

LEGAL

Terms and Conditions

These Terms and Conditions were last updated on January 15 2013.

1. Introduction

These websites, <http://www.howsmydriving.com>; www.1800howsmysdriving.com; www.fleetwatchsystems.com; and any successor sites thereto (the "Website"), is operated by Fleetwatch Systems Inc. its subsidiaries, and affiliates, including Prime Media Host, and Prime Call Center LLC (collectively, "Fleetwatch Systems", "we", or "our"). Your use of the Website means you have read our Terms and Conditions and agree to them. If you don't agree to the Terms and Conditions, your sole option is to immediately discontinue use of the Website.

We reserve the right, at our complete discretion, to change, modify, add, or remove portions of these Terms and Conditions from time to time. Your continued use of the Website after any such changes have been made means you agree to such changes.

These Terms and Conditions incorporate by reference our Privacy Policy. Please read the terms of the Privacy Policy carefully as you agree to them when you agree to the Terms and Conditions.

2. Limited License to the Website

All intellectual property rights in and to the content, tools, text, images, logos, marks, data, graphs, charts, audio, video, design, codes, layout, "look and feel", and other content that is included on the Website ("Content") is owned by Fleetwatch Systems or its licensors. You may download one copy of the Content for your personal or non-commercial use only, provided you do not delete, obscure, or change any copyright, trademark, or other proprietary notices.

3. License Restrictions

All rights not expressly granted in Section 2 above are exclusively reserved to Fleetwatch Systems. When using the Website, you will not:

- Use any Fleetwatch Systems name, logo, trademark, or service mark without our prior written consent;
- Use any Content from the Website except as expressly permitted in the above license;
- Employ any data-mining or data-extraction tools;
- Copy or adapt the HTML, Java, or any other code used to generate the Website;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising any part of the Website;

- Interfere with or attempt to interfere with the proper working of the Website;
- Circumvent, disable, or otherwise interfere with security-related features of the Website;
- Violate any applicable laws, rules, or regulations in any jurisdiction;
- Access data not intended for you or log into a server or account that you are not authorized to access;
- Distribute viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or misappropriate any system, data or information; or
- Employ misleading email addresses or forged headers or otherwise manipulate, through identifiers, to disguise the origin of content transmitted through the Website.

4. Third-Party Websites

You may be able to follow links to third-party websites that take you outside of the Website ("Linked Sites"). Fleetwatch Systems has no responsibility for the information, content, products, services, advertising, code or other material, which may be provided on or through the Linked Sites, so please use common sense as you navigate the Web and be aware when you leave the Website.

5. Accuracy of Information

We attempt to ensure that information on the Website is complete, accurate, and current. Despite our efforts, the information on the Website may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or currency of any information on the Website. For example, products and processes described on the Website may be unavailable, may have different attributes than those described on the Website. Information contained in any press release available on the Website was provided as of the date of that release. We assume no obligation to update any information contained in such press releases.

6. Reports

Reports are sent to the appointed, designated authorized personnel or, a representative of your organization or, a subscriber connected with the vehicle. We do not copy reports to government, law enforcement, insurance companies -unless the insurance coverage provider request information and/or pays for the service, or other institutions, except, if we need to do so, to comply with law, a court order, or a search warrant. We do not control what the recipient of the information does with it.

6a. Submitting Reports

By providing driver reports or vehicle observations to Fleetwatch Systems Inc./1800HowsMyDriving.com and/or HowsMyDriving.com, either through our Call Center, this website or by any other means, you assign all rights and observations in these reports to Fleetwatch Systems Inc., 1800HowsMyDriving.com and HowsMyDriving.com in consideration for using Fleetwatch Systems Inc./1800HowsMyDriving.com /HowsMyDriving.com's resources for preparing, transmitting, submitting, or transcribing said report. Those rights include, but are not limited to, copyright, distribution, broadcast, publication and translation. You also agree to refrain from knowingly making false reports, and from knowingly including false information in any report you provide to FleetWatch Systems Inc., 1800HowsMyDriving.com and/or HowsMyDriving.com may make an attempt to deliver reports submitted to them to recipient(s) believed appropriate, but cannot promise delivery.

Notwithstanding the above, Fleetwatch Systems Inc./HowsMyDriving.com and/or 1800HowsMyDriving.com reserves the right to and at its sole discretion reject or ignore any report with or without attempting delivery. Fleetwatch Systems Inc., 1800HowsMyDriving.com and /or HowsMyDriving.com does not control the information in reports once it is sent or delivered to the recipients.

You agree to hold Fleetwatch Systems I Inc./1800HowsMyDriving.com and/or HowsMyDriving.com harmless from any and all claims, actions or consequences that may arise from the actions of parties under and not under its direct control, as a consequence of a submitted report, or any information therein.

6b. Receiving Reports

Fleetwatch Systems Inc., 1800HowsMyDriving.com and/or HowsMyDriving.com does not verify the accuracy of driver-vehicle observation reports provided to it. By subscribing to this service, or by in any way reading, using, passing along or accessing information in any reports provided by Fleetwatch Systems Inc.,HowsMyDriving.com and/or 1800HowsMyDriving.com, you agree to hold Fleetwatch Systems Inc.,1800HowsMyDriving.com, and/or HowsMyDriving.com harmless from all claims, actions, or consequences, pertaining to the contents or accuracy of any report.

*All reports noted herein are inclusive of VOR reports, audio files, data downloaded direct or indirect or any other forms of communication provided through or by Fleetwatch Systems Inc. ,1800howsmysdriving.com and/or HowsMyDriving.com

7. Indemnification

You will defend, indemnify, and hold harmless Fleetwatch Systems, its officers, directors, employees, agents, and affiliates from: (i) your use of and access of the Website; (ii) your violation of any of these Terms and Conditions; and (iii) your violation of any third-party right including any copyright, trademark, trade secret, or privacy right related to your use of the Websites. The obligations of this Section will survive these Terms and Conditions and your use of the Website.

8. Disclaimers

THE CONTENT AND INFORMATION FOUND ON THE WEBSITE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXPECTATIONS OF PRIVACY, OR NON-INFRINGEMENT. FLEETWATCH SYSTEMS DOES NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

9. Limitation of Liability

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PRIVACY POLICY

This policy was last updated on January 25, 2013.

1. Introduction

These websites, <http://www.howsmydriving.com>; www1800howsmydriving.com ; www.fleetwatchsystems.com, and any successor sites thereto (the "Website"), is operated by Fleetwatch Systems Inc, its subsidiaries and affiliates, including Prime Media Host and Prime Call Center LLC (collectively, "Fleetwatch Systems", "we", or "our"). This Privacy Policy is designed to inform you about the information we collect on or through the Website and on or through any interactive features (such as applications and widgets) that provide an authorized link to this Privacy Policy. This Privacy Policy applies whether the Website is accessed via personal computers, mobile devices, tablets, or otherwise.

This Privacy Policy explains why we collect information about you when you visit the Website and how we use that information. This Privacy Policy will also provide you with instructions on what to do if you don't want to share your personal information with us when you visit the Website. Your use of the Website signifies you have read our Privacy Policy and agree to it. If you do not agree to this Privacy Policy, your sole option is to immediately discontinue use of the Website.

We reserve the right, at our complete discretion, to change, modify, add, or remove portions of this Privacy Policy from time to time. We will not, however, retroactively change how we share already-collected personal information without your consent. Please check back periodically for any changes we may make to the Privacy Policy, as your continued use of the Website following the posting of changes to this Privacy Policy means you accept these changes.

2. Information We Collect and Use

Personal Information. We ask you only for the personal information (that is, information that can identify you or that is used in connection with information that can identify you) we need to provide the service that you've requested. For example, if you use the Website to apply for any products and/or services at Fleetwatch Systems, we collect your contact information and information about your organization and history so that we can process your application. If you don't want us to collect, store, and use this information your only option is to decline to use the corresponding Website service.

Cookies. Like most websites, this Website uses cookies. A "cookie" is a small file that we save on your computer's hard drive that contains non-personal information. Our cookies help to give you faster access to pages you have already visited and assist us in customizing our offerings to you. Cookies do not collect any personal information about a specific user, other than their IP address.

Web Beacons. Web beacons are small graphic images or other programming code (also known as "1×1 GIFS" or "clear GIFs"). We may include web beacons in the Website pages and email messages. Web beacons may be used for a number of purposes, including counting visitors to the Website, monitoring how users navigate the Website, and counting how many sent emails were actually opened. Web beacons do not collect any personal information about a specific user, other than their IP address.

3. Sharing of Information

We may share non-personal information, such as aggregated user statistics, with third parties. We do not share your personal information with third parties for third-party marketing purposes. We may share the information we have collected about you, including your organization, as disclosed at the time you provide your information and in the following circumstances:

Third Parties Providing Services on Our Behalf. We may use third parties to perform certain services on our behalf, such as hosting the Website, designing and/or operating the Website features, and performing human-resources and other administrative services. We may provide these third parties with access to user information, including personal or company information, to carry out the services they are performing for you or for us.

Administrative and Legal Reasons. We may also disclose personal information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on us; and (b) protect and defend our rights or property, the Website, its users, or the public.

4. Security

Personal and/or company information collected via the Website is stored in reasonably secure operating environments that are not available to the public. In some instances, personal information is encrypted during storage and transmission. Only those Fleetwatch Systems employees and agents who need access to your Personal or Company Information to do their jobs are allowed access.

While we make reasonable efforts to safeguard your Personal and Company Information once we receive it, no transmission of data over the Internet or any other public network can be guaranteed to be 100% secure. As a result, we cannot ensure or warrant the security of any information transmitted between us via the Website, and you assume all related risks.

5. Contact Us

If you have questions about the information that is collected by us via the Website, you can contact us at; services@1800howsmysdriving.com