordance with JAMS’ rules.

12.2 Arbitration Agreement. This arbitration clause, itself, is an agreement between you and Access Fleet that is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“**FAA**”).

12.3 Situs. The arbitration shall be held in Minden, Nevada.

12.4 Binding Nature. The arbitrator’s decision shall be controlled by the terms and conditions of this Privacy Policy and any of the other agreements referenced herein that you entered into in connection with the Site.

12.5 Governing Laws. The arbitrator shall apply Nevada law consistent with the FAA and applicable statutes of limitations and shall honor privileges recognized at law.

12.6 No Class Actions. There shall be no authority for any claims to be arbitrated on a class or representative basis (that is to say, arbitration can decide only your and/or the applicable Access Fleet Entity’s respective claims). The arbitrator may not consolidate or join the claims of any third party similarly situated.

12.7 No Punitive Damages. The arbitrator shall not have the power to award punitive damages against you or any Access Fleet Entity.

12.8 Cost-prohibitive Fees. If the administrative fees and deposits that must be paid to initiate arbitration against any Access Fleet Entity exceed \$250 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Access Fleet agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive (as compared to the costs of litigation), Access Fleet will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

and

12.9 Invalidity, Unenforceability, Illegality. With the exception of Section 12.6 above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed according to its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, Section 12.6 above is found to be invalid, unenforceable or illegal, then the

entirety of this arbitration clause shall be null and void, and neither you nor Access Fleet shall be entitled to arbitrate a dispute.

For any questions, suggestions, or concerns related to this Privacy Policy, please contact Access Fleet at:

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