

SambaSafety Terms and Conditions

SambaSafety Terms of Service

THIS DRIVER RECORD MONITORING SERVICE ADDENDUM IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND SAMBASAFETY AND GOVERNS YOUR ACCESS TO ANY SERVICES PROVIDED TO YOU BY SAMBASAFETY OR ITS AFFILIATES. PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING UP FOR OR USING THE SERVICES. THESE SERVICES CONSTITUTE "THIRD PARTY SERVICES", AS SUCH TERM IS DEFINED IN THE FLEET MANAGEMENT SUBSCRIPTION SERVICES AGREEMENT.

This Driver Record Monitoring Service Addendum ("Addendum") is entered into by you as of the earlier of the date you accept this Addendum or otherwise use the services referenced and provided for herein (the "Effective Date") and is between SambaSafety ("Service Provider") and you ("Client").

1. Description of Services. Service Provider will provide a driver record monitoring program as outlined in Schedule A and the Scope of Services, in accordance with applicable laws and regulations (the "Services"). The parties understand that Service Provider will not make any decisions regarding Client's employment, termination, retention, or discipline of any employee, former employee, or applicant for employment, and that Client shall have sole responsibility for all such decisions. Each party agrees that it will comply with all federal, state and local laws, rules, regulations, ordinances and requirements applicable to its operations, including but not limited to Department of Transportation (DOT) drug and alcohol testing regulations and as applicable, the Fair Credit Reporting Act 15 USC 1681 et seq. ("FCRA"), the Driver's Privacy Protection Act ("DPPA"), and any rules or regulations promulgated thereunder from time to time, as well as any other laws regarding access to, use or disclosure of MVR Data or any similar data, any applicable privacy, data collection, consumer protection laws.

2. Term and Minimum. This Addendum shall be effective as of the Effective Date and shall continue in full force and effect for 24 months thereafter (the "Initial Term"). Upon expiration of the Initial Term (or any Extension Term), this Addendum shall be automatically renewed for automatic and successive one-year terms (each, an "Extension Term") unless either party notifies the other not fewer than 90 days prior to the expiration of the then-current term. Together, the Initial Term and any Extension Term(s) shall be the "Term". For the duration of the Term, Client shall at no time enroll fewer than the minimum number of drivers as set forth above the signature block.

3. Motor Vehicle Record Compliance. To the extent Client orders motor vehicle reports ("MVRs"), the following shall apply:

a. Client may also order MVRs from Service Provider for "employment purposes", as that term is defined under the FCRA including but not limited to: evaluating the subject of the MVR ("Consumer") for employment, promotion, reassignment, or retention as an employee or as an independent contractor ("Employment Purposes"). Client certifies that Client will order and use MVRs for Employment Purposes only and for no other purpose. An MVR consists of data regarding driver, vehicle, title and registration histories, and any personal information contained in those histories.

b. Client understands and agrees to provide a written disclosure to the employee or prospective employee in a document consisting solely of the disclosure that an MVR may be obtained for employment purposes.

c. Client shall obtain the express written consent from the employee or prospective employee prior to ordering an MVR which explicitly authorizes the retrieval and use by Client, its agents or contractors of any MVR Data regarding the particular employee or prospective employee in question.

d. Client shall comply with the Fair Credit Reporting Act ("FCRA") pre-adverse and adverse action procedures.

e. Client shall use the MVR solely for the purposes of obtaining and verifying the accuracy of information supplied by an individual during the course of employment or during the hiring process and not use MVR data in violation of any equal opportunity laws or any other laws.

f. All employees, officers, and temporary employees of Client that receives and has access to MVRs from Service Provider shall be bound by similar confidentiality obligations to those contained in the MSA. Upon the occurrence of a Client Security Event (as defined below), Client shall, in compliance with law, notify the individuals whose information was potentially accessed that a Client Security Event has occurred, and any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required.

Unless required by applicable law, such notification shall not reference Service Provider or Service Provider's product, nor shall Service Provider be otherwise referenced in connection with the Client Security Event, without Service Provider's express written consent. Client shall be solely responsible for all costs associated with any other legal or regulatory obligations which may arise under applicable law in connection with a Client Security Event, including but not limited to, costs for credit monitoring. Client shall indemnify Service Provider for a Client Security Event. A Client Security Event shall be defined as the unauthorized acquisition or access to personally identifiable information made available through the provision of the services while in the possession or under the control of Client, including but not limited to, that which is due to use by an unauthorized person or due to an unauthorized use.

g. Client shall be responsible for understanding, completing and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs and shall use MVRs only for purposes permitted by the DPPA and any equivalent state laws, including but not limited to, Act 465 of the 1977 Acts of Arkansas.

h. Client shall not retain or store any Service Provider provided MVR, or portions of information contained therein, in any database or combine such information with data in any other database, provided that, Client may keep a copy of a Consumer's MVR in the Consumer's personnel/volunteer file.

i. Client agrees it is the end-user of all MVRs, and will not resell, sub-license, deliver, display, or otherwise distribute any MVR, or any information in an MVR, to any third party, except to the Consumer or as otherwise required under law. Client shall not, nor allow or authorize any third party to remove or destroy any proprietary markings, confidential legends, or any trademarks or trade names placed upon or contained within the Services.

j. Service Provider may modify the scope of Services at any time upon reasonable notice to Client, unless prior notice cannot be provided due to Service Provider's obligations to comply with applicable laws and/or data provider requirements. Client agrees to comply with all such changes, including any additional fees.

k. Client shall notify Service Provider in writing within ten (10) days of any changes to Client's name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger or change in ownership of fifty percent (50%) or more of the stock or assets of Client, change in nature of Client's business. Client understands that certain changes may require additional Client credentialing.

l. Client shall train employees on Client's obligations under this Addendum prior to use of Services and conduct a review of such obligations with employees who have access to Services no less than annually. Client shall keep records of such training.

m. In order to comply with applicable laws or contractual obligations with its data providers, and its internal policies, Service Provider, or its designee, may conduct periodic reviews of Client's use of the Services through written requests for information and may, upon reasonable notice and during Client's regular business hours, no more than once annually unless required by Service Provider's regulators or data providers, audit Client's records, processes and procedures related to Client's use, storage and disposal of those Services and information received therefrom, including performing site visits at Client's premises. Client agrees to cooperate fully with all audits and to respond to any audit inquiry within ten (10) business days unless an expedited response is required.

4. Fees. Client shall pay Service Provider for all Services as outlined in the Schedule A (Attachment A). Some states charge enrollment fees when adding drivers to the state monitoring programs. These fees vary in price and are passed to the Client as-is with no additional service fees.