



# Azuga® Insight for The Eastern Transportation Coalition (TETC) Mileage- Based User Fee (MBUF) Pilot Terms & Conditions

---

## Program Acceptance

“You”, “your”, “customer”: means the customer named on the Azuga Insight account who is the registered owner of the enrolled vehicle.

“We”, “us”, “our”: means Azuga.

Your use of the Azuga® Insight product requires your express acceptance of these terms and conditions (“Terms”). Using Azuga Insight is voluntary. If you do not agree with any part of these terms and conditions, you cannot use the Azuga Insight product. Azuga reserves the right to modify these Terms at any time. You can view the modifications to these Terms at any time by logging in to the customer portal at <https://tetcmbuf.azuga.com>. Your continued use of Azuga Insight will constitute your acceptance of these Terms.

## Vehicle Ownership and Azuga Devices

By using Azuga Insight and an OBDII plug-in mileage reporting option, the Azuga Insight Device (“Device”), you agree that: (1) you are the legal, authorized owner of the vehicle and have the right to enroll the vehicle in the program; (2) you will be responsible for the installation and maintenance of the Device until it is returned to us; (3) you agree to inform anyone you permit to drive the vehicle about the proper use of this installed Device and that Azuga or other authorized parties will have access to their driving behavior data; (4) you agree to ensure that the Device is not used for fraudulent or abusive purposes or in any way that risks damage to us or our business or reputation; and (5) when you terminate the program, you agree to send the Device back to us according to the return instructions sent with the Device and by the specified return date.

## Vehicle Ownership and Manual Entry

By using Azuga Insight and the Manual Entry mileage reporting option, you agree that: (1) you are the legal, authorized owner of the vehicle and have the right to enroll the vehicle in the program; (2) you will be responsible for taking and uploading timely odometer readings and digital pictures of your enrolled vehicle’s odometer for periodic mileage reporting; (3) your submitted odometer readings and digital pictures of your odometer are subject to audit for purposes of confirming validity; and (4) when you terminate the program, you agree to submit to Azuga your final odometer reading.

## Vehicle Ownership and Connected Car

By using Azuga Insight and the Manual Entry mileage reporting option, you agree that: (1) you are the legal, authorized owner of the vehicle in the program; and (2) you will be responsible for authorizing and maintaining the connection between Azuga and your vehicle manufacturer’s onboard telematics system and any paid subscription required to share odometer readings through the end of the pilot or up until you exit the pilot.

## Privacy

Our privacy policy can be viewed at <https://www.azuga.com/insight/privacy-policy/>, which is hereby incorporated by reference and made a part of these Terms.



# Azuga® Insight for The Eastern Transportation Coalition (TETC) Mileage- Based User Fee (MBUF) Pilot Terms & Conditions

---

## | Azuga Device Data Collection

There are 2 types of devices available for TETC MBUF Pilot. Each collects a different set of data, as described below.

### GPS-Enhanced Device

- Vehicle Identification Number (VIN)
- Speed
- Time
- When the Device is plugged in or unplugged from the vehicle
- Location (for Devices with GPS)
- G force
- Fuel usage and other emissions related information.
- Mileage, Braking and Acceleration are calculated using speed and time
- Onboard diagnostic information

### Non-GPS-Enhanced Device

- Vehicle Identification Number (VIN)
- Time
- When the Device is plugged in or unplugged from the vehicle
- G force (Braking and Acceleration)
- Fuel usage and other emissions related information.
- Mileage
- Onboard diagnostic information

Once we receive your driving data, it is purged from the Device. All data that we receive from the Device is retained for the duration of the pilot plus a period following the pilot to allow for analysis and reporting. All data received shall be destroyed no later than the generation of the final pilot report. Any non-personal data may be retained indefinitely in an anonymized and aggregated form for research purposes. In addition to your driving data, we may use the Device to collect anonymous traffic, travel, or other statistical information. By providing us with your email address, you agree to receive information from us, and our consultants, agents, or other fee operators via email only.

## | The Azuga Device

If you choose device technology as your mileage reporting option, you will be provided a Device that you will plug into your Onboard Diagnostics (OBDII) Port. This is the same port that mechanics use for vehicle diagnostics and other maintenance related activities. Most vehicles since 1996 have an OBDII port.

Volunteers can choose the device type (GPS or non-GPS) at enrollment time. The GPS device tracks the vehicle location and distinguishes miles driven in different states so that the appropriate mileage rates are applied. The non-GPS device does not track location and all miles are designated as home state (the state in which the vehicle is registered) miles.

These Devices are the property of Azuga and are provided to you for each vehicle that is enrolled in Azuga Insight. We retain all right, title and interest in and to the Device and its firmware. You agree not to tamper (alter, modify, change, reverse engineer, copy or duplicate) with the Device or its firmware. If tampering is detected, the Device will be deactivated, and you will be directed to return the Device to us immediately. You will then be removed from Azuga Insight and you may be subject to legal action.



# Azuga® Insight for The Eastern Transportation Coalition (TETC) Mileage- Based User Fee (MBUF) Pilot Terms & Conditions

---

## Manual Entry

If you choose Azuga Insight's Manual Entry service as your mileage reporting option, you will be asked to download the Azuga Insight Mobile App for periodic reports. You may also choose to submit photos by uploading them through the online Azuga Insight customer portal. The Manual Entry mileage-reporting option is a non-GPS service and does not distinguish between billable (inside TETC states) miles and non-billable (outside TETC states) miles. All miles are designated as "billable" (simulated).

Azuga Insight will notify you on a regular basis with reminders to submit odometer readings and photos of your vehicle's odometer for mileage reporting. You agree to take and submit timely readings and clear photos, and submit them by the deadline indicated. You agree to not edit photos or otherwise submit falsified photos or odometer readings.

## Vehicle Telematics

If you choose to opt into Vehicle Telematics as your mileage reporting option, you will be required to sign in to your vehicle manufacturer's onboard telematics account and authorize Azuga's access to your onboard telematics system for odometer information.

## TETC MBUF Pilot; Your Simulated Charges

The Eastern Transportation Coalition (TETC) Mileage-Based User Fee (MBUF) Pilot simulates a per-mile fee as well as a credit per gallon of fuel used to volunteer vehicles. No actual amount of monetary value will be exchanged. We will use your simulated Prepaid Account to generate simulated MBUF for vehicle miles traveled during the pilot. These simulated charges will be assessed on a daily basis according to your miles driven. Questions regarding your simulated Prepaid Account should be directed to Azuga Insight Customer Support at the address, email and telephone number listed below.

## Putting the Device in a Different Vehicle

Under no circumstances may a Device be used in a vehicle that has not been registered as an authorized vehicle under your simulated Prepaid Account. The vehicle, its unique Vehicle Identification Number and its unique license plate must be associated with your account Identification Number and its unique license plate must be associated with your account information and a vehicle may not be actively listed on more than one simulated Prepaid Account.

## Unenrollment

If you wish to unenroll from Azuga Insight and have a Device, you must return the Device immediately. We will assist you in returning the Device at no cost. If you have any questions, please call us at (800) 593-1876. If any Device is stolen or if any of the Azuga Insight Services are used fraudulently, you must notify Azuga immediately and provide us with such information and documentation as we may request (including, without limitation, police reports, and affidavits). We have the right to interrupt all Services under TETC MBUF Pilot or to restrict service to any Device, without prior notice to you, if you use the Device in a fraudulent or unlawful manner.

If your Account is terminated, either voluntarily or involuntarily, and you have a Device, you agree to immediately remove Devices from any vehicle enrolled in TETC MBUF Pilot and return the Devices to Azuga.



# Azuga® Insight for The Eastern Transportation Coalition (TETC) Mileage- Based User Fee (MBUF) Pilot Terms & Conditions

---

## **Voluntary or Involuntary Closure of Customer's Simulated Prepaid Account**

If your Prepaid Account is closed, either voluntarily or involuntarily, all Devices will be deactivated and services listed on your simulated Prepaid Account will be terminated.

## **Lost or Stolen Device**

If the Device is lost or stolen, you agree to notify Azuga Insight Customer Support immediately by phone or email. Your Device status will be modified upon receipt by Azuga of your notification of the loss or theft. Simulated mileage-based user fees for authorized or unauthorized use of the Device in any vehicle registered to you shall continue to accrue to your simulated Prepaid Account until you notify us in accordance with this Agreement.

## **Dispute of Simulated Fees**

You must notify us of any disputes of simulated fees appearing on your simulated Prepaid Account within 30 days of the simulated fee being posted. All disputes are subject to our review and approval and may require additional documentation or evidence from you.

## **Limitation of Liability**

Account Information: It is your responsibility to maintain current and accurate account information on our system and to exercise diligence in protecting your login and passwords.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL AZUGA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DEATH, PERSONAL INJURY, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY DAMAGES FOR LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR THE DEVICE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF AZUGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AZUGA'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. ADDITIONALLY, YOU AGREE THAT AZUGA IS NOT LIABLE FOR ANY CLAIMS, DEMANDS, OR ACTIONS AGAINST YOU BY ANY PERSON, CORPORATION, OR OTHER LEGAL ENTITY RESULTING FROM THE USE OF THE DEVICE(S) OR MANUAL ENTRY SERVICE.



# Azuga® Insight for The Eastern Transportation Coalition (TETC) Mileage- Based User Fee (MBUF) Pilot Terms & Conditions

---

## Disclaimer of Warranty

YOUR USE OF AZUGA'S SERVICES AND THE DEVICES IS AT YOUR SOLE RISK. ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## Electronic Notices and Disclosures; Changes

You acknowledge and agree that Azuga may provide notices and other disclosures to you electronically by posting such notices or other disclosures on Azuga's website or by emailing it to you at any email address provided to Azuga by you. Such notices or other disclosures shall be considered received by you following the posting on the website or twenty-four (24) hours following the email being sent to you, as applicable. Any such electronic notice or other disclosure shall have the same effect and meaning as if it had been provided to you as a paper copy.

We may add to, change or remove any part of these Terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these Terms. Such modification shall be effective immediately upon posting at our website. As your next visit to the website or use of the services may be governed by different terms, we encourage you to look for a new effective date on these Terms when you visit the website or use the services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavor to provide registered users with additional notice of any changes, such as at your e-mail address of record or when you log-in to your account. Your use or continued use of the services following the posting or notice of any changes to these Terms or any other posted policies shall constitute your acceptance of the changed Terms or policies

## Miscellaneous

This Agreement is governed by the laws of the State of California, without reference to its choice of law rules. Exclusive venue for any action arising out of or in connection with this agreement shall be in Santa Clara County, California. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect. You may not assign your rights or obligations under these Terms without the prior written consent of Azuga. Azuga's failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the services. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by these Terms.

## Azuga Insight Customer Support

Address: 42840 Christy Street Suite 205 Fremont, CA 94538

Email: [TETCMBUFsupport@azuga.com](mailto:TETCMBUFsupport@azuga.com)

Phone: (800) 593-1876 Monday-Friday, 8 a.m.-6 p.m. Eastern Time