

DRIVER PRIVACY STATEMENT

Effective Date: January 6, 2016

Verifone, Inc. (“**Verifone**,” “**us**,” “**we**” or “**our**”) collects information about you when you apply to use, or actually access or use, any of our Ehaul Services, Driver App, mobile applications, websites, and other online products and services (collectively, the “**Services**”) and through other interactions and communications you have with us. Any capitalized term used in this Driver Privacy Statement (this “**Statement**”) that is not defined in this Statement has the meaning ascribed to that term in the Driver Services Agreement (the “**Agreement**”).

SCOPE AND APPLICATION

This Statement applies to providers of Transportation Services (collectively “**Drivers**,” or individually, “**you**”) that reside in the United States. This Statement does not apply to Drivers who reside outside the United States. This Statement also does not apply to Users. If you interact with the Services as both a User and a Driver, this Statement only applies to you in your capacity as a Driver and our User Privacy Statement applies to you in your capacity as a User.

COLLECTION OF INFORMATION

Verifone may collect personal data from you during the course of your application for, and use of and access to, any of the Services, including location data, which information may be stored, processed, and/or accessed by Verifone, as well as its service providers, for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Verifone’s and its Affiliates’ legitimate business needs. By submitting information to Verifone during the application process and/or by using the Services, you consent to such collection and use of personal data.

DISCLOSURE OF DRIVER INFORMATION TO THIRD PARTIES

Subject to all applicable laws, Verifone may provide to a third party any information (including personal data and any Services Data) about Drivers if: (a) there is a complaint, dispute or conflict, including an accident, relating to a Driver; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in Verifone’s sole discretion, by applicable law, regulation, ordinance, license, or operating agreement; (d) it is necessary, in Verifone’s sole discretion, to protect the safety, rights, property, or security of Verifone, the Services, or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity which Verifone, in its sole discretion, considers to be, or to pose a risk of being, illegal, unethical, or legally actionable.

LOCATION-BASED SERVICES CONSENT

You hereby expressly consent to Verifone’s use of location-based services and expressly waive and release Verifone from any and all liability, claims, causes of action or damages arising from your use of the Services, or in any way relating to the use of the precise location and other location-based services.