

Track My Route Terms of Service

These Terms of Service ("Agreement") govern Your access to and use of TMR Technology's proprietary Track My Route service (the "Service") provided by TMR Technology LLC. ("TMR", "we" or "us") or through our website (the "Site") or mobile application. TMR offers the Service as a contractor to the School (as defined below).

Please read this Agreement carefully. By clicking "I Accept" below or by accessing or using the Service, You agree to be legally bound by this Agreement. If You do not wish to be bound by this Agreement, You may not access or use the Service.

This Agreement also includes any additional terms and conditions that TMR specifies as applicable to the Service, including the TMR's Privacy Policy which can be found at <http://tmr-technology.com/privacy-policy> ("Privacy Policy").

This Agreement may be amended by TMR from time to time. If we make material changes to the Agreement, we will notify You via the Service, and Your continued access to or use of the Service thereafter shall constitute Your acceptance of the amended Agreement. If You do not agree to be bound by the amended Agreement, Your sole and exclusive remedy is to immediately stop all use of the Service and terminate Your subscription as provided below.

DEFINITIONS:

- "Child" means a child who attends a School.
- "Data" means all data generated from use of the Service.
- "School" means a school which is currently enrolled in TMR's Track My Route program.
- "School Bus" means a School's bus equipped with compatible GPS technology.
- "Subscriber" or "You" means the individual who has signed up for the Service and has received a unique sign-up token.
- "Subscription Fee" means the current fee for the Service as set forth on the Site.
- "Additional Users" has the meaning set forth below.

REGISTRATION:

Registration. You represent and warrant that You: (1) are the parent or legal guardian of the Child You specify in your account registration, and (2) have the legal right to access the Child's data. You must terminate Your subscription immediately if any of the foregoing cease to be true. You must have your unique token to register as a Subscriber. If the School informs TMR that an individual with a subscription to the Service is not the parent or legal guardian of the Child or ceases to have the right to access the Child's data, TMR has the right but not the duty to automatically, with or without notice to the individual, terminate the individual's subscription to the Service. You agree that TMR shall have no liability based on the School's updates or failure to provide updates, or based on any subscription termination, including but not limited as described above.

- Additional Users. "Additional User" means each individual that You elect to add to Your account via the Service, in accordance with this Section. By adding an Additional User, You represent and warrant that You have the right to do so, that such individual is a custodial parent or legal guardian of the Child, and You give express consent to TMR to provide such Additional User with notifications about

your Child via the Service. You are solely responsible for adding and removing individuals as Additional Users. Additional Users will have access to certain information about Your Child, as described in the Privacy Policy. TMR is not responsible for the acts or omissions of You or any Additional Users, including Your or any Additional Users' collection, use or disclosure of information about Your Child received through the Service. You add Additional Users to Your account at Your sole discretion and sole risk. You are responsible for Your own and Your Additional Users' compliance with this Agreement.

IMPORTANT SERVICE NOTICES: The Service allows You to view certain information about Your Child's designated School Bus as identified to the Service by You and the School. TMR may combine that information with other information provided by the School regarding the Child and information it collects about the School Bus' GPS location (each as described in the Privacy Policy). TMR will disclose this information to You, any Additional Users You designate, and the School (as described in the Privacy Policy). You acknowledge and agree to the following: TMR may make the above disclosures to You, the Additional Users, and the School via this site or the application. You understand and agree that standard data and message rates may apply for notices sent to a mobile phone or other device and that You, the Additional Users, and the School shall be respectively responsible for such charges. In no event shall TMR or the School pay for or be responsible for charges incurred by You, Your Child, or and Additional User..

You consent on your own behalf and on behalf of Your Child and the Additional Users to receive such electronic or other communications from TMR, including but not limited to emails, voicemail messages (such as, for example, auto-dialed or prerecorded messages) from TMR to any landline or cellular phone number that You, the Child, the School, or an Additional User has provided to TMR.

The ability of the Service to provide accurate and timely information is dependent upon a number of factors, including proper functioning of the GPS equipment in the School Bus, weather, and delays by Subscriber's (or an Additional User's) mobile or internet service provider. Accordingly, the Services should not be relied upon to confirm whether or not, where, and/or when the Child has boarded or exited a School Bus.

TRIAL USE AND BETA SERVICES. If you are a School using the Services (or accessing certain content herein) on a trial basis pursuant to a pilot or other authorized trial basis, the School may use the Services solely for purposes of evaluating its suitability. The School's trial use is subject to all other terms and conditions of this Agreement, including, but not limited to, the restrictions herein. At the conclusion of the trial period, the School shall cease all use of the Services (or accessing the trial content). We may discontinue a trial or pilot at any time in our sole discretion and may elect, in our sole discretion, not to make the Services available to the School or any other school. We will have no liability for any harm or damage arising out of or in connection with a Trial or Pilot. **RELEASE: You hereby release and forever discharge TMR (and our officers, employees, agents, successors, insurers, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, use of the Service**

by You, your Child, or any Additional User, including any interactions with, or act or omission of, Additional Users.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

GRANT OF LICENSE: Subject to the provisions of this Agreement, and subject to continuous and timely payment of the Subscription Fees, TMR grants You for the Term of this Agreement a limited, non-exclusive, non-transferable license, without right to sublicense, to access and use the Service. All rights not expressly granted are reserved to TMR. TMR in its sole discretion may update and change the features and functionality of the Service from time to time, and You (on behalf of yourself and all Additional Users whom you sign up) agree to such updates as part of its use of the Service.

USER ID AND PASSWORD; USAGE OF SERVICE: You agree to notify TMR promptly of any actual or suspected unauthorized use of Your account, usernames or passwords or those of Your Additional Users, or any other breach or suspected breach of this Agreement. TMR reserves the right to terminate any account, username or password that TMR determines in its sole discretion may have been used by an unauthorized third party. You will ensure that Your use of the Service complies with all applicable laws, statutes, regulations or rules. You represent and warrant that: (a) all required registration information You submit is truthful and accurate; and (b) You will maintain the accuracy of such information. TMR cannot and will not be liable for any loss or damage arising from Your failure to comply with the above requirements.

DATA:

TMR uses industry-standard methods to ensure accuracy of data within the Service, but is not responsible for any loss of data or inaccuracy caused by any factor out of its control. Subscriber agrees that TMR and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by any cause out of TMR's control.

In no event shall TMR be liable for the failure or incompatibility of any equipment utilized by You in connection with the Service.

TERMINATION: Without limiting other remedies, TMR may limit, suspend, or terminate Your use of and/or prohibit Your access to the Service if (a) TMR believes that You or any Additional User is in breach of this Agreement, is not a parent or legal guardian of the child with custodial rights is infringing any third party's intellectual property rights, or is engaging in any potentially fraudulent, immoral, threatening, disruptive or illegal activities, (b) TMR is required to do so by law, (c) TMR elects, in its sole discretion, to discontinue providing the Service, (d) the School elects to discontinue the service or (e) the Subscription Fee is not paid by You or the School when due. You may terminate Your subscription as provided on the My Account page of the Service.

EFFECT OF TERMINATION: Upon the expiration or earlier termination hereof: (i) Subscriber shall immediately cease all use of the Service and (ii) all licenses hereunder shall terminate.

TMR will not have any liability whatsoever to You, your Child or any Additional User for any termination of this Agreement, including for deletion of data. Upon termination or expiration of this Agreement, the following provisions hereof shall survive: **IMPORTANT SERVICE NOTICES, RELEASE, DISCLAIMER, LIMITATION OF LIABILITY, INDEMNIFICATION, INTELLECTUAL PROPERTY, CONFIDENTIALITY, ENTIRE AGREEMENT, and CHOICE OF LAW.**

FEES: All fees and charges (including the Subscription Fee) are subject to change by TMR at any time upon updating the Site, provided that any new Subscription Fee will not apply until the end of Your then current term. All fees and charges are "net" and are not subject to set off or reduction. The Subscription Fee is due when You sign up for the Service and upon renewal of the Term. TMR shall be entitled to withhold performance and suspend the Service until all amounts due are paid in full. Subscription Fees are non-refundable.

TAXES: Subscription Fees include taxes TMR is required to collect. You are responsible for paying all other Taxes, if any, directly to the applicable governmental authorities.

DISCLAIMER: THE SERVICE AND ALL INFORMATION PROVIDED BY TMR ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TMR DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF TMR IS ADVISED OF SUCH PURPOSE), NON-INFRINGEMENT, NON-INTERFERENCE, UNINTERRUPTED SERVICE, TIMELY SERVICE, ERROR-FREE SERVICE, VIRUS FREE SERVICE, SECURE SERVICE, AND ACCURACY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TMR, ITS SUPPLIERS, SCHOOL OR ANY OF THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, DIRECTORS OR ANY OTHER PERSON ACTING ON THEIR BEHALVES BE LIABLE TO YOU OR YOUR CHILD REGARDLESS OF THE THEORY OF LIABILITY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE LOSS OF USE OF SERVICE, OR LOSS OF GOODWILL, DATA OR PROFITS, RESULTING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH TMR'S PERFORMANCE HEREUNDER OR THE USE, MISUSE OR INABILITY TO USE THE SERVICE OR ANY OTHER PRODUCTS OR SERVICES HEREUNDER, EVEN IF TMR HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF TMR DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY DIRECTLY OR INDIRECTLY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (1) U.S. \$50 OR (2) FEES PAID BY YOU TO TMR HEREUNDER DURING THE 12 MONTHS PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE TMR'S LIABILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. IN THE EVENT OF ANY CLAIM OR DISPUTE, TMR AT ITS OPTION MAY TENDER THE MAXIMUM LIABILITY PAYMENT TO YOU AND YOU AGREE TO ACCEPT SUCH TENDER AS FULL AND FINAL SATISFACTION OF THE CLAIM OR DISPUTE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE SERVICE SHOULD NOT BE USED OR RELIED ON AS AN EMERGENCY LOCATOR SYSTEM, USED WHILE DRIVING OR OPERATING VEHICLES, OR USED IN CONNECTION WITH ANY HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OR INACCURACY OF THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE. THE SERVICE IS NOT SUITED OR INTENDED FOR FAMILY FINDING PURPOSES, FLEET TRACKING, OR ANY OTHER TYPE OF BUSINESS OR ENTERPRISE USE. OTHER PRODUCTS EXIST TODAY THAT MAY BE USED SPECIFICALLY FOR THESE PURPOSES.

INDEMNIFICATION BY SUBSCRIBER: You agree to defend, indemnify and hold TMR harmless from and against any claim, cause of action, demand, cost, expense (including attorneys' fees), loss, suit, proceeding, damage and liability of any kind arising out of or relating to Your or Your Authorized User's use of or inability to use the Service, unauthorized use of the Service, and/or any breach by You or Your Authorized User of the terms of this Agreement.

INTELLECTUAL PROPERTY: All trademarks, logos and service marks ("Marks") displayed on the Site are TMR's property or the property of other third parties. You may not use these Marks without our prior written consent or the consent of such third party which may own the Marks. If You provide TMR any feedback or suggestions regarding the Site or Services ("Feedback"), You hereby assign to TMR all rights in the Feedback and agree that TMR shall have the right to use such Feedback and related information in any manner it deems appropriate. TMR will treat any Feedback You provide to TMR as non-confidential and nonproprietary. You agree not to submit to TMR any information or ideas that You consider to be confidential or proprietary.

LINKS: The Site may contain links to other websites operated by third parties. Such third party web sites are not under the control of TMR. TMR is not responsible for the content of any third party web site or any link contained in a third party website. TMR provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third party web sites.

ENTIRE AGREEMENT: This Agreement (including the Privacy Policy) constitutes the entire agreement between TMR and You with respect to the subject matter hereof, and supersedes all previous written agreements between TMR and You with respect to such subject matter. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

ASSIGNMENT: You may not transfer Your account nor assign, directly or indirectly, all or part of Your rights or obligations under this Agreement without the prior written consent of TMR. TMR may assign this Agreement. Any purported transfer or assignment in violation of this

section is void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

NOTICE: Any notice required or permitted under this Agreement will be in writing. If to TMR, notice will be delivered in person or by means evidenced by a written confirmation to TMR Technology LLC, 1215 Lake Shore Drive North, Barrington IL 60010. and will be effective only upon receipt. Notice to You may be delivered to the email address You provide with Your user account information. You are responsible for providing us with Your most current email address. In the event that the last e-mail address that You have provided us is not valid, or for any reason is not capable of delivering to You the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

ARBITRATION: All controversies, disputes, demands, counts, claims, or causes of action between You and TMR, including disputes directly or indirectly arising out of, under, or related in any way to this Agreement, shall exclusively be settled through binding arbitration, to be governed by the AAA's Commercial Arbitration Rules. Such arbitration shall take place either in Chicago, or in the AAA location closest to your residence, as the law permits. This clause shall survive termination of this Agreement.

CHOICE OF LAW: This Agreement is governed by and construed in accordance with the laws of the State of Illinois, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

MOBILE APPLICATION ADDITIONAL TERMS AND CONDITIONS. The following additional terms and conditions apply to You if You downloaded the Track My Route mobile application ("Mobile App"). Subject to the terms of this Agreement, TMR grants You a non-transferable, non-exclusive, license to install and use the Mobile App software, in executable object code format only, solely on Your own handheld mobile device and for Your personal, non commercial use. As used in this Agreement, the term "Service" includes the Mobile App.

APPLE APP STORE ADDITIONAL TERMS AND CONDITIONS. The following additional terms and conditions apply to You if You are using a Mobile App from the Apple App Store. To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section apply, but solely with respect to Mobile Apps from the Apple App Store.

Acknowledgement: TMR and You acknowledge that this Agreement is concluded between TMR and You only, and not with Apple, and TMR, not Apple, is solely responsible for Mobile App and the content thereof.

Scope of License: The license granted to You for Mobile App is limited to a non-transferable license to use Mobile App on an iOS Product that You own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.

Maintenance and Support: TMR is solely responsible for providing any maintenance and support services with respect to Mobile App, as specified in this Agreement (if any), or as required under applicable law. TMR and You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to Mobile App.

Warranty: TMR is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of Mobile App to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for Mobile App to You; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be TMR's sole responsibility.

Product Claims: TMR and You acknowledge that TMR, not Apple, is responsible for addressing any claims of You or any third party relating to Mobile App or Your possession and/or use of Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit TMR's liability to You beyond what is permitted by applicable law.

Intellectual Property Rights: TMR and You acknowledge that, in the event of any third party claim that Mobile App or Your possession and use of Mobile App infringes that third party's intellectual property rights, TMR, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Legal Compliance: You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

Developer Name and Address: TMR's contact information for any end-user questions, complaints or claims with respect to Mobile App is set forth below.

Third Party Terms of Agreement: You must comply with applicable third party terms of agreement when using Mobile App.

Third Party Beneficiary: TMR and You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon Your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary thereof.

TMR Technology LLC Privacy Policy

TMR Technology ("TMR") is committed to protecting your privacy. We have prepared this Privacy Policy to describe to you our practices regarding the Personal Data (as defined below) we collect from users of our website, located at <http://www.tmr-technology.com> and users of the Track My Route™ Service ("Service"). This Privacy Policy governs the websites, online services, and software made available by TMR for use on mobile devices, tablets, personal computers and other devices, which includes the websites and mobile Services listed here. . Capitalized terms not defined in this Privacy Policy have the meanings given in our Terms of Use for the Service located at <http://www.tmr-technology.com>.

1. User Consent. By submitting Personal Data through our Site or Services, you agree to the terms of this Privacy Policy and you expressly consent to the collection, use and disclosure of your Personal Data in accordance with this Privacy Policy.

2. A Note about Children. We generally do not intentionally gather Personal Data from visitors to this Site who are under the age of 13. To the extent we collect Personal Data from children who are under the age of 13 through our Track My Route Service (as described below), we are doing so as a contractor for the child's school for the use and the benefit of the school. In order to implement reasonable procedures to ensure that TMR is dealing with the child's parent with respect to providing access to such data via the Track My Route Service, TMR will be obtaining a signed form from the parent before providing access to such data via the Track My Route Service.

3. A Note to Users Outside of the United States. Your Personal Data may be processed in the country in which it was collected and in other countries, including the United States, where laws regarding processing of Personal Data may be less stringent than the laws in your country.

4. Types of Data We Collect. "Personal Data" means data that allows someone to identify or contact you, including, for example, your name, address, telephone number, e-mail address, as well as any other non-public information about you that is associated with or linked to any of the foregoing data. "Anonymous Data" means data that is not associated with or linked to your Personal Data; Anonymous Data does not, by itself, permit the identification of individual persons. We collect Personal Data and Anonymous Data, as described below.

(a) Information You Provide to Us.

- When you register for an account to use the Service ("Account"), we will collect your first and last name, mailing addresses, and email address.
- We retain information on your behalf, such as files and messages that you store using your Account.
- If you provide us feedback or contact us via e-mail, we will collect your name and e-mail address, as well as any other content included in the email, in order to send you a reply.
- When you participate in one of our surveys, we may collect additional profile information.

- We collect information as described in Section 5 (Services).
- We may also collect Personal Data, such as at other points in our Site that state that Personal Data is being collected.

(b) Information Collected via Technology.

- To make our Site and Service more useful to you, our servers (which may be hosted by a third party service provider) collect information from you, including your browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit.
- We also use cookies and URL information to gather information regarding the date and time of your visit and the information for which you searched and which you viewed. "Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing a web site. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Site and Service. Persistent Cookies can be removed by following Internet browser help file directions. If you choose to disable Cookies, some areas or features of our Site and Service may not work properly.

5. Services.

(a) Track My Route Service. The following Section applies to you if you are using the Track My Route Service:

(i) The Track My Route Service allows you to view certain information about your Child's School Bus location. Information collected by using Track My Route include: First Name, Last Name, email? Phone number? Location where the bus is. TMR may combine that information with other information provided by the School regarding your Child and information it collects about the School Bus. Information provided by the School may include: your Child's name, student ID number, date of birth, and social security number School Bus information may include: the bus' GPS location.

(ii) If you are a Subscriber or Additional User, you acknowledge and agree to the following: TMR may make the above disclosures to you via SMS text or other electronic or telephonic means. . You hereby consent to receive such SMS texts and other forms of communication. You understand and agree that standard text message and data rates may apply and that you and any additional user, and not TMR, are responsible for such charges. You may opt out of receiving such SMS texts by following the instructions in Section 9. If an Additional User opts out, the Additional User will be removed from the Subscriber's account and will no longer receive SMS texts.

6. Use of Your Data

(a) General Use. In general, Personal Data you submit to us is used either to respond to requests that you make, or to aid us in serving you better. We use your Personal Data in the following ways:

- to facilitate the creation of and secure your Account on our network;
- identify you as a user in our system;
- provide improved administration and quality of experience of our Site and Services;
- provide the Services you request;
- send you a welcome email to verify ownership of the e-mail address provided when your Account was created;
- send you administrative e-mail notifications, such as security or support and maintenance advisories;
- respond to your inquiries related to employment opportunities or other requests;
- to make telephone calls to you (including but not limited to live calls, prerecorded calls, and automated dialing system calls), from time to time, as a part of secondary fraud protection or to solicit your feedback or other purposes; and
- to send newsletters, surveys, offers, and other promotional materials related to our Services and for other marketing purposes of TMR.

(b) Services. We use information as described in Section 5 (Services).

(c) Creation of Anonymous Data. We may create Anonymous Data records from Personal Data by excluding information (such as your name) that make the data personally identifiable to you. We use this Anonymous Data to analyze request and usage patterns so that we may enhance the content of our Services and improve Site navigation. TMR reserves the right to use Anonymous data for any purpose and disclose Anonymous Data to third parties in its sole discretion.

7. Disclosure of Your Personal Data. Except as otherwise stated in this Privacy Policy, we do not sell, trade, share, or rent the Personal Data collected from our Site or Services to third parties.

(a) Services. We disclose information as described in Section 5 (Services).

(b) Third Party Service Providers. We may share your Personal Data with third party service providers to: provide you with the Services that we offer you through our Site; to provide payment processing services, to conduct quality assurance testing; to facilitate creation of accounts; to provide technical support; and/or to provide other services to the TMR. These third party service providers are required not to use your Personal Data other than to provide the services requested by TMR.

(c) Affiliates and Acquisitions. Although we currently do not have a parent company, any subsidiaries, joint ventures, or other companies under a common control (collectively, "Affiliates"), we may in the future. We may share some or all of your Personal Data with these Affiliates, in which case we will require our Affiliates to honor this Privacy Policy. If another company acquires our company, business, or our assets, that company will possess the Personal Data collected by it and us and will assume the rights and obligations regarding your Personal Data as described in this Privacy Policy.

(d) Other Disclosures. Regardless of any choices you make regarding your Personal Data (as described below), TMR may disclose Personal Data in connection with any legal investigation and/or if it believes in good faith that such disclosure is appropriate or necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on TMR; (b) protect or

defend the rights or property of TMR or users of the Services, or (c) to investigate any violation or potential violation of the law, this Privacy Policy, or Terms of Use.

8. Third Party Websites. When you click on a link to any other website or location, you will leave our Site and go to another site and another entity may collect Personal Data or Anonymous Data from you. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of data after you click on links to such outside websites.

9. Your Choices Regarding Your Personal Data

(a) Choices. We offer you choices regarding the collection, use, and sharing of your Personal Data.

(i) We will periodically send you free newsletters and emails that directly promote the use of our Site or Services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the email you receive or by contacting us directly (please see contact information below).

(ii) Despite your indicated email preferences, we may at any time send you service related communications, including notices of any updates to our Terms of Use or Privacy Policy.

(iii) You may opt-out of receiving SMS text messages by texting "STOP". For help, text "HELP".

(b) Changes to Personal Data. You may change any of your Personal Data in your Account by editing your profile within your Account or by sending an e-mail to us at the e-mail address set forth below. You may request deletion of your Personal Data by us, but please note that we may be required to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives.

10. Security of Your Personal Data. TMR is committed to protecting the security of your Personal Data. We use a variety of industry-standard security technologies and procedures to help protect your Personal Data from unauthorized access, use, or disclosure. We also require you to enter a password to access your Account information. Please do not disclose your Account password to unauthorized people. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while TMR uses reasonable efforts to protect your Personal Data, TMR cannot guarantee its absolute security.

11. Contact Information. TMR welcomes your comments or questions regarding this Privacy Policy. Please email at support@tmr-technology.com or write to us at:

TMR Technologies LLC
Attn: Legal Dept.
1215 Lake Shore Drive North,
Barrington, IL

12. Changes to This Privacy Policy. This Privacy Policy is subject to revision, and if we make any material changes in the way we use your Personal Data, we will notify you by sending you an email to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our Site. You consent to receive such emails or other electronic or telephonic notices. Any changes to this Privacy Policy will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Service. Please note that at all times you are responsible for updating your Personal Data to provide us with your most current email address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. In any event, changes to this Privacy Policy may affect our use of Personal Data that you provided us prior to our notification to you of the changes. If you do not wish to permit changes in our use of your Personal Data, you must notify us prior to the effective date of the changes that you wish to deactivate your Account with us. Continued use of our Site or Service, following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.