

ANDROID END USER LICENSE AGREEMENT

The Product that is subject to this license (**TrafficMate END USER AGREEMENT (Android)**) is alternatively referred to in this license as the “Licensed Application”.

All services are rendered to and accessed by you by use of an applicable device (e.g., pc, mobile phone etc.) of your own choice. **TrafficMate** is designed to optimize a hands-free experience. However, if you need to interact with the mobile device at any time, please follow local law and regulations regarding mobile device usage and please use these services responsibly.

THE INFORMATION, SERVICES AND LICENSED APPLICATION ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WITHOUT LIMITATION AS TO CORRECTNESS OR COMPLETENESS, AND ALL SUCH WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW ARE EXPRESSLY DISCLAIMED HEREBY. NTTA IS ENTITLED TO CHANGE, SUSPEND OR WITHDRAW THE CONTENTS OF OR ANY SERVICES OR PRODUCTS AT ANY TIME WITHOUT PRIOR NOTICE.

NTTA is not liable, under any circumstances, for any damages, accidents, and/or injuries that result from your use of the Licensed Application and you release NTTA from any such liability. By using these services, you agree to use them responsibly and to not interact with mobile devices while driving in a manner that may distract you or take your attention away from driving. You agree and covenant that you will not sue or seek to hold NTTA liable for any cost, damage, accident, or injury that arises from and/or is related to the use of the “**TrafficMate**” application or the traffic information it provides.

NTTA is not responsible for the content provided by any other Third Party sources that are accessed through the Licensed Application, and the Licensed Application is not provided by NTTA. This Licensed Application is provided by the Licensed Application Provider, and all questions, complaints or concerns are to be directed to the Licensed Application Provider. In making NTTA content available through the Licensed Application, NTTA does not thereby endorse the Licensed Application Provider and/or any other Third Party content providers, and offers no warranties or assurances that the Licensed Application Provider has the most current complete and/or accurate information from NTTA and/or any other Third Party content provider.

In making its data available through the GeoTalker application, NTTA is not thereby endorsing the GeoTalker application and/or the Licensed Application Provider, or any provider of other Third Party content.

NTTA is not liable for any cost related to the use of the traffic information from the “**TrafficMate**” application.

No personally identifying information is transmitted to or stored on “**TrafficMate**” remote/hosting systems.

The Licensed Application will use your mobile device's built in GPS for location information so that information relevant to your location can be presented. On the "**TrafficMate**" screen, this is called "Location based Streaming Status" and you may deactivate this feature at any time by changing the green check to a red X. If this is deactivated, the Licensed Application will not send location information to your device until the "play" button is pressed. At that point, the Licensed Application will try to estimate your location based on triangulation or GPS if enabled.

The Licensed Application will send your data back to NTTA for reporting purposes unless you opt out. This information will be sent back anonymously without personally identifying information. No user or phone identifying information is transmitted to or stored on "**TrafficMate**" remote/hosting systems. General usage data may be used for reporting purposes and may, in aggregated form, be used or disclosed to third parties. No specific user identifiable data shall be stored by the Licensed Application or disclosed to third parties. NTTA owns stored data and can use such information free of charge.

NTTA is entitled to revise these terms at any time and reserves the right, at its own discretion and without notice, to discontinue the service.

NTTA respects the privacy of users of "**TrafficMate**". The privacy portion of this agreement tells you what is transmitted and how we may use it.

When you use the Licensed Application, certain data is transmitted to and/or stored by the "**TrafficMate**" hosting systems. This information will enable us to analyze traffic patterns, and to determine "**TrafficMate**" usage so that we may improve our services to you. This data can include but is not limited to:

- Your dynamic geographic location, based on GPS or triangulation
- The sound files transmitted
- The time of each broadcast sound file
- Latitude and longitude
- Altitude
- "**TrafficMate**" settings/preferences
- Speed
- Heading
- Measurement accuracies
- GPS
- Date
- The image files transmitted
- The time sent for each image file

We may from time to time need to change the privacy portion of this agreement. For further information please visit www.infologisticscorp.com/appdev/TrafficMate.html