

# New Jersey Mileage-Based User Fee for Electric Vehicles

— THE EASTERN  
TRANSPORTATION  
COALITION

MBUF WORK

In  
Partnership  
with:



## PARTICIPANT AGREEMENT



# TABLE OF CONTENTS

*Click on your question to jump directly to that page.*

<b>Overview</b> .....	<b>1</b>
Policies and Participation Agreement .....	1
MBUF Pilot Data Collection and Use .....	1
Location-Based Services are Optional. ....	2
Collection and Use of Non-Personal Information .....	2
Disclosure of Personal Information to Third Parties .....	2
Your Right to Inspect Your Information and Records .....	2
Retention of Your Information and Records .....	3
Participant Resources .....	3
Pilot Agreement .....	3
Participant Agreement .....	3
MBUF Pilot Agreement .....	4
<b>EXHIBIT A – GeoToll Terms &amp; Conditions</b> .....	<b>4</b>
Terms & Conditions – Updated February 3, 2024 .....	4
Creating an Account and Using the Service .....	6
Unauthorized Use, Lost, Stolen or New Mobile Phone or OBD Plug-in Device .....	6
Absent, Defective or Malfunctioning Mobile Phone or OBD Plug-in Device .....	6
Privacy; General Terms of Use .....	7
GeoToll Mileage Reporting Options (MRO) Data Collection .....	7
Your Charges During the Pilot: .....	9
Unenrollment .....	9
Pilot Completion .....	9
Term; Termination; Suspension of Service .....	9
Representations and Warranties .....	10
Indemnification .....	10
Limitation of Liability .....	10
Disclaimer .....	10
Arbitration .....	11
Modifications to the Service .....	11
Modifications to the Terms .....	12
Assignment .....	12
Governing Law .....	12
Force Majeure .....	12
Questions and Additional Information .....	12

— THE EASTERN —  
TRANSPORTATION  
COALITION

MBUF WORK

In  
Partnership  
with:



# TABLE OF CONTENTS

*Click on your question to jump directly to that page.*

<b>EXHIBIT B – GeoToll Privacy Policy</b> .....	<b>13</b>
Definitions .....	13
The Information GeoToll Collects .....	13
How GeoToll Uses Your Information .....	14
GeoToll Information Sharing and Disclosure .....	14
GeoToll Information Retention and Deletion .....	15
User Choice .....	15
Device Permissions .....	16
Explanations, Copies and Corrections .....	16
Information For California Residents .....	16
Information for Users from the European Union .....	17
Explanation and copies of your data .....	17
Updates To This Policy .....	19



# PARTICIPANT AGREEMENT

## Overview

### Policies and Participation Agreement

To ensure the voices of citizens on the east coast are a part of the critical national discussion of how to establish a sustainable and equitable transportation funding approach, The Eastern Transportation Coalition (formerly the I-95 Corridor Coalition) applied for and received funding through the USDOT “Surface Transportation System Funding Alternatives” (STSFA) study to operate a Mileage-Based User Fee (MBUF) Pilot. The purpose of the MBUF Pilot funding is to explore the feasibility of replacing the fuel tax with a MBUF approach in a multi-state environment. The Eastern Transportation Coalition is particularly interested in receiving feedback on the technologies used in the Pilot and the other driver amenities provided, reactions to receiving a monthly MBUF statement for road usage, any concerns with privacy and data security, and the fairness of the MBUF system. All MBUF charges shown on the monthly statement will be simulated and no actual monies will be received from (or paid to) a participant as part of the MBUF Pilot.

As further detailed below, The Eastern Transportation Coalition (the Coalition) has partnered with GeoToll to administer the New Jersey MBUF Pilot for Electric Vehicles. Additional terms and conditions related to GeoToll’s account management services are provided in Exhibit A attached hereto. To better understand how GeoToll processes and protects your personal information, please see Exhibit B attached hereto.

*Thank you for your interest and participation in this important initiative.*

### MBUF Pilot Data Collection and Use

To set up and properly manage your MBUF account during the Pilot the account manager will collect the following information:

- Your full name and address, including zip code
- Your email address and phone number
- Year, make, and model of the electric vehicle you own or lease
- The Vehicle Identification Number (VIN) for the vehicle you will enroll in the Pilot
- The state of your residence
- The state of your vehicle registration
- Depending on the mileage-reporting option chosen, Bluetooth Identification Number (BTUUUID) and Smartphone Android or iOS Operating System (OS)

The account manager is responsible for setting up your MBUF account and processing your mileage reports, delivering mileage reporting Devices and Applications to persons who choose to enroll in the Pilot, and providing customer services.

Occasionally, the Coalition or your account manager will use your personal information to contact you or send important notices about your account, changes in the MBUF Pilot, surveys, or changes to these policies.



# PARTICIPANT AGREEMENT

## Location-Based Services are Optional.

Your vehicle location details are not required to participate in the MBUF Pilot. If you do not want location information collected by your account manager, you can participate via the Odometer Capture on App mileage-reporting option which is based solely on the number of miles you drive and does not involve location-based data. It is important to note that if you choose the non-location technology option, all miles reported will be reported as driven in New Jersey. Even if you choose location, only the miles driven in the state (e.g. routes taken) will be provided to the Coalition, the Coalition member states, or any third party by the account manager.

## Collection and Use of Non-Personal Information

The account manager will also produce non-personal data reports that do not reveal the identity, activities or contact details of any specific person. The collected information will be securely stored and only accessible to researchers. Below are examples of non-personal information and how it might be used:

- Analysis of mileage by persons living in a certain area, to gain a better understanding of how MBUF might impact drivers differently, depending upon where they live.
- Analysis of difficulties participants have in setting up their MBUF mileage accounts, so that these services can be improved for any future MBUF system.
- Analysis of MBUF by drivers of different makes and models of vehicles, to gain insight into how a MBUF system compares against the gas tax or EV registration system.
- Analysis of participant experience and device performance to evaluate potential product and MBUF system improvements.

The data used for these purposes will not contain any participant specific information and will only be used at the aggregated level (combined with other participants' data).

## Disclosure of Personal Information to Third Parties

Given a key purpose of the Pilot is to gather feedback from participants, you will be asked to participate in brief surveys over the course of the Pilot. Another third-party company will be conducting these surveys and will reach out to you via email. The third-party survey company will be provided with your name, email, and participation status but will not have access to the Pilot data collected by the account manager and is legally required to adhere to this privacy policy and protect your personal information.

## Your Right to Inspect Your Information and Records

Your account manager will provide you with the opportunity to view all of your personal information and data collected and stored as part of the MBUF Pilot to ensure only information and data you have authorized is being collected. To view your information, please contact your account manager using the email address below or directly through the Pilot Support Page.

Support Page: [tetc.nj.geotoll.com/home/signin](https://tetc.nj.geotoll.com/home/signin)

Email: [support@geotoll.com](mailto:support@geotoll.com)





# PARTICIPANT AGREEMENT

If you notice anything in your account that seems to be a mistake, you may request a review by your account manager, and a prompt correction of any errors discovered will be made.

## Retention of Your Information and Records

All personally identifiable information that is collected to set up and manage your mileage account, including mileage and other data collected during the Pilot, will be destroyed within 30 days of the completion of the MBUF Pilot. Non-personal information (i.e., total mileage, vehicle make and model, etc.) may be retained indefinitely and used for other MBUF research purposes. All data will be anonymized, securely stored, and only individuals involved in the research Pilot will have access to the data. All individuals that will have access to personally identifiable information as part of this Pilot will sign a non-disclosure agreement to ensure that they do not disclose personally identifiable information.

## Participant Resources

The following website contains detailed information about the Pilot and frequently asked questions:

**Website:** [NewJerseyMBUFPIlot.org](https://NewJerseyMBUFPIlot.org)

The MBUF Pilot falls under the University of Maryland standard research protocols. For more information about these protocols, contact UMD Institutional Review Board at: [irb@umd.edu](mailto:irb@umd.edu)

## Pilot Agreement

Volunteer participants in The MBUF Pilot will evaluate the feasibility of MBUF as a potential replacement for the new EV fee that was implemented in New Jersey on July 1, 2024. All MBUF payments will be simulated, and no actual monies will be paid by a participant as part of the MBUF demonstration.

## Participant Agreement

To participate in New Jersey Mileage-Based User Fee Pilot I understand and agree to the following:

1. I agree to participate in the Pilot for the designated period, beginning with the date of [my enrollment in the Pilot].
2. By enrolling in the Pilot, I agree to the terms and conditions provided to me by the account manager (GeoToll) as a part of my enrollment, including the terms and conditions attached hereto as Exhibit A and the account manager's privacy policy, attached hereto as Exhibit B, and to set up a NJ MBUF account with the account manager and download the Smart Mobile App on my smartphone or install a OBD Plug-in Device in my designated vehicle(s).
3. Volunteers will be given a choice of several MBUF mileage reporting options. I agree to choose one of the mileage reporting options and provide MBUF Pilot monthly mileage data via the approach appropriate to the reporting option chosen.
4. I agree to return the OBD Plug-in Device upon withdrawal of my vehicle from the Pilot, including recording the vehicle's odometer reading when the OBD Plug-in Device is removed.
5. I understand that I will receive (via e-mail) a monthly report outlining the amount of the usage fee (based on miles reported), and a comparison with New Jersey's EV registration fee. I further understand that the estimated payment amounts will be calculated accurately, but as part of the MBUF Pilot are not due and payable.



# PARTICIPANT AGREEMENT

6. I will report all difficulties or malfunctions in the OBD Plug-in Device or statement errors to my account manager in a timely manner and allow the account manager the opportunity to correct them.
7. I will remove the OBD Plug-in Device and notify the account manager before selling any vehicle enrolled in the MBUF Pilot.
8. I will notify the account manager if I lose the OBD Plug-in Device (such as by theft or accident), so the account manager may arrange for a replacement.
9. I agree not to tamper with the OBD Plug-in Device or otherwise purposefully attempt to defraud the Pilot.
10. I understand that participation in periodic surveys is important to the MBUF Pilot, and I will provide accurate answers to questions related to my experience as a participant in the MBUF Pilot. I authorize my email address, provided at enrollment, to be used by the Coalition or their authorized representatives to disseminate the surveys.

I acknowledge and agree to the conditions provided in the MBUF Pilot Privacy Policy.

## MBUF Pilot Agreement

The MBUF Pilot will provide material to assist the participant with enrollment, account setup, OBD Plug-in Device installation and account closeout, and will assist the participant with any or all of these activities as needed.

The Eastern Transportation Coalition (the Coalition) may cancel the MBUF Pilot or the participant's involvement in the Pilot at any time. Should the participant wish to leave the Pilot prior to the conclusion of the Pilot, the participant may do so by providing notice to the account manager and returning the OBD Plug-in Device.

## EXHIBIT A – GeoToll Terms & Conditions

### Terms & Conditions – Updated February 3, 2024

"GeoToll" or "GeoToll Inc." is a Florida based Corporation and bound by the laws of the state of Florida.

"Pilot" or "MBUF Pilot": means "New Jersey Mileage-Based User Fee for Electric Vehicles" which shall begin no earlier than October 1, 2024 and end no later than January 31, 2025.

"Sponsor": means The Eastern Transportation Coalition.

"State": means the state government within the United States of America.

"We", "us", "our", "GeoToll": means GeoToll Inc. and its affiliates, subsidiaries, and parent entities.

"You", "your", "User", "Participant": means the participant named on the Pilot account who is the registered owner or lessee of the enrolled vehicle.

Your use of the New Jersey Mileage-Based User Fee OBD Plug-in Device (the "Device") and Smart Mobile App (the "Service") requires your express acceptance of these terms and conditions ("Terms"). Using the Smart Mobile App or OBD Plug-in Device and participating in the Pilot is voluntary. If you do not agree with any part of these terms and conditions, you cannot use the Smart Mobile App or OBD Plug-in Device and cannot remain a participant in the Pilot.



# PARTICIPANT AGREEMENT

GeoToll reserves the right to modify these Terms at any time. You can view the modifications to these Terms at any time by visiting [NewJerseyMBUFPilot.org](http://NewJerseyMBUFPilot.org). Your continued use of the Smart Mobile App or OBD Plug-in Device will constitute your acceptance of these Terms.

Please carefully read these Terms and Conditions (“Terms”, “Terms and Conditions”) prior to using the Smart Mobile App (the “Service”) and OBD Plug-in Device which is operated by GeoToll, Inc. (“GeoToll”). By accessing or using the Service, you (the “User”) agree to be bound by these Terms. These Terms govern your rights and obligations regarding the use of GeoToll’s Software (“Software”) and Service on the Internet or in cellular media. Your access to and use of the Service is conditioned upon your acceptance and compliance with these Terms and GeoToll’s Privacy Policy. If you do not agree with any part of the Terms, then you are prohibited and must refrain from using the Software and Service. You also agree to resolve any disputes through binding arbitration as further explained below.

These Terms and Conditions are an agreement (the “Agreement”) that you are entering into with GeoToll. By entering into this Agreement, and/or by using the Service, you expressly acknowledge that you understand this Agreement and accept all of its terms. To activate the Service, you must first register with GeoToll and provide the registration information that is required, including but not limited to, your name, mailing address, phone number, state you reside, vehicle information including year, make, model of the vehicle you own or lease, vehicle’s fuel type, VIN, BTUID, and the state your vehicle is registered in. Once you have entered all the required information, GeoToll will notify you when your registration has been accepted and the Service has been activated. GeoToll has entered into agreements with third party agencies, CDM Smith Inc. and The Eastern Transportation Coalition (the “Agencies”). GeoToll will post to the GeoToll Portals and the Service, all MBUF Pilot data collected. Each User may only create one account per vehicle, and GeoToll reserves the right to shut down any additional accounts. GeoToll reserves the right to reject any application to use the Service. Each User may add family members to their account who drive the same registered vehicle.

You expressly authorize GeoToll to provide the Agencies with your information (“Participant Information”) to the extent necessary to be able to provide the Service. Participant Information includes, but may not be limited to, your name, your address, your VIN, your vehicle information, the miles your vehicle travels during the Pilot, your User Experience and OBD Plug-in Device performance, the MBUF amount from your account, and the location/states your MBUF charge was paid using your account. The Agencies shall have the right to maintain Participant Information to the extent permitted by law.

These Terms and this Agreement shall not be construed as constituting the formation of a partnership, joint venture or agent-principal relationship, or to create any other form of legal association between GeoToll and you that would impose liability upon one party for the act or failure of the other party, except as otherwise expressly noted herein. GeoToll grants you a non-exclusive, time-limited, non-transferable, non-sublicensable, revocable license to use the Service and the Software for non-commercial purposes, subject to these Terms.

By submitting your mileage and Customer Information to GeoToll, you grant GeoToll the right to provide the information to third party services, subject to GeoToll’s Privacy Policy, for the purpose of the MBUF Pilot. By using the Service, you represent and warrant that you have the legal right to use the vehicle and smartphone that you have registered in connection with this MBUF Pilot for using the Service and that the information you supply to GeoToll is true, accurate and complete.

GeoToll reserves the right to make changes and to update the Software and offerings to the Service at any time and without prior notice. GeoToll will make an effort to inform users of changes and updates to the Service via text message, emails and/



— THE EASTERN  
TRANSPORTATION  
COALITION

MBUF WORK

In  
Partnership  
with:



# PARTICIPANT AGREEMENT

or messages on the Smart Mobile App. In order to access the Service, you will need to use your mobile device's mobile data network. It is your responsibility to obtain and maintain the data network access necessary to use the Service. You may be subject to your mobile network's data and messaging rates and fees to access or use the Service from a wireless enabled OBD Plug-in Device. GeoToll does not guarantee that the Service will function on any particular hardware or devices. GeoToll will provide information on which devices are compatible with the program.

## Creating an Account and Using the Service

By creating an account with GeoToll, you guarantee that you are of the legal age required to hold a valid driving license issued by a state Department of Motor Vehicles and that all the information you provide to GeoToll is complete, correct and current at all times. It is your responsibility to maintain the confidentiality of your account information and password. In accordance with the Privacy Policy, you accept that by providing your email and mobile phone number, you consent to receive information from GeoToll, its consultants, agents and/or the Agencies via e-mail or text messages. By using the Service, you agree to accept responsibility for any and all activities or actions which occur via your account and/or password.

## Unauthorized Use, Lost, Stolen or New Mobile Phone or OBD Plug-in Device

You have a duty to notify GeoToll immediately upon becoming aware of any breach of security or unauthorized use of your account. You must also notify GeoToll if you lose the mobile phone or the OBD Plug-in Device that is registered with the Service (please provide us with such information and documentation as we may request including without limitation, police reports and affidavits), or if a vehicle registered to a GeoToll account is sold or stolen so that your mobile phone and/or vehicle can be deactivated from the Service. Until GeoToll receives such notice, you will be liable for any incurred charges to your account. Your failure to inform GeoToll will result in a breach of this Agreement and may result in your account cancellation.

GeoToll has the right to interrupt all services under the Pilot or to restrict services to a mobile phone or OBD Plug-in Device, without prior notice to you, if you use the OBD Plug-in Device in a fraudulent or unlawful manner.

## Absent, Defective or Malfunctioning Mobile Phone or OBD Plug-in Device

As a user of an OBD Plug-in Device, you are expected to plug in a fully functional device in the proper location to accurately record all miles during the Pilot. As a user of the Smart Mobile App, you agree to carry your mobile phone and position the same in the front passenger area of the vehicle, in the skyline of site, and to keep the mobile phone turned on during all road travel. Not properly positioning the mobile device with the Service activated may result in the Service being denied, resulting in a portion of your total miles allocated based on default estimates and higher fees. You are responsible for all miles traveled. When using a travel road registered by the Service, you accept that GeoToll will assume the miles traveled based on your travel pattern(s) and calculate the MBUF charge accordingly, up to and including the maximum amount for the states traveled.

As a user of a OBD Plug-in Device, by using the device you agree, you agree that: (1) you are the legal , authorized owner or operator, or lessee of the vehicle and have the right to enroll the vehicle in the Pilot; (2) you will be responsible for the installation and maintenance of the OBD Plug-in Device until it is returned to us; (3) you agree to inform anyone you permit to drive the vehicle about the proper use on this installed OBD Plug-in Device and that GeoToll or other authorized parties will have access to the location and miles of their trips; (4) you agree to ensure that the OBD Plug-in Device is not used for



# PARTICIPANT AGREEMENT

fraudulent or abusive purposes or in any way that risks damage to us or our business or reputation; and (5) when you terminate the Pilot, you agree to send the OBD Plug-in Device back to us according to the return instructions provided by GeoToll. If you have any questions about how to returned the OBD Plug-in Device, please contact us via the Support Page at [etc.nj.geotoll.com/home/signin](http://etc.nj.geotoll.com/home/signin) or via email at [support@geotoll.com](mailto:support@geotoll.com).

## | Privacy; General Terms of Use

You acknowledge and agree that by participating in the Pilot your name and the shipping address you provide may be shared with third parties directly involved with the Pilot for the sole purpose of carrying out the Study and in compliance with our privacy policy. These third parties include, but are not limited to, the Sponsor and its affiliates, our OBD Plug-in Device supplier, and our shipping and logistics contractor.

For more information regarding how we manage and protect your personal information collected as part of the Pilot, please see our privacy policy available at <https://www.geotoll.com/privacy-policy/> which is incorporated by reference into these Terms.

## | GeoToll Mileage Reporting Options (MRO) Data Collection

There are 4 types of MROs used in the Pilot to allow participants to choose one that best fits their preferences and needs. Each option varies in the method and data collected as outlined below:

### MROs with GPS Capabilities:

- **Smart Mobile App:** This option allows participants to use the MBUF NJ Pilot smartphone app to track their mileage during the Pilot. To set up this MRO, participants will be asked to download the easy-to-use MBUF NJ Pilot app on the Apple Store or Google Play. After a quick initial setup, the application will manage all anonymized trip (location) data on the device.
  - **Activation:** MBUF NJ Pilot app.
  - **Requirements:** 2015 vehicle or newer, a smartphone, and vehicle Bluetooth connectivity.
  - **Advantages:** The app handles the vehicle's trip data, and there is no need for additional hardware. The data collected on the app is anonymized, and personal data does not leave your phone.
- **In-Vehicle Telematics:** Participants that select this option will record mileage through their In-Vehicle Telematics account. This option is available for newer vehicles that have a connected vehicle account through the auto manufacturer. If you don't currently have an account on your vehicle, you may be able to contact the brand and activate their service.
  - **Activation:** Telematics data subscription required.
  - **Requirements:** Vehicle telematics compatibility.
  - **Advantages:** Automatic reporting, with no extra steps after activation. Data is completely anonymized and protected.
- **OBD Plug-In Device:** This option will allow participants to track their mileage by plugging a small device into their vehicle's On-Board Diagnostic (OBD-II) port and leaving it throughout the Pilot. If this option is selected, a physical device will be mailed to the participant soon after enrollment is completed with instructions on how to install the device. The OBD Plug-in Device will automatically upload trip data to a participant's Pilot account online.



# PARTICIPANT AGREEMENT

- **Activation:** Physical OBD Plug-in Device will be shipped directly to participant.
- **Requirements:** OBD-II port in vehicle.
- **Advantages:** Automatic reporting, with no extra steps after installation. Data is completely anonymized and protected.

## MRO without GPS Capabilities

- **Odometer Capture on App:** This option allows participants to use the MBUF NJ Pilot smartphone app to upload photos of their odometer reading every month to track their mileage during the Pilot. To set up this MRO, participants will be asked to download the easy-to-use MBUF NJ Pilot app on the Apple Store or Google Play, then capture a photo of their odometer while the app is connected to the vehicle via Bluetooth.
  - **Activation:** MBUF NJ Pilot app.
  - **Requirements:** Smartphone.
  - **Advantages:** Report your vehicle miles based on the odometer periodically without recording specific trips. No user location data recorded.

All data that we received from the different MROs is retained for up to 30 days after the conclusion of the Pilot, including the Sponsor and its affiliates, and our third-party suppliers, in accordance with the terms of this paragraph. Any non-personal data may be retained indefinitely in an anonymized and aggregated form for research purposes by us, the Sponsor, or third parties directly involved with the Pilot for the purpose of training and/or modifying each parties' system.

By providing us with your address you agree to receive information related to the Pilot and the Services provided by us, our consultants, agents, or other third-party operators via e-mail only.

Upon acceptance of these Terms and your acceptance as a participant in the Pilot, you will be provided with one of these mileage options.

The Smart Mobile App and the OBD Plug-in Device are the property of GeoToll and are provided to you for use in the vehicle that is enrolled in the Pilot. GeoToll retains all rights, title, and interest in the Software, the Service, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, including all copyrights, patents, trade secrets, trade dress, product configuration and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to GeoToll and its licensors, and you shall have no rights whatsoever in any of the foregoing. You acknowledge that the Software and the Service constitutes a valuable trade secret and/or is confidential information of GeoToll and its licensors. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Software or the Service, in whole or in part. The Software and the Service, and its original content, features and functionality are and will remain the exclusive property of GeoToll and its licensors. The Software and the Service are protected by patent, copyright, trademark, and other laws of the United States and foreign countries. GeoToll trademarks may not be used in connection with any other product or service without the written consent of GeoToll. You understand and acknowledge that unauthorized disclosure, use or copying of the proprietary products and services provided pursuant to this Agreement may cause GeoToll and its licensors irreparable damage, which may not be remedy by law, and you agree that GeoToll and its licensors' remedies for breach of this Agreement may be in equity by way of injunctive or other equitable relief.

— THE EASTERN —  
TRANSPORTATION  
COALITION

MBUF WORK

In  
Partnership  
with:



# PARTICIPANT AGREEMENT

You agree not to tamper (alter, modify, change, reverse engineer, copy or duplicate) with the software, firmware, or OBD Plug-in Device. If tampering is detected, the Smart Mobile App and the OBD Plug-in Device will be deactivated, and you will be directed to return the OBD Plug-in Device to us immediately. You will then be removed from the Pilot and may be subject to legal action.

YOU AGREE TO NOT INSTALL, ADJUST, MOVE, UNINSTALL OR ATTEMPT TO MODIFY THE OBD PLUG-IN DEVICE.

Under no circumstance may a Smart Mobile App or the OBD Plug-in Device be used on a non-registered vehicle as an authorized vehicle under your account. The vehicle with its unique VIN and BTUID must be associated with your account information and a vehicle may not be actively listed on more than one account. If your device with the Smart Mobile App is in low battery mode or is out of a charge, you agree to provide an odometer capture image to accurately record any missed miles driven.

## Your Charges During the Pilot:

The acceptance to participate in the Pilot authorizes the the sponsor to simulate a per-mile charge for the participant. No actual amount of monetary value will be exchanged. We will use your account to generate simulated Mileage-Based User Fees for vehicles miles travelled.

Questions regarding your account or simulated transactions charged should be directed to [support@geotoll.com](mailto:support@geotoll.com).

## Unenrollment

If you decide to unenroll from the Pilot, you must do so at the GeoToll Customer Portal and follow the instructions to uninstall the Smart Mobile App or return the OBD Plug-in Device immediately. We will assist you in returning the OBD Plug-in Device. If you have any questions, please review the Pilot Support Page found at [tetc.nj.geotoll.com/home/signin](http://tetc.nj.geotoll.com/home/signin).

## Pilot Completion

At the completion of the Pilot, you must uninstall the Smart Mobile App or return the OBD Plug-in Device. If you selected a OBD Plug-in Device you will receive a prepaid label to return the device. GeoToll will provide all Pilot closeout instructions on the Pilot Support Page, see above.

## Term; Termination; Suspension of Service

The term of this Agreement begins once you accept the Terms and Conditions and create a GeoToll Service account and continues through any subsequent use of the Service thereafter. Any unauthorized use of the Service shall be deemed a material breach of this Agreement. GeoToll may terminate or suspend your account and block access to the Service immediately, without prior notice or liability, under GeoToll's sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of this Agreement. If you wish to terminate your own account, you may discontinue using the Service. All provisions of the Terms which by their nature should survive termination shall survive termination, including but not limited to ownership provisions, warranty disclaimers, indemnity, and limitations of liability.



# PARTICIPANT AGREEMENT

## Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor have you provided any false information to gain access to the Service. 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 to these Terms, in which case “you” or “your” shall refer to such entity. If you do not have such authority, you must immediately stop using the Service.

## Indemnification

You agree to defend, indemnify and hold GeoToll harmless and its licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, judgments, charges and expenses, including but not limited to court costs or attorneys’ fees, arising out of or related to any act or omission by you with respect to a) your use or access of the Service, by you or by any person using your account and password, or b) your breach or violations of this Agreement. You further agree to hold harmless all Toll Agencies, their employees, contractors, agents. Officers and directors that have contracted with GeoToll for all claims or losses sustained in relation to GeoToll’s performance under this Agreement. These Terms shall not create or otherwise imply a duty on the part of GeoToll to indemnify you under any circumstance.

## Limitation of Liability

IN NO EVENT WHATSOEVER SHALL GEOTOLL, NOR ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, SHAREHOLDERS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, LOST TIME, GOOD WILL, OR OTHER INTANGIBLE LOSSES, EVEN IF GEOTOLL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; C) ANY CONTENT OBTAINED FROM THE SERVICE; AND D) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. GEOTOLL SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES.

Drivers are solely responsible for the positioning of their mobile device in their vehicle, GeoToll cannot be held responsible for any distractions or impairment of vision due to the location of the mobile device.

## Disclaimer

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED “AS-IS” AND “WITH ALL FAULTS”, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTOLL, INCLUDING ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE “GEOTOLL PARTY(IES)”) DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT

— THE EASTERN  
TRANSPORTATION  
COALITION

MBUF WORK

In  
Partnership  
with:



# PARTICIPANT AGREEMENT

AND ACCURACY AND NON-INTERFERENCE. NEITHER GEOTOLL NOR ANY GEOTOLL PARTY WARRANTS THAT (A) THE SERVICE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY ERRORS IN THE SERVICE WILL BE CORRECTED. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF GEOTOLL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. GEOTOLL AND THE GEOTOLL PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, USEFULNESS, OR EFFECTIVENESS OF THE SERVICE. USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND NEITHER GEOTOLL NOR ANY OF THE GEOTOLL PARTIES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFOR.

Some states and/or jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the exclusions or limitations set forth above may not apply to you.

## Arbitration

GeoToll and you agree to arbitrate all disputes and claims between us, except for claims seeking injunctive relief in connection with the intellectual property of GeoToll, in accordance with the commercial arbitration rules in effect at the time the proceedings begin of the American Arbitration Association. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement. You agree that, by entering into this Agreement, you and GeoToll are each waiving the right to a trial by jury or to participate in a class action. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in Broward County, Florida.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

## Modifications to the Service

GeoToll may, either partially or in its entirety, and without being obligated to provide prior notice, modify, adapt, or change the Software, the Service's features, user interfaces and design, the extent and availability of the contents in the Service, and any other aspect related to the Service. You shall have no claim, complaint or demand against GeoToll for applying such changes or for failures incidental to such changes.





# PARTICIPANT AGREEMENT

## Modifications to the Terms

GeoToll reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service and/or its Website. If a revision is material, then GeoToll will provide at least 30 days' notice prior to any new terms taking effect. It is at GeoToll's sole discretion to determine what constitutes a material change. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes and you thus agree to be bound by the revised terms. If you do not agree to the new terms, then you are no longer authorized to use the Service.

## Assignment

This Agreement may not be assigned by you without the prior written approval of GeoToll but may be assigned without your consent by GeoToll to a parent or subsidiary, an acquirer of assets, or a successor by merger. Any purported assignment in violation of this section shall be void.

## Governing Law

This agreement shall be governed and construed in accordance with the laws of the state of Florida, without regard to the choice or conflicts of law provisions of any jurisdiction.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect. The failure of GeoToll to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by GeoToll in writing.

These Terms constitute the entire agreement between you and GeoToll regarding the Service, and supersede and replace all prior or contemporaneous negotiations, discussions, or agreements between you and GeoToll.

## Force Majeure

Except for payment obligations, no party or its affiliates is liable for inadequate performance to the extent caused by a condition that was beyond its reasonable control.

## Questions and Additional Information

If you have any questions regarding this Agreement or would like to obtain additional information, please send an e-mail to [dpo@geotoll.com](mailto:dpo@geotoll.com) or call GeoToll Customer Service at 844-391-8655. To obtain information regarding the use of your personal data, please send an e-mail to [dpo@geotoll.com](mailto:dpo@geotoll.com).



# PARTICIPANT AGREEMENT

## EXHIBIT B – GeoToll Privacy Policy

Thank you for reading GeoToll’s Privacy Policy. Your privacy is of the utmost importance to us. This policy describes the information that we collect, how it is used and shared, and the choices you have regarding your information. This policy applies to users of GeoToll’s services anywhere in the world, including users of GeoToll’s Smart Mobile App (“app”) and website. All persons who are subject to this policy are referred to as “users” for the purposes of this policy.

The privacy practices described in this policy are subject to the applicable laws in the locations where GeoToll operates. Thus, GeoToll only engages in the practices described in this policy in a particular country or region, if permitted under the laws of those places.

GeoToll provides services to users in the United States. Personal information is processed inside the United States. The data controller for the information you provide or that is collected by GeoToll or its affiliates is:

**GeoToll Inc.**  
**7284 W. Palmetto Park Road, Suite 101**  
**Boca Raton, FL 33433**

Any questions, comments or complaints about GeoToll’s data practices can be submitted to GeoToll’s data protection officer at [dpo@geotoll.com](mailto:dpo@geotoll.com) or at 844-391-8655.

### Definitions

#### The following definitions apply:

**Personally Identifiable Information (PII):** PII identifies or describes a person or can be directly linked to a specific individual. Examples of PII include but are not limited to: a person’s name, mailing address, email address, telephone number, toll tag number, license plate number, photograph of vehicle, and Travel Pattern Data.

**Aggregate Data or Aggregate Information:** Aggregate Data or Aggregate Information is statistical information that is derived from collective data that relates to a group or category of persons from which PII has been removed. Aggregate Data reflects the characteristics of a large group of anonymous people.

**Anonymous Data or Anonymous Information:** Anonymous Data or Anonymous Information is disaggregated data from which all PII has been removed, that does not identify or describe a person and that cannot be directly linked to a specific individual.

### The Information GeoToll Collects

GeoToll collects information you provide when you sign up and create or update your user profile. This includes, but is not limited to, your name, email, phone number, vehicle information including: license plate number, rental car information, and other basic information. This also includes the preferences and settings that you enable for your GeoToll account. We may collect information that you submit when you contact GeoToll customer support or otherwise contact GeoToll.



# PARTICIPANT AGREEMENT

GeoToll collects information that is created when you use our services. We may collect your precise or approximate location information as determined through data such as GPS, IP address, RFID, Bluetooth and WiFi. GeoToll collects location information when the app is running in the foreground of your mobile device. GeoToll will also collect this information when the app is running in the background of your mobile device.

GeoToll collects transaction details related to your use of our services, including, but not limited to, tolling transactions, date and time the service was used, amount charged, location(s) of tolls collected, trip calculator routes, distance traveled, and payment method.

GeoToll collects information about how you interact with our service. This includes information such as access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and third-party sites or service you were using prior to interacting with our services. In some cases, we collect this information through cookies and similar technologies that create and maintain unique identifiers.

GeoToll may collect information about the devices you use to access our service, including, but not limited to, the hardware models, device IP address, operating systems and versions, software, file names and versions, preferred languages, unique device identifiers, advertising identifiers, serial numbers, device motion information and mobile network information.

## How GeoToll Uses Your Information

GeoToll uses the information that is collected to provide, maintain and improve our service. This includes using the information to create and update your account, verify your identity, and to perform internal operations that are necessary to provide our service, including to troubleshoot software issues and operational problems, to conduct data analysis, testing and research, and to monitor and analyze usage and activity trends.

GeoToll may use your data to attempt to prevent, detect, and combat fraud or unsafe activities. In some cases, such incidents may lead to deactivation of your access to the service. GeoToll may also use information we collect to assist you when you contact our customer support services (including recordings of customer support calls after notice has been given to you and with your consent).

GeoToll may use the information we collect to communicate with you about products, services, promotions, studies, surveys, news, updates and events. GeoToll may also use the information to promote and process contests and sweepstakes, and to provide you with relevant advertisements and content about our service and those of our business partners. You may receive some of these communications based on your profile as a user of GeoToll's service.

GeoToll may use the information that we collect to investigate or address any claims or disputes that may arise relating to your use of the service, or as allowed by applicable law, or as requested by government entities and official inquiries.

## GeoToll Information Sharing and Disclosure

GeoToll may share the information that we collect with participating agencies and GeoToll business partners. If you communicate with GeoToll through a public forum such as blogs, social media or other certain public features provided within the service, your communications may be viewable by the public. GeoToll may also share information with our subsidiaries and affiliates to help us provide our service or conduct data processing on our behalf. GeoToll may provide information to its vendors, consultants, marketing partners, research firms, and other service providers or business partners. Service providers

— THE EASTERN  
TRANSPORTATION  
COALITION

MBUF WORK

In  
Partnership  
with:



# PARTICIPANT AGREEMENT

or business partners that GeoToll may share information with may include payment processors and facilitators, cloud storage providers, marketing providers, data analytics providers, research partners, vendors that assist GeoToll to enhance the security of its app, consultants, lawyers, accountants and other professional service providers, insurance and financing partners.

GeoToll may share your information if we believe it is required by applicable law, regulation, operating agreement, legal process or governmental request, or where the disclosure is appropriate due to safety or similar concerns. This may include sharing your information with law enforcement officials, government authorities, or other third parties as necessary to enforce our Terms of Service, user agreements, or other policies, to protect GeoToll's rights or property, or the rights, safety or property of others, or in the event of a claim or dispute relating to your use of our service. GeoToll may also share your information other than as described in this policy if we notify you and you consent to the sharing.

GeoToll may combine the PII provided by customers in a non-identifiable format with other information to create Aggregate Data that may be disclosed to third parties.

## GeoToll Information Retention and Deletion

GeoToll retains user PII for as long as you maintain your GeoToll account. GeoToll shall store PII to perform essential functions including operation planning and improvements as well as customer service. Once such information is no longer necessary to provide GeoToll's service or for other operational purposes, then GeoToll will take steps to prevent access to or use of such information for any purpose other than compliance with these requirements or for purposes of safety, security and fraud prevention and detection. GeoToll will discard customer PII that is unnecessary for account maintenance no more than 90 after the date the PII is collected.

You may request deletion of your GeoToll account at any time by contacting GeoToll customer service at [844-391-8655](tel:844-391-8655) and requesting to have your account deleted. After such request, GeoToll will delete the information that it is not required to retain. In certain circumstances, GeoToll may be unable to delete your account, such as if there is an outstanding credit on your account or an unresolved claim or dispute. Once the issue preventing deletion is resolved, GeoToll will delete your account as described above. GeoToll may also retain certain information if necessary for legitimate business interests, such as fraud prevention.

## User Choice

Upon establishing a GeoToll account and accepting GeoToll's Terms and Conditions and Privacy Policy, you will be automatically Opted In to GeoToll's information sharing as described above in this Privacy Policy and in the Terms and Conditions. You may Opt Out of GeoToll's information sharing at any time by contacting GeoToll Customer Service at [844-391-8655](tel:844-391-8655). Please note that if you choose to Opt Out of GeoToll's information sharing, you will not be included in GeoToll's promotional and rewards programs. Furthermore, if you Opt Out, we may still send you non-promotional messages such as information regarding your account. Information sharing with required entities for the Service to function, such as Tolling Agencies, or law enforcement, will still occur as in accordance with the Terms and Conditions.



# PARTICIPANT AGREEMENT

## Device Permissions

Most mobile platforms have defined certain types of device data that apps cannot access without your consent. These platforms have different permission systems for obtaining your consent. The iOS platform will alert you the first time the GeoToll app wants permission to access certain types of data and will let you consent (or not consent) to that request. Android devices will notify you of the permissions that the GeoToll app seeks before you first use the app, and your use of the app constitutes your consent.

## Explanations, Copies and Corrections

You may request that GeoToll provide you with a detailed explanation regarding the information GeoToll has collected about you and how GeoToll uses that information. You may receive a copy of the information GeoToll has collected about you and request correction of any inaccurate information that GeoToll may have about you. You may make these requests by contacting GeoToll's Customer Service at [844-391-8655](tel:844-391-8655) or by sending a request for this information to [dpo@geotoll.com](mailto:dpo@geotoll.com). You may also edit your personal information including your name, phone number, email, and address associated with your account through the User Info Settings of the app.

## Information For California Residents

The California Consumer Privacy Act ("CCPA") is a privacy law that grants rights to California residents with respect to their personal information. This law became effective on January 1, 2020.

### a. How we Collect, Use, and Disclose your Personal Information.

The Information GeoToll Collects section describes the personal information GeoToll collects. This information is collected for the purposes described in the How GeoToll Uses Your Information section. GeoToll shares this information as described in the GeoToll Information Sharing and Disclosure section.

### b. CCPA Rights for California Consumers.

- **The right to know.** You may request, up to twice in a 12-month period, the following information about the personal information GeoToll has collected about you during past 12 months:
  - The categories and specific pieces of personal information GeoToll has collected about you;
  - The categories of sources from which the personal information is collected;
  - The business or commercial purpose for collecting or selling the personal information;
  - The categories of third parties with whom GeoToll shares the personal information;
  - The categories of personal information that GeoToll sold about you, and the categories of third parties to whom the personal information was sold, by category or categories of personal information for each category of third parties to whom the personal information was sold;
  - The categories of personal information about you that GeoToll disclosed for a business purpose, and the categories of third parties to whom GeoToll disclosed that information for a business purpose. You may submit an access request [here](#).
- **The right to delete.** You may request that GeoToll delete the personal information we have collected from you, subject to certain limitations under applicable law. GeoToll may retain personal information to maintain service to your account, to



# PARTICIPANT AGREEMENT

comply with applicable laws and regulations and other permissible purposes. This means that we may not be able to delete all your personal information. You may be excluded from GeoToll's promotional and rewards programs if you request the deletion of your personal information. You may submit a deletion request here.

- **The right to opt-out from a sale.** You may request to opt-out of any "sale" of your personal information that may take place. Under the CCPA, some sharing of personal information necessary to provide you with personalized ads may be considered a "sale." When you opt-out, GeoToll will stop sharing your personal information with some of its advertising partners. You may no longer receive personalized offers from GeoToll and you will also be excluded from GeoToll's promotional and rewards programs as a result. You may request to opt-out by visiting our "Do Not Sell My Personal Information" page.
- **Non-discrimination.** The CCPA provides that you may not be discriminated against for exercising these rights.

To submit a request to exercise any of the rights described above, you may contact GeoToll at [dpo@geotoll.com](mailto:dpo@geotoll.com) or at [844-391-8655](tel:844-391-8655). We will need to verify your identity before responding to your request, such as verifying that the email address from which you send the request matches you email on file. Authentication based on a government-issued and valid identification document may be required.

## Information for Users from the European Union

Starting on May 25, 2018, the processing of personal data of users in the European Union or from the European Union ("EU") is subject to the EU General Data Protection Regulation ("GDPR"). This section provides information as it relates to the rights of users from the EU, and GeoToll's responsibilities, under this regulation.

If you are a GeoToll user from the EU, you have the following rights with respect to GeoToll's handling of your personal information. To exercise these rights, please see below or submit your request to GeoToll's Customer Service at [844-391-8655](tel:844-391-8655), or via email to [dpo@geotoll.com](mailto:dpo@geotoll.com).

## Explanation and copies of your data

You have the right to request an explanation of the information that GeoToll has about you and how GeoToll uses that information.

You have the right to receive a copy of the information that GeoToll collects about you if it's collected on the basis of consent or because GeoToll requires the information to provide the service that you request.

### Correction

You have the right to request correction of your information if GeoToll has information about you that you believe is inaccurate.

### Deletion

Users may request deletion of their account at any time via GeoToll's customer service at 844-391-8655. GeoToll may retain certain information about you as required by law and for legitimate business purposes permitted by law.

### Objections and Complaints

Users from the EU have the right to object to GeoToll's processing of personal data including for marketing purposes based on profiling and/or automated decision making. GeoToll may continue to process your information despite the objection to the





# PARTICIPANT AGREEMENT

extent permitted under the GDPR. Users from the EU also have the right to file a complaint relating to GeoToll's handling of your personal information with a supervisory authority in the Member State of his or her habitual residence, place of work or place of the alleged infringement if the user considers that the processing of personal data relating to him or her infringes the GDPR. You may also submit questions, comments or complaints to GeoToll's Data Protection Officer via email at [dpo@geotoll.com](mailto:dpo@geotoll.com).

## Grounds for Processing

The GDPR requires that companies processing the personal data of users from the EU do so on the basis of specific legal grounds. GeoToll processes the information of EU users based on one or more of the grounds specified under the GDPR:

The processing is necessary to provide the service and features you request. GeoToll must collect and use certain information in order to provide its service. This includes user profile information that is necessary to verify your identity, enable communications with you, and to enable you to make payments or to receive rewards. User location information is necessary to track users when they pass through tolling gantries and to make suggestions regarding travel routes. Transaction information is necessary to generate and maintain in connection with your use of GeoToll's service. Your usage information is necessary to maintain, optimize and enhance GeoToll's services, including to determine incentives and to calculate costs of your trips. The collection and use of this information is a requirement for using GeoToll's Smart Mobile App.

The processing is necessary to protect the vital interests of GeoToll's users or of others. GeoToll may process personal information, including disclosing data with law enforcement officials in case of threats to safety of users or of others, or in case of misuse of the app.

The processing is necessary for GeoToll's legitimate interests. GeoToll collects and uses personal information to the extent necessary for its legitimate interests. This includes collecting and using information to prevent, detect and combat fraud in connection with use of our service. For example, GeoToll may use user profile, location, device and usage information to identify and prevent circumstances when users attempt to defraud GeoToll or tolling agencies. GeoToll may inform law enforcement officials regarding criminal acts or threats to public safety. GeoToll processes personal information to provide customer support, to optimize our service and to develop new services, for research and analytical purposes which includes analyzing data to identify trends and to tailor marketing messages to users, and to enforce GeoToll's Terms and Conditions.

The processing is necessary for the legitimate interests of other persons or parties. GeoToll collects and uses personal information to the extent necessary for the interests of other persons or the general public. This may include sharing information in connection with legal or insurance claims, or to protect the rights and safety of others. GeoToll may also process personal information when necessary in regard to a substantial public interest, on the basis of applicable laws.

The processing is necessary to fulfill GeoToll's legal obligations. GeoToll is subject to legal requirements in the jurisdictions in which it operates that may require GeoToll to collect, process, disclose and retain your personal data. GeoToll may use your information to comply with such laws to the extent they apply to your use of the GeoToll Smart Mobile App. GeoToll may also share information with law enforcement, or requests by third parties pursuant to legal processes.

GeoToll may collect and use your information on the basis of your Consent. You may revoke your consent at any time. If you revoke your consent, you will not be able to use the GeoToll Smart Mobile App service or features that require collection or use of the information we collect and use on the basis of consent. GeoToll relies on consent in connection with data collections or uses that are necessary to enhance the user experience, to enable optional services or features, or to communicate with you.

— THE EASTERN  
TRANSPORTATION  
COALITION

MBUF WORK

In  
Partnership  
with:



# PARTICIPANT AGREEMENT

If you are a user from the EU, the following types of data collections or uses are done on the basis of your consent: location information, notifications regarding account, trips, payments, rewards, advertisements, news. Please see the User Choice section above for further information about these data collections and how to opt in or opt out of them, and the effect of opting out. GeoToll may also collect personal information about you through voluntary surveys. Your responses to such surveys are collected on the basis of consent and will be deleted once they are no longer necessary for the purposes collected.

## Updates To This Policy

GeoToll may occasionally update this Privacy Policy. If we make material changes, we will notify you of the changes through the GeoToll Smart Mobile App or through other means, such as email. It is GeoToll's sole discretion to determine what a material change is. To the extent permitted by applicable law, by using our service after such notice, you consent to GeoToll's updates to this policy. GeoToll encourages you to periodically review this policy for the latest information on our privacy practices. We will also make prior versions of our privacy policies available for review.