

# **DRIVER PRIVACY STATEMENT**

Updated 06/21/2015

## **Collection and Use of Driver Information.**

Fasten Inc. ("Fasten") and its Affiliates may collect personal data from Driver during the course of Driver's sign-up for, and use of, the Fasten Service, including location data, which information may be stored, processed, and accessed by Fasten and its Affiliates for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Fasten's and its Affiliates' legitimate business needs. Driver expressly consents to such collection and use of personal data.

## **Disclosure of Driver Information to Third Parties.**

Subject to all applicable laws, Fasten may provide to a third party any information (including personal data) about Driver or any transportation services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between Driver on the one hand and a User on the other hand; (b) it is necessary to enforce the terms of the Driver Terms and Conditions; (c) it is required, in Fasten's or any Affiliate's sole discretion, by applicable law (e.g., Fasten receives a subpoena or warrant for information); or (d) it is necessary, in Fasten's or any Affiliate's sole discretion, to protect the safety, rights, property or security of Fasten, the Fasten Service, or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity Fasten or any of its Affiliates, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical, or legally actionable.

## **Location-Based Services Consent.**

Driver expressly consents to Fasten's use of location-based services, and Driver expressly waives and releases Fasten and its Affiliates from any and all liability, claims, causes of action or damages arising from Driver's use of the Fasten Service, or in any way relating to the use of the geo-location and other location-based services.

## **Background Check Authorization.**

Driver expressly consents and authorizes Fasten and its designated agents, representatives, or third party contractors to conduct a comprehensive review of the Driver's background causing an investigative consumer report to be generated and evaluated by Fasten for the purpose of providing Driver with access to the Fasten Service. Driver authorizes Fasten to release Driver's personal information to third party contractors conducting the background check for Fasten.

Driver understands that the scope of the investigative consumer report may include, but is not limited to the following areas: verification of social security number; credit reports, current and previous residences; employment history, education background, character references; drug testing, civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records, birth records, and any other public records. The Driver further authorizes and directs any individual, company, firm, corporation, or public agency to divulge any and all

information, verbal or written, pertaining to Driver. Driver further authorizes the complete release of any pertinent records or data, which the individual, company, firm, corporation, or public agency may have, including information or data received from other sources. The information received by Fasten as a result of the background check shall be maintained in a confidential manner.