

## TRANSPORT WATCH USER AGREEMENT

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TRANSPORT WATCH respects Your privacy, and takes the responsibility of protecting the personal and business information that You provide to TRANSPORT WATCH via the TRANSPORT WATCH web site (the Site), very seriously. To that end, TRANSPORT WATCH herein discloses its privacy practices and the possible uses of the information that it gathers via its Site. Please note that TRANSPORT WATCH may update this Privacy Policy from time-to-time in its sole discretion. It is Your responsibility to review the Privacy Policy for any changes each time that You use the Site.

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By entering Personal Information on the Site, You consent to our use of the Personal Information for purposes related to the Site and the services offered and/or provided on or in connection with the Site. Without limiting the foregoing, by giving us Personal Information You are giving us and third parties engaged by us, permission to contact You and/or send You promotional and/or other marketing information about services and offerings. We will not sell, share, or rent this information to others in ways different from those disclosed in this Privacy Policy. We do not intend to collect information from children under 18 years of age. If we discover that we have inadvertently collected information from a child under 18 years of age, we will promptly take all reasonable measures to delete that data from our systems.

This Site uses one or more Web analytics services. These services may record mouse clicks, mouse movements, scrolling activity as well as text You type in this Site. These services do not collect personally identifiable information that You do not voluntarily enter in this Site. We are using the information collected by these services to improve the usability of this Web Site. You can choose to disable this tracking by contacting our Site administrator.

**Information Sharing.** TRANSPORT WATCH may share any Personal Information collected on

this Site with its affiliated companies, partners, and other non-affiliated third parties that provide services on behalf of TRANSPORT WATCH. Further, when You submit reports regarding service providers on the Site, TRANSPORT WATCH may share certain Personal Information (such as Your name, mailing address, phone number, and e-mail address) with the relevant service providers so that they can respond to Your report. By entering Personal Information on this Site and submitting reports regarding service providers, You consent to the disclosure of Your Personal Information to TRANSPORT WATCH affiliates, partners and non-affiliated third parties selected by TRANSPORT WATCH, as well to the service providers about whom You have submitted reports. While TRANSPORT WATCH will only share Your Personal Information with select third parties and those service providers about whom You have submitted reports, TRANSPORT WATCH makes no representation or warranty as to the security or privacy practices of non-affiliated third parties and service providers. For more information regarding the privacy policies of third parties and service providers, please refer to their respective Web sites.

We may share aggregated demographic information with third party sponsors and advertisers. This aggregated demographic information is not linked to any personal information that can identify any individual person. In addition, we may disclose any information collected from this Site (a) if required or permitted pursuant to any applicable law, regulation, or court or administrative order; (b) in connection with any user's violation of posted Terms of use for this Site or other agreements with TRANSPORT WATCH; © to protect the property of TRANSPORT WATCH or its affiliates; or (d) to protect the personal safety of employees of TRANSPORT WATCH or its affiliates, other users of this Site, or a member of the public. TRANSPORT WATCH also may disclose and/or transfer Personal Information to a purchaser or transferee of all or a portion of its assets in conjunction with the sale or transfer of such assets.

**Security.** This Site uses industry-standard security measures to protect certain Personal Information. However, no data transmitted over or accessible through the public Internet can be guaranteed to be 100% secure. As a result, while we attempt to protect Personal Information, TRANSPORT WATCH cannot ensure or warrant that Personal Information will be completely secure from misappropriation by hackers or from other nefarious or criminal activities, or in the event of a failure of computer hardware, software, or a telecommunications network.

**Links.** This Site may contain links to other Web sites. Please be aware that TRANSPORT WATCH is not responsible for the privacy practices or policies of such other Web sites.

**Cookies.** Like many Web sites, this Site uses cookies, which allow TRANSPORT WATCH to make Your visit to the Site easier, more efficient and more valuable by providing You with a customized experience and recognizing You when You return. A cookie is a small computer file that is stored on a user's computer and contains information that this Site uses. Personal Information that is contained in cookies will be protected to the same degree as any other Personal Information that we collect about You. While You may delete or decline cookies by changing Your browser settings, some or all of the features of the Site may not function properly.



### III. ADVERTISING DISCLAIMER

TRANSPORT WATCH reserves the right to accept or reject any advertisement submitted for TRANSPORT WATCH's Web sites. However, TRANSPORT WATCH does not attempt to investigate or verify claims, including claims of compliance with regulations and standards, made in advertisements appearing in TRANSPORT WATCH's Web sites. The appearance of advertising in TRANSPORT WATCH's Web sites in no way implies endorsement or approval by TRANSPORT WATCH of any advertising claims or of the advertiser, its product, or services. TRANSPORT WATCH disclaims any liability whatsoever in connection with advertising appearing in TRANSPORT WATCH's Web sites. Ads by third parties are created by companies that pay to have their ads appear on TRANSPORT WATCH.

### IV. MISCELLANEOUS LEGAL PROVISIONS

**Forum and Choice of Law.** Montana law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Any disputes relating to these Terms or this Site will be heard in the courts located in Missoula County, Montana. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified.

**Claim Limitation.** You AND TRANSPORT WATCH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. You expressly waive the right and agree not, to bring or participate in, any class action or joinder or consolidation of claims with respect to any dispute under or relating to this Agreement, including in any arbitration

**Limitations by Applicable Law.** Certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If You reside in such a jurisdiction, some or all of the above disclaimers, exclusions, or limitations may not apply to You, and You may have additional rights. The limitations or exclusions of warranties, remedies or liability contained in this terms of service apply to You to the fullest extent such limitations or exclusions are permitted under the laws of the jurisdiction where You are located, if the laws of the jurisdiction where You are located apply at all.

**Export Control.** TRANSPORT WATCH controls and operates this Site from its headquarters in the United States of America and the services, User Content and/or Third Party Content may not be applicable, appropriate or available for use in other locations. If You use this Site outside the United States of America, You are responsible for following applicable local laws.

You agree to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export of any software, technical data or any direct product

thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained with respect to the countries specified in the applicable United States Export Administration Regulations (or any successor supplement or regulations). The transfer of certain technical data and commodities may require a license from an agency of the United States government and/or written assurances by You that You will not export such software, technical data, or commodities to certain foreign countries without prior approval of such agency. Your rights under these Terms are contingent on Your compliance with this provision.

**Waiver.** TRANSPORT WATCH's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

**Assignment.** TRANSPORT WATCH may assign its rights and duties under this Agreement to any party at any time without notice to You. These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You. Any assignment attempted to be made in violation of these Terms shall be void.

**Survival.** Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, sections regarding proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and damages and all general provisions shall survive any termination of these Terms.

**Severability.** If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

**Entire Agreement.** As updated from time to time as permitted herein, these Terms are the entire agreement between You and TRANSPORT WATCH and supersede all prior or contemporaneous negotiations, discussions or agreements between You and TRANSPORT WATCH about this Site. Any rights not expressly granted herein are reserved.

**Singular/Plural.** All references as used herein shall include male and female, and singular and plural. "You" may refer to a person, corporation, partnership, individual or entity in any place or places herein in which the context may require or permit such substitution, substitutions or designations.

**Headings.** The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

## **V. CONTACT INFORMATION**

If You would like to contact us with questions or comments concerning the accuracy and/or privacy of Your Personal Information, or if You believe that TRANSPORT WATCH has not adhered to this Privacy Policy, please notify us by contacting the following:

INFORM DATA SERVICES, INC.  
P.O. BOX 550  
STEVENSVILLE, MONTANA 59870  
(406) 777-0293

### **Acceptance of Terms and Conditions:**

**I have read, understand and agree with the Terms and Conditions of Use, the Privacy Policy, the Advertising Disclaimer, and the Miscellaneous Legal Provisions.**