

PRIVACY POLICY

THIS PRIVACY POLICY APPLIES TO YOUR ACCESS AND USE OF THE ITA ONLINE SERVICES, INCLUDING USE OF OUR WEBSITES, MOBILE APPLICATIONS, LOYALTY PROGRAM, STORED FUEL CARDS AND OTHER ONLINE PROGRAMS ("ITA ONLINE SERVICES"). BY DOWNLOADING OR USING ANY OF THE ITA ONLINE SERVICES, YOU ARE AGREEING THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS PRIVACY POLICY. IF YOU DISAGREE WITH ANY PART OF THIS PRIVACY POLICY, THEN PLEASE DO NOT USE ANY OF THE ITA ONLINE SERVICES.

We want you to enjoy every visit to the ITA company website. Whether you are leaving us comment, making a suggestion, or using our Mobile App, please understand that we do collect information about you and we may share that information with third parties in certain circumstances, so please read the details about how we use personal information that we collect about you when you use the ITA Online Services.

ITA controls and operates its business and the ITA Online Services from within the United States of America. Our online privacy practices are governed by the laws of the United States and the State of Illinois, which may differ from privacy laws in your state or home country. By submitting your personal information to us or our agents, through the use of the ITA Online Services, you consent to the transfer of your personal information to any country and its use and disclosure in accordance with applicable U.S. Federal and State laws and with this Privacy Policy.

We may change our Privacy Policy, so please check this page from time to time, as your continued use of the ITA Online Services, after we publish our changes, indicates your acceptance of any changed terms.

1. Kinds of Information ITA Collects. Regardless of whether you access ITA Online Services from your home computer or on your smart phone or tablet, ITA and its agents may collect some information that identifies you or relates to you as an individual ("**Personal Information**"), such as your: name; mailing address; telephone number; e-mail address; username and password (for account administration); device ID, including IP address; geolocation (if using a mobile application and you consent to providing it); financial account information and other payment information (that you submit to us for order or payment processing); and additional personal information necessary for the administration of certain promotional events.

Additionally, we may collect other types of data elements ("**Other Information**") that do not reveal your identity or that do not relate directly to you or any other individual, such as: browser and device information, including operating system; demographic information and other information provided by you that we may combine with other users of the ITA Online Services or use on its own; mobile application usage data; aggregated information such as "click stream" information such as entry and exit points for the ITA Online Services (including referring URLs or domains), certain ITA Online Services traffic statistics, page views, and impressions; and information collected through cookies, pixel tags and other technologies described in more detail later in this Privacy Policy.

In addition, when users request pages on the ITA Online Services, our servers automatically log the IP address of the particular user. The IP address is a unique number assigned to your computer in order to identify it whenever you are surfing the Web.

2. How We Use The Personal Information We Collect. We may use Personal Information about you for purposes described in this Privacy Policy or as otherwise disclosed to you through the ITA Online Services. For example, we may use Personal Information to: process and manage your purchase and use of our products and services; respond to your inquiries or requests, and to post your comments or statements on message boards or in our online forums; create and deliver personalized promotions, including by combining your Personal Information with Other Information, such as the amounts and types of purchases you make and benefits you receive; communicate with you by mail, telephone, facsimile, e-mail, mobile alerts and SMS text messaging about ITA or our sister brands, including about orders or purchases, your services, accounts, contests you entered into, your requests for information, and to update you about changes to the ITA Online Services; communicate with you, including by mail, telephone, facsimile, e-mail, mobile alerts and SMS text messaging, in connection with our marketing efforts, such as when we send you offers and promotions that you can take advantage of through the ITA Online Services. Further and for our business purposes, such as to perform data analysis, audits, fraud monitoring and prevention, to enhance, improve or modify the ITA Online Services, to identify usage trends, determine the effectiveness of our promotional campaigns and to operate and expand our business activities; and assist in the assessment of your application for various ITA services.

We may send you “transactional or relationship” communications to you, such as notices to facilitate a transaction you have conducted or messages that provide information about your existing account, using various electronic communication, including email and mobile communications. You must opt-in to receive email and mobile communications (other than “transactional or relationship” communications referenced above), including SMS text messages from ITA. Any opt-in will be subject to this Privacy Policy and we'll only email you, send you mobile alerts or SMS text messages if you opt-in to receive them from us. If, at any time, you decide you would rather not receive these types of communications from ITA, you can opt-out by clicking the unsubscribe link at the bottom of any ITA email.

3. How We May Disclose Personal Information We Collect. Your privacy is very important to us. We generally won't disclose your Personal Information to anyone outside of ITA or our sister brands, except in the following circumstances.

a. Service Providers. We may disclose your Personal Information to third-party service providers to provide us with services such as website hosting, professional services, including information technology services and related infrastructure, customer service, e-mail delivery, auditing and other similar services.

b. Affiliates. We may disclose personal Information to our affiliates (“Affiliates”) for the purposes described in this Privacy Policy, including for marketing purposes, and to be consistent with our goal of providing our consumers with the superior product and consumer experience that our customers have come to expect from us around the globe. Affiliates are those companies that are under common control of our parent companies International Trucking Association, Compass Financial Holding Group, LLC, and Compass Holding, LLC.

c. To Perform Services You Request. We may disclose your Personal Information to third parties in order to perform services you request or functions you initiate, such as when you post information and materials on message boards and forums, including on our Facebook Page. When you post information in a public forum it becomes public information. In addition, we may disclose your Personal Information in order to identify you to anyone to whom you send communications through the ITA Online Services, including through our gifting program.

d. Corporate Transactions or Events. We may disclose your information to a third party in connection with a corporate reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock, including in connection with any bankruptcy or similar proceedings.

e. Other Legal Reasons. In addition, we may use or disclose your Personal Information as we deem necessary or appropriate: (1) under applicable law, including laws outside your country of residence; (2) to respond to requests from public and government authorities including public and government authorities outside your country of residence; (3) to comply with subpoenas and other legal processes; (4) to pursue available remedies or limit damages we may sustain; (5) to protect our operations or those of any of our Affiliates; (6) to protect the rights, privacy, safety or property of ITA, our Affiliates, you and others; and (7) to enforce our terms and conditions.

4. How We May Use And Disclose Other Information We Collect. Similarly, we generally use Other Information for any purpose not prohibited by law. In particular, we may collect, compile, store, publish, promote, report, sell, or otherwise disclose or use any and all Other Information, provided that such information does not personally identify you. The Other Information that we collect generally will not personally identify you or be correlated to you individually for external purposes. Where we combine Other Information with Personal Information in a way that can identify you or be used to identify you personally, we will treat that information as Personal Information, subject to the provisions of this Privacy Policy.

5. How To Manage Your Account Information. You can visit the account section of the ITA Online Services website to manage and correct any factual inaccuracies in the information we have on file about you.

6. How We Protect Your Personal Information. ITA has implemented reasonable safeguards designed to prevent loss, misuse and unauthorized access, disclosure or modification of Personal Information provided or collected through our ITA Online Services. With respect to payment card information and other Personal Information collected through our ITA Online Services, we use Secure Socket Layer Technology or SSL to encrypt or scramble that information during transmission. Unfortunately, no system or online

transmission of data can be guaranteed to be 100% secure and you should always take appropriate security measures to protect your Personal Information, including ensuring that you have up-to-date antivirus software. If you believe that your ITA account or any information you provided to us is no longer secure, please notify us immediately through the Contact Us information provided below.

7. Our Policy on Cookies, Interest-Based Advertising and "Do Not Track". Cookies are small text files placed in your computer browser directories to store your information about your use of the ITA Online Services and your activities online (collectively, "Cookies"). A Cookie will typically contain the name of the domain (internet location) from which the Cookie has come, the "lifetime" of the Cookie (i.e. when does it expire), and a value, usually a randomly generated unique number. We use Cookies so that we can improve your online experience – for example, by remembering you when you come back to visit us, and making the content you see more relevant to you. Cookies also enable us to track online purchases made through the ITA Online Services. If you do not wish to receive Cookies or wish to manage when you accept Cookies in general, you may set your browser to reject Cookies or to alert you when a Cookie is placed on your computer. Although you are not required to accept our Cookies, if you set your browser to reject Cookies, you may not be able to use all of the features and functionality of the ITA Online Services. The Help feature on most browsers will tell you how to prevent your browser from accepting new Cookies, how to have the browser notify you when you receive a new Cookie, or how to disable Cookies altogether. If you block or otherwise reject our Cookies, you may lose some of the functionality of our site. For example, you may not be able to add items to your Shopping Cart, proceed to Checkout, or use any products and services that require you to sign in. The ITA Online Services also use Cookies and other technologies such as pixel tags, web beacons and clear GIF files (collectively, "Data Collection Technologies") to help manage our online advertising program. These Data Collection Technologies are provided by our ad management partners and other third parties.

In addition, we may use these Data Collection Technologies to track the actions of users of the ITA Online Services, to measure statistics of our marketing efforts, and to deliver advertisements on the ITA Online Services that may be more relevant to individual consumers and that will improve the consumer experience on the ITA Online Services. For example, if you give us your zip code and we thus know you live in an area where a particular in-store promotion is going on, we may deliver to you an advertisement that is specific to that promotion. If you want to "opt out" of receiving our emails, please email us at: unsubscribe@compassholding.net and insert "Opt-Out" in the subject line. Please permit us thirty (30) days to remove your email address.

8. Social Networking And Third Party Sites. When you link to the ITA Online Services through any social networking or third party sites, applications or services, please remember that you are bound by the privacy policy of the social network or third-party site, application or service, and we do not control and are not responsible for the privacy practices of such sites. You should consult the privacy policy of such sites to determine the information practices of those sites.

9. Children's Online Privacy. ITA recognizes the importance of protecting the privacy of children. We will not knowingly collect any personally identifiable information from children under the age of thirteen (13). When a user discloses personal information on the ITA Online Services, the user is representing to us that he or she is at least thirteen (13) years of age. If a child under the age of thirteen (13) has provided us with personally identifiable information through the ITA Online Services, we ask that a parent or guardian e-mail us at legal@ITAholding.net, and we will delete the child's information from our records.

10. International. This English-language Privacy Policy is ITA's official statement of its ITA Online Services privacy practices. In case of any inconsistency between this English-language Privacy Policy and its translation into another language, this English-language document prevails.

11. Contact Us

If you have any questions regarding our privacy practices, you can email us at legal@ITAholding.net. You also can telephone us at (708) 462-5560, or you can write to us at ITA Customer Service, ita@internationaltrucking.org.

TERMS OF USE

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE USING THE ITA (or ITA Corporate Affiliates) WEBSITES, MOBILE/TABLET APPLICATIONS, CUSTOMER PROGRAMS, STORED FUEL CARDS AND OTHER ONLINE PROGRAMS, OR THE MATERIALS, SOFTWARE AND CONTENT AVAILABLE IN OR THROUGH THEM (ALTOGETHER, "SERVICES").

BY DOWNLOADING, ACCESSING, OR OTHERWISE USING ANY OF THE SERVICES, YOU AFFIRM THAT YOU ARE ABLE AND LEGALLY COMPETENT TO ACCEPT AND AGREE TO THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, THEN PLEASE DO NOT ACCESS OR USE ANY OF THE SERVICES.

These Terms constitute an agreement between International Trucking Association, Inc. and its corporate affiliates (collectively, "ITA" or "we" or "us") and you. We recommend that you print out a copy of these Terms for your records.

PLEASE NOTE THAT THESE TERMS CONTAIN PROVISIONS THAT GOVERN THE RESOLUTION OF DISPUTES BETWEEN US AND YOU AND LIMIT OUR LIABILITY TO YOU.

1. Additional Terms. Certain services offered by through the Services, including mobile applications, loyalty programs, sweepstakes and other prize promotions, may be governed by additional terms and conditions presented in conjunction with them. You must agree to the additional terms before using such services. These Terms and any additional terms will apply equally. In the event of an irreconcilable inconsistency between any additional terms and these Terms, the additional terms will prevail.

2. Changes to Terms. We may change these Terms so please check back from time to time. If we make material changes to these Terms, we will inform you in advance by posting a notice within the Services. If you are a registered user or are on our electronic mailing list, we may also notify you of such material changes via email. We may ask you to affirmatively accept changes to these Terms at the time of your next account login, access or use of the Services. By continuing to use the Services after such notice and/or acceptance, you agree to be bound by these Terms as modified. All changes are effective when we post them and apply to your access and use of the Services thereafter. Changes to the Dispute Resolution provisions (Section 19 below) do not apply to any dispute for which you or we have actual notice prior to the date that the revised Terms are effective.

3. Users and Accounts. The Services are not intended for use by anyone under age eighteen (18). YOU MUST BE AT LEAST AGE 18 TO ACCESS AND USE THE SERVICES. By accessing, using and/or submitting information to or through the Services, you represent that you are at least age 18. Anyone under the age 18 may only use the Services under the supervision of his/her parent or a legal guardian. IF YOU ARE A PARENT/LEGAL GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR TEENAGER'S ACCESS TO AND USE OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. Parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

You may need to create and register an account in order to use certain Services. In creating an account, you agree to: create only one account; provide honest, accurate, current and complete information regarding yourself; keep your information updated and accurate; keep your account password private and not share it with others; and notify ITA if you discover or suspect that your account has been hacked or its security breached.

You also agree to take responsibility for all activities on or under any account registered to you and you accept all risks for any unauthorized use of your account.

You are responsible for providing the equipment and services that you need to access and use the Services. We do not guarantee that the Services are accessible on any particular equipment or device or with any particular software or service plan.

We reserve the right, without notice and in our sole discretion at any time, to terminate your right to access and use the Services or any component of them and to block or prevent future access to and use of the Services and to delete your account and any related information. Any obligation or liability incurred prior to our termination of your access to the Services will survive such termination.

4. Personal Use Only. The Services are owned by ITA and licensed to you for your personal, non-commercial use only. Except as expressly provided in these Terms, you may not copy, distribute, publish, transmit, modify, transmit, publicly display or perform, create derivative works of or otherwise exploit any part of the Services. You

may not save or archive a significant portion of the material appearing in or on the Services. All rights not expressly granted herein are reserved by ITA.

5. Privacy. The privacy and security of your information is important to ITA. Our Privacy Policy is incorporated into these Terms and also governs your use of the Services. To the extent there is a conflict between the terms of the Privacy Policy and these Terms, these Terms govern. The Privacy Policy describes the data that we gather about or from users of the Services and how we process, use and share that data. By using the Services, you consent to all actions that we take with respect to your data consistent with our Privacy Policy.

6. Responsible Use of the Services. You may use the Services for lawful purposes and in accordance with these Terms. You may not use the Services: for any purpose that is unlawful or prohibited by these Terms; to cause harm or damage to any person or entity; interfere with the proper operation of the Services; or to upload, post or transmit any material that violates any law, infringes on the rights of any third party or contains defamatory, libelous, abusive, obscene or otherwise objectionable material (as determined by ITA in its sole discretion).

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ITA AND ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, BUSINESS ASSOCIATES, AND SUPPLIERS FROM AND AGAINST ANY ACTUAL OR THREATENED CLAIMS, ACTIONS OR DEMANDS, LIABILITIES AND SETTLEMENTS (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES) RESULTING (OR ALLEGED TO RESULT) FROM YOUR USE OF ANY SERVICES IN ANY MANNER THAT VIOLATES OR IS ALLEGED TO VIOLATE APPLICABLE LAW OR THESE TERMS.

7. Provision of the Services. We are constantly improving the Services to provide the best possible experience for you and other users. You acknowledge and agree that the Services, or certain features of the Services, may change from time to time without notice to you. Any new feature that augments, enhances or modifies the current Services is subject to these Terms. You acknowledge and agree that we may decline to provide access to the Services or stop (permanently or temporarily) providing the Services (or any feature, program or content within the Services) to you or other users at our sole discretion, without notice or liability to you. You may stop using any part of the Services at any time. You do not need to specifically inform us when you stop using the Services. You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the Services, your account details, or any files or other content which are contained in your account.

If you use a mobile device to access the Services, the following additional terms and conditions ("Mobile Terms") also apply: You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Services. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details; You understand that wireless service may not be available in all areas at all times and may be affected by product, software, coverage or service changes made by your service provider or otherwise; Additional terms and conditions may apply to your use of our mobile applications based on the type of mobile device that you use; When you opted in to participate in one of our text message programs, you provided your advance consent to receive text messages from an automated system. Your consent was not and is not required as a condition of purchasing any property, goods, or services from us. If you wish to withdraw your consent and unsubscribe, please text STOP to the appropriate shortcode; Message frequency depends on the program.

YOUR ACCESS TO AND USE OF THE SERVICES VIA YOUR MOBILE DEVICE CONFIRMS YOUR AGREEMENT TO THE MOBILE TERMS, AS WELL AS THE REST OF THESE TERMS.

8. Service-Specific Terms and Conditions. To receive emails with the latest news and offers, you may enroll in various ITA programming ("Program"). The term "Member" as used in these Terms means an individual user of the Services who creates a ITA customer profile ("Profile") by providing his/her name, password, valid email address, zip code of his/her primary residence and date of birth. Groups, clubs or organizations cannot be Members. When creating a Profile, you may choose not to receive Program emails but your email address and other contact information may be retained indefinitely in our Program database for administrative purposes. If you choose not to receive Program emails, you will not receive Program benefits, or special offers, if any. Members are responsible for keeping their Profiles up-to-date to ensure they receive Program news, offers, and coupons.

To become a Member you must reside in and have a valid zip code in the 48 contiguous U.S. states or Washington D.C. The Program is void outside the 48 contiguous U.S., states and Washington D.C. and where otherwise prohibited, restricted or taxed. We are not responsible for any Program news, promotions, notices, or other offers sent to an incorrect or incomplete email address if your email address is not up-to-date in your Profile at the time of mailing or offering. We are not responsible for any lost, late, misdirected, damaged, postage-due or illegible

mailings or other communications. We reserve the right to correct and not honor errors made in our communications with you.

From time to time, ITA may make special offers available to Members. These offers may be communicated using various means including electronic communication, email, SMS text messages or direct mail. These special offers may be subject to specific terms, restrictions and conditions. Creating a Profile does not guarantee receipt of Program news and offers or the availability to you of any promotional offer. The Program or any component of it is subject to change or termination without notice. Continued participation in the Program constitutes acceptance of its then-current terms and conditions.

8.1 ITA Mobile Application. If you choose to download the ITA' Mobile Application ("Mobile App"), you must accept our End-User License Agreement, which will govern your use of the Mobile App in addition to these Terms. From time to time, the Mobile App may make special offers available ("App Offers"). App Offers may be based on your particular location, use, or purchasing history using the Mobile App. App Offers also may be subject to additional terms and conditions as described in the App Offer. These App Offers are integrated features of the Mobile App. If any App Offer is identified as a "Location-based Offer", the Location-based Offer will only appear as such and only if your mobile device's GPS/location settings are enabled and you are in a location where the Location-based Offer is valid. If you do not wish to receive App Offers, or other communications, you must delete the Mobile App from your mobile device(s).

9. ITA' Disclaimer of Warranty and Limitation of Liability. To the fullest extent allowed by applicable law, ITA is not liable for any direct, indirect, special, incidental, consequential, punitive or other damages arising from your use of, or inability to use, any of the Services or any materials available in any ITA Online Service.

Except as expressly otherwise stated, ITA does not make any warranty, express or implied, as to accuracy, reliability or availability of any of the Services. Without limiting the generality of the preceding sentence, ITA specifically disclaims, to the fullest extent allowed by applicable law, all implied warranties of merchantability and fitness for purpose, and all warranties of title and non-infringement of third party rights, with respect to all of its online services and all materials accessible through the Services.

ITA does not guarantee that the functions contained in any of the Services will be secure, uninterrupted or error-free, that each the Services will be free of viruses or other harmful components, or that defects will be corrected even if ITA is aware of them.

IN NO EVENT WILL ITA AND ITS PARENT'S OR AFFILIATES' TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES OR \$100, WHICHEVER IS LESS. YOU AGREE TO BRING ANY AND ALL ACTIONS WITHIN ONE (1) YEAR FROM THE DATE OF THE ACCRUAL OF THE CAUSE OF ACTION AND THAT ACTIONS BROUGHT AFTER THIS DATE WILL BE BARRED. Nothing in these Terms will exclude or limit ITA' liability for death or personal injury caused by our negligence.

10. Copyright and Trademark. Unless otherwise noted, all materials published on any ITA Online Service are protected as the copyrights, trade dress, trademarks and/or other intellectual properties owned by ITA and/or its subsidiaries and affiliates or by other parties that have licensed their material to ITA. ITA's marks displayed in the Services represent some of the proprietary rights currently owned or controlled by ITA in the United States and/or in other countries and are not intended to be a comprehensive compilation of all ITA's worldwide proprietary ownership rights. You may not remove or alter any copyright, trademark or other proprietary right notice in the Services. All rights not expressly granted are reserved.

11. Digital Millennium Copyright Act ("DMCA") Policy. This DMCA statement constitutes part of the legal terms and conditions governing all users of the Services. In compliance with the DMCA (Title 17, United States Code), ITA will respond to proper notifications of claimed copyright infringement with respect to material posted by users, and will take appropriate action including removing and disabling access to the allegedly infringing material. ITA also reserves the right to remove and disable access to any user-posted material which, in ITA's sole judgment, may be infringing or violating another's intellectual property right, whether or not ITA has been notified by the rights holder.

11.1. Repeat Infringer Policy. In accordance with the DMCA and other applicable law, ITA has adopted a policy of terminating, in appropriate circumstances, the accounts of registered users who are determined by ITA to be repeat infringers. ITA may also, in its sole discretion, suspend and/or terminate the account of any registered user who infringes another's intellectual property right, whether or not there is repeat infringement.

11.2. Designated Agent. In compliance with the DMCA, the Designated Agent for ITA to receive notifications of claimed infringement relating to any of the Services is: A. McDonald, Corporate Counsel.

By mail: International Trucking Association, 15W580 N. Frontage Rd., Burr Ridge, IL 60527
By telephone: 708-462-5560 Ext. 8118
By email: legal@compassholding.net

11.3. Notice of Claimed Copyright Infringement. If you believe that your copyright has been infringed or violated by any material posted on any of the Services, please notify our Designated Agent listed above in writing and provide the following requisite information: a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted; a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

11.4. Counter-Notification to Claimed Copyright Infringement. Under the DMCA, if a notice of copyright infringement has been filed against material posted by you on any of the Services, you may make a counter-notification with our Designated Agent listed above, provided that such counter-notification must be in writing and contain the following requisite information: your physical or electronic signature; identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; a statement by you under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you are located (or in the State of Illinois, U.S.A., if you reside outside of the U.S.A.), and that you will accept service of process from the person who filed the notice of copyright infringement or an agent of such person. If ITA receives a valid counter-notification, it may reinstate the removed or disabled material in accordance with the DMCA.

11.5. Liability for Misrepresentation under the DMCA. Please note that, pursuant to the DMCA, any person who knowingly materially misrepresents that any material or activity is infringing, or that any material or activity was removed or disabled by mistake or misidentification, will be liable for damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by an online service provider, who is injured by such misrepresentation, as the result of the service provider relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it. Accordingly, if you are not sure whether certain material or activity infringes your or another's copyright, please consult with a qualified attorney.

12. Links. Links provided within the Services will allow you to connect to other websites and services that are not under ITA's control. We do not endorse and are not responsible for the content of such websites and/or services. You access such websites and use such services at your own risk.

13. Errors and Inaccuracies. The Services may contain errors, inaccuracies or omissions related to product descriptions, pricing, promotions, offers, availability and other information. If any information in the Services is inaccurate, incomplete or out of date, we reserve the right to correct, change or update such information or to cancel orders related to such information (including after you have submitted an order) without prior notice and issue a refund for amounts paid. We cannot guarantee that your computer's display of color or other product features is accurate. If any product that you purchase is not satisfactory to you, your sole remedy is to return it (unused) for a refund.

14. Geographical Scope of the Services. ITA controls and operates the Services from within the United States. Unless otherwise specified on any Services, the Services are intended to promote only those ITA services and products that are sold by ITA in the United States; ITA makes no representation that the materials in the Services or the products described thereby are appropriate or available for use in other locations. If you access

the Services from outside the United States, be advised the Services may contain references to products and services that are not available or are prohibited in your country. All visitors to and users of the Services are responsible for compliance with all local laws applicable to them with respect to the content and operation of the Services. This English-language set of terms is ITA's official statement of its terms of use for all Services. If there is an inconsistency between these English-language set of terms and its translation into another language, the English-language Terms set forth herein shall prevail.

15. Dispute Resolution. YOU AND ITA AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any dispute between you and ITA and its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, "ITA") arising from or relating to these Terms and their interpretation or the breach, termination or validity thereof, the relationships which result from these Terms, including disputes about the validity, scope or enforceability of this arbitration provision (collectively, "Covered Disputes") will be settled by binding arbitration in Cook or DuPage County, State of Illinois as administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, in effect on the date thereof. Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advanced written notice of its intent to file for arbitration. ITA will provide such notice by e-mail to your e-mail address on file with ITA and you must provide such notice by e-mail to legal @compassholding.net with "Legal Dispute" appearing in the subject line. During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If, however, you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, ITA will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you, but under no circumstances more than fifty percent (50%). Within sixty (60) days of the final judgment, and if the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse ITA for all fees associated with the arbitration that ITA paid on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator will not, however, have the power to award punitive or exemplary damages, the right to which each party hereby waives, and the arbitrator will apply applicable law and the provisions of these Terms and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. ITA and you agree that any Covered Dispute will be submitted to arbitration on an individual basis only. Neither ITA nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this section is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced (but in no case will there be a class, representative or private attorney general arbitration). Regardless of any statute or law to the contrary, notice on any claim arising from or related to these Terms must be made within one (1) year after such claim arose or be forever barred. For purposes of this section, these Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA).

16. Taxes. You are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with these Terms or the Services by any authority.

17. Notice to California Residents. Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information: The provider of the Services is International Trucking Association, Inc., 15W580 N. Frontage Road, Burr Ridge, Illinois 60527. To file a complaint regarding the Services or to receive further information regarding use of the Services, send a letter to the above address or contact ITA via e-mail (with "California Resident Request" as the Subject Line). You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at 916.445.1254 or 800.952.5210.

19. General Provisions. No delay or failure on the part of ITA to enforce any part of these Terms will constitute a waiver of any of ITA's rights under these Terms whether for past or future actions on the part of any person. Neither the receipt of any funds by ITA nor the reliance of any person on ITA's actions will be deemed to constitute a waiver of any part of these terms. Only a specific, written waiver signed by an authorized

representative of ITA will have any legal effect whatsoever. If any provision of these Terms is determined to be illegal, invalid or unenforceable under present or future law, such provision will be deemed to be deleted without affecting the enforceability of all remaining provisions. These Terms will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms and the rights granted hereunder may be assigned by ITA but you may not assign them without the prior express written consent of ITA. The headings and captions contained herein are for convenience only.

Contact ITA: If you have questions regarding any of these Terms, you can email us at Legal@compassholding.net, call us at 708-462-5560, or write to us, in care of International Trucking Association, Inc. - Legal Dept. 15W580 N. Frontage Road, Burr Ridge, Illinois 60527.

END-USER AGREEMENT FOR ANDROID™ APP

(Application ver. _____)

1. Terms of Use. BY USING THIS ITA MOBILE APPLICATION (THE "APPLICATION"), YOU (THE "USER") ACCEPT THESE TERMS OF USE ("TERMS"). THESE TERMS CONSTITUTE A BINDING AGREEMENT (the "Agreement"), GOVERNING USE OF THE APPLICATION, BETWEEN USER AND ITA FINANCIAL HOLDING GROUP, LLC, INCLUDING ITS SUBSIDIARIES, RELATED, AND AFFILIATED COMPANIES (INDIVIDUALLY OR COLLECTIVELY "ITA BRANDS"). BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, USER ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS. SHOULD USER NOT ACKNOWLEDGE AND AGREE TO THESE TERMS, USER MUST IMMEDIATELY UNINSTALL THIS APPLICATION AND DISCONTINUE ITS USE. THESE TERMS ARE ALSO AVAILABLE ON THE ITA WEBSITE ([HTTP://WWW.INTERNATIONALTRUCKING.ORG](http://www.internationaltrucking.org)) AND IN THE APPLICATION'S ABOUT US SCREEN. CONTINUED USE OF THE APPLICATION SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM.

2. Age Restriction. Only individuals eighteen (18) years of age or older may use the Application. Users between the ages of thirteen (13) and eighteen (18) must review these Terms with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to these Terms. Should User's parent or legal guardian not acknowledge and agree to these Terms, User must immediately uninstall this Application and discontinue its use.

3. Incorporation of Related Terms. These Terms incorporate and supplement the terms, conditions, and policies of ITA Brands posted at <http://www.internationaltrucking.org> including without limitation the following related terms, conditions, and other policies, the location and terms of which may be changed from time-to-time,

- a. ITA Terms of Use (available at <http://www.internationaltrucking.org>);
- b. ITA Privacy Policy (available at <http://www.internationaltrucking.org>);
- c. ITA Mobile App Policy (available at <https://www.internationaltrucking.org>);

Should any provisions in the terms, conditions, or other policies listed above conflict with these Terms, these Terms will control, solely to the extent such provisions apply to the Application.

4. End-User License. Subject to these Terms, ITA Brands grant User a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to use the Application for personal use only on an Android phone or tablet ("Android Device") owned or controlled by User in accordance with these Terms ("User License"). Any use of the Application in any other manner, including, without limitation, resale, reverse-engineering, disassembling, redistribution, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Application ("Content") is prohibited. You may not rent, lease, lend, sell, transfer, redistribute or sublicense the Application. If you sell or transfer ownership of your Android Device to a third party, you must remove the Application before doing so. You may not copy (except as expressly permitted by this Agreement), decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of any open-sourced components included with the Application). If you breach any of these restrictions, you may be subject to prosecution and damages. This Agreement and User License also governs any updates or upgrades to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply. The license is effective until terminated by you or ITA Brands, with or without written notice. Your rights under the User License will terminate automatically without notice from ITA Brands if you fail to comply with any Terms or terms of the User License. Upon termination of the license, you shall cease all use of the Application and destroy all copies, full or partial, of the Application.

5. User Information. Any Application feature that collects personal information for purposes of feedback, account management, and interaction with social media sites, may use, maintain, or transmit User's personal information, including, without limitation, user names, passwords, proper names, email address, address, location, financial information (including credit card information), GPS location information, and information for and from third-party social-media accounts (collectively "User Information"). By acknowledging and agreeing to this Agreement, or by using the Application, User consents to the transmission of User Information to ITA Brands, including its agents and third-party partners, and consents to ITA Brands, including its agents and third-party

partners, receiving, collecting, storing, processing, transmitting, and using User Information for Application functionality and for the purposes disclosed in the ITA Brands Privacy Policy identified in this Agreement.

The User is, however, solely responsible for the confidentiality and security of User Information sent from or stored on the Android Device by the Application. User is also solely responsible for all transactions and activities undertaken by anyone registered in the User's name, whether authorized or unauthorized. This includes any and all unauthorized purchases. The User agrees to immediately notify ITA Brands of any suspected unauthorized transactions associated with the Application or any other breach of security. ITA Brands shall not be responsible for any losses arising from the financial loss or theft of User Information due to unauthorized or fraudulent transactions related to the Application. Users shall be solely responsible for taking precautionary steps to protect User Information stored on the Android Device, including without limitation password-protecting the Android Device and employing Google's remote-wipe feature.

You agree that ITA Brands, its service providers and/or others involved in creating or providing the Application may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Application. ITA Brands, its service providers, and/or others involved in creating or providing the Application may use this information, as long as it is in a form that does not personally identify you, to improve the Application or to provide services or technologies to you.

6. External Services and Third-Party Materials. The Application may enable access to ITA Brands or third-party services and websites (collectively and individually, "External Services"). Use of the External Services requires Internet access and may require you to accept additional terms. Certain External Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the External Services, you acknowledge and agree that neither ITA Brands, nor its agents or those involved in creating or providing the Application, is responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Neither ITA Brands, nor its agents or those involved in creating or providing the Application, warrants or endorses and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you. You agree to use the External Services at your sole risk and neither ITA Brands, nor its agents or those involved in creating or providing the Application, shall have any liability to you for content that may be found to be offensive, indecent, or objectionable. ITA Brands reserves the right to change, suspend, remove, or disable access to any External Services at any time without notice. In no event will ITA Brands be liable for the removal of or disabling of access to any such External Services. ITA Brands may also impose limits on the use of or access to certain External Services, in any case and without notice or liability.

You agree that the External Services contain proprietary content, information and material that is owned by their respective owners, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the External Services, or in any manner that is inconsistent with the terms of this Agreement or that infringes any intellectual property rights of a third party or ITA Brands. No portion of the External Services may be reproduced in any form or by any means, except as permitted by the respective owner of the External Services. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the External Services, in any manner, and you shall not exploit the External Services in any unauthorized way whatsoever, including but not limited to, using the External Services to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the External Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that neither ITA Brands, nor its agents or those involved in creating or providing the Application, is in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the External Services.

7. Prohibited Uses. Use of the Application is limited to the contemplated functionality. The Application shall

not be used in any way that: (i) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (ii) is

unlawful, fraudulent, or deceptive; (iii) uses technology or other means to access unauthorized content or non-public spaces; (iv) uses or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces; (v) attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (vi) attempts to damage, disable, overburden, or impair ITA Brands servers or networks; (vii) attempts to gain unauthorized access to a ITA Brands computer network; (viii) attempts to gain unauthorized access to ITA Brands' user accounts; (ix) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability; (x) violates these Terms in any manner; or (xi) fails to comply with applicable third-party terms and conditions or other third-party policies (collectively "Acceptable Use"). ITA Brands reserves the right, in its sole discretion, to terminate any User License, remove Content, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to Content or use of the Application that ITA Brands reasonably believes is or might be in violation of these Terms, but failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

8. User-Generated Content. User may generate content, written or otherwise, while using the Application ("User-Generated Content"). User acknowledges and agrees that User-Generated Content may be used, reproduced, displayed, modified, deleted, added to, adapted, and published by ITA Brands (for example, in product marketing campaigns). User grants ITA Brands and its successors a worldwide; irrevocable; transferrable; sublicensable; fully-paid and royalty-free; and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, and prepare derivative works from User-Generated Information. User further acknowledges and agrees that User, and User alone, is responsible for the development of User-Generated Content.

9. Indemnification. User agrees to indemnify and hold harmless ITA Brands, including its agents, affiliated companies, employees, contractors, directors, and officers, and anyone involved in creating or providing the Application, from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys' fees) occurring from or related to the use or misuse of the Application, violation of these Terms, or violations of any rights of a third party, or any allegation thereof. ITA Brands reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User will cooperate in asserting any available defenses.

10. No Warranties. ITA BRANDS IS PROVIDING THE APPLICATION AND CONTENT TO THE USER "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED. USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, ITA BRANDS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APPLICATION BY USER IS IN COMPLIANCE WITH LAWS, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

11. No Liability. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL ITA BRANDS OR ITS AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT (A) BE LIABLE TO USER WITH RESPECT TO USE OF THE APPLICATION; AND/OR (B) BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APPLICATION, OR DEVICE FAILURE OR MALFUNCTION. USER'S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION. ITA BRANDS, ITS AGENTS AND ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT SHALL NOT BE LIABLE EVEN IF ANY OF THEM OR ANY AUTHORIZED REPRESENTATIVE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, UNAUTHORIZED USE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARM. In the event that applicable law does not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages, in no event shall ITA Brands, its agents or anyone involved in creating or providing this Application or Content be liable for damages, losses, and/or causes of action exceeding the amount, if any, paid by User for use of the Application or \$100, whichever is less.

12. Intellectual Property. ITA BRANDS, the ITA logo, the ITA tagline, and any other ITA Brands trademarks, service marks, graphics and logos used in connection with the Application are trademarks or registered trademarks of ITA, or other companies of ITA Brands (collectively "ITA Marks"). Other trademarks, service marks,

graphics and logos used in connection with the Application are the trademarks of their respective owners (collectively "Third-Party Marks"). The ITA Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of ITA Brands or the applicable trademark holder. The Application and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by ITA Brands or the owner of the Content.

13. Choice of Law, Jurisdiction. These Terms are governed by the laws of the State of Illinois, United States of America, without regard to Illinois' conflict of laws rules. User irrevocably consents to the exclusive jurisdiction of the state courts in Cook County, Illinois, United States of America and the federal courts in the United States District Court for the Northern District of Illinois, United States of America, for purposes of any legal action arising out of or related to the use of the Application or these Terms. The prevailing party shall have the right to collect from the other party its reasonable attorneys' fees, all costs and necessary disbursements incurred in any action arising hereunder. THE PARTIES FURTHER WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL.

14. Severability. If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms. Failure of ITA Brands to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

15. Modification of these Terms. ITA Brands reserves the right to change or modify these Terms or any other ITA Brands' terms, conditions, or policies related to use of the Application (including those identified in this agreement) at any time and at its sole discretion by posting revisions on the ITA Financial Holding Group website (<http://www.internationaltrucking.org>) or within this Application. Continued use of the Application following the posting of these changes or modifications will constitute User's acknowledgement and agreement to such changes or modifications. Only a specific, written waiver signed by an authorized representative of ITA Brands shall have any legal effect as a waiver by ITA Brands of any Terms of this Agreement.

16. Third Party Beneficiary. User agrees that ITA Brands' service providers, licensors, or others involved in creating or providing the Application are third party beneficiaries to this End-User Agreement and may rely upon the provisions of this End-User Agreement, including but not limited to, the provisions concerning Indemnification, No Warranties, and No Liability.

Contact Us: If you have any questions regarding our privacy practices, you can email us at ita@internationaltrucking.org.