

RumbleON Privacy Policy

Last updated: April 1, 2017

RumbleON, Inc. (“**RumbleON**”, “**we**” or “**us**”) respects the privacy of the users of its Services (“**Users**” or “**you**”), and is committed to protect the personal information that its Users share with it. You have a right to know our practices regarding the information we may collect, use or disclose when you visit or use our Services.

This Privacy Policy (“**Privacy Policy**”) is incorporated into RumbleON's Terms of Use (available at https://www.RumbleON.com/Content/pdfs/Terms_and_Conditions.pdf) (“**Terms**”) by reference. Capitalized terms not defined herein have meaning ascribed to them in the Terms.

1. Your Consent (PLEASE READ CAREFULLY)

You accept and agree to be bound by this Privacy Policy (available at https://www.RumbleON.com/content/pdfs/Privacy_Policy.pdf)(“**Privacy Policy**”) by (a) checking the “I Agree to the Terms/Privacy Policy” box and/or (b) accessing or using one or all of the Services. The Services are available only to people who are at least eighteen (18) years old and possess the legal capacity to form a binding agreement with RUMBLEON. IF YOU DO NOT HAVE SUCH LEGAL CAPACITY, OR IF YOU DO NOT AGREE TO ABIDE BY OR BE BOUND BY THIS PRIVACY POLICY, PLEASE DO NOT ACCESS, USE OR REGISTER TO ANY OF OUR SERVICES.

2. Children's Privacy

We do not intend to and do not knowingly collect Personal Information (as defined below) from children under the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that children under the age of eighteen (18) are not using the Services. Please contact us at service@RumbleON.com if you have reasons to suspect that we collected Personal Information from children under the age of eighteen (18) and we will delete that information as quickly as possible.

3. Which information we may collect on ur Users?

We may collect two types of information from our Users:

- a. The first type of information is non-identifiable and anonymous information (“**Non-personal Information**”). **We are not aware of the identity of the User from whom we have collected the Non-personal Information.** Non-Personal Information is any unconcealed information which does not enable identification of an individual User, and which is available to us while such User is accessing or using the Services. Non-personal Information which is being gathered consists of technical information, behavioral information and aggregated information, and may contain, among other things, the activity of the User on the Services (including page-views, click-stream, searches on the Services, aggregated events like completing transactions, traffic sources and navigational paths), referrals (web traffic), operation system, type and version of browser or mobile device, keyboard language, the hardware specifications of the User's device (including screen resolution and screen orientation), time spent on various pages of the Services, etc.



- b. The second type of information is individually identifiable information (“**Personal Information**”).

This information may identify an individual or may be of a private and/or sensitive nature.

- Users of the Services may automatically provide their (a) IP address (or Mac Address, as applicable) mainly for enhancing the User’s experience; and (b) pages viewed by each individual User and the Submissions the User uploaded to the Interactive Areas.
- Users who are interested in opening an Account may be required to provide the following details: full name, e-mail address and a password, Zip code, vehicle’s VIN, Address and phone number.
- **Alternatively**, you can open an Account by integrating your existing third party accounts (“**Social Network Account**”) with your Account. This can be done by Google connect, Facebook connect or Twitter Connect. If you authorize such integration, then certain information contained in your Social Network Account may be transmitted into your Account. The information currently available to us via Social Network Accounts is the User name and email.
- You may voluntarily provide Personal Information in your Submissions or when you fill the Contact Form on our Site.
- Users may voluntarily provide the following information with respect to certain elements of the Services:
 - Purchase process – Phone number, email address, date of birth, driver's license state and number, address, Zip code. In this respect, User are required to agree to RumbleON's collection of the User's ETR (electronic transaction record);
 - Financing – Down payment amount, SSN, time at current address (months/years), residence type, rent/mortgage details, employment details (including without limitation, employment type, status, title, employer details, employment duration, gross income, income interval, other incomes). Please note that the addition of a co-buyer shall require filling the same information as stated above;
 - Outside Financing – name of financial institution, full name, contact name, phone number;
 - Cash Purchase – Billing address, account type, routing number, account number;
 - Additional Documentation (Copies) – Driver's license, insurance, utility bill (residency proof), copy of paystub (in the case of financing), references (in the case of poor credit); and/or
 - Tax, Title and License Fees – Whether in active military duty, whether disabled.

As long as any Non-Personal Information is connected or linked to any Personal Information, we treat it as Personal Information.

We do not collect any Personal Information from you or related to you without your approval. Your approval is obtained, when you agree to our Terms and the Privacy Policy as stated in Section 1 above.

4. How Do We Collect Information on Our Users?



We collect and store information, either independently or through the help of third-party service providers when you use the Services and when you voluntarily disclose information to us. By way of example, when you open an Account, initiate a purchase process, apply for financing, fill out the Contact Form, use the Interactive Areas or provide any information with your Submissions; RUMBLEON may collect and save such information.

Please note that the Submissions you upload or share within the Interactive Areas (excluding Personal Information provided for purchase or financing purposes) are non-confidential, may become publicly available and may be collected, used or redistributed by others through the internet and other media channels.

5. What are the Purposes of the Collection of Information?

Non-personal Information and Personal Information are used for statistical and research purposes and allow us to improve the quality of each and all Services (e.g. discovering User preferences and trends allows us to customize and enhance our Services) and offer future commercial services.

Personal Information is also collected in order to:

- Asses the value or vehicles and recommend vehicles to the User based on his/her preferences;
- Process the transaction of purchasing a vehicle (including financing options, insurance, shipping fees, estimated tax and license fees);
- Send Users commercial content or advertisements;
- Verify the User's identity: (a) when signing in to our Services; (b) when User initiates a vehicle purchase process or financing process (c) for the purpose of dealing with inappropriate interactions and/or fraudulent use of our Services; and/or
- Provide technical assistance and support.

6. Transferring Information between Jurisdictions

The RUMBLEON Services are hosted in the United States and are mainly directed to Users in the United States. If you are a User accessing the Services from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the Services, you are transferring your Personal Information to the United States. You consent to such transfer by (a) agreeing to this Privacy Policy and/or the Terms and/or (b) by checking a "pop up" box which may appear if you submit a non-U.S. address, confirming that you agree to the transfer of your Personal Information.

7. Sharing Information with Third Parties

We may share certain information we collect from you with third parties (in the U.S. or in other countries) for (i) the purpose of processing or storing your information on our behalf; (ii) internal purposes (including without limitation, appraisal tools, CRM, processing of payments or credit applications, statistics and analytics) and (iii) commercial purposes (including, without limitation, offering you insurance, financing extended warranties or other products in connection with the purchase of a motorcycle from us).



In addition, RUMBLEON may share Personal Information in the following cases: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; (b) to enforce this Privacy Policy or the Terms, including investigation of potential violations thereof; (c) to detect, prevent, or otherwise address fraud, security or technical issues;

(d) to respond to User's support requests; (e) to respond to claims that any content available on the Services violates the rights of third-parties; (f) to respond to claims that contact information (e.g. name, e-mail address, etc.) of a third-party has been posted or transmitted without their consent or as a form of harassment; (g) to protect the rights, property, or personal safety of RUMBLEON, RUMBLEON Representatives, its Users or the general public; (h) when RUMBLEON is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of its assets; (i) to collect, hold and/or manage your Personal Information through RUMBLEON's authorized third parties service providers (including, as applicable, their affiliates as necessary to provide us with the requested services), as reasonable for business purposes, which may be located in a country that does not have the same data protection laws as your jurisdiction; (j) to store or process your Personal Information through RUMBLEON's affiliated companies, which may be located in a country that does not have the same data protection laws as your jurisdiction; (k) to enable payment through certain online payment services; and/or (l) pursuant to your explicit approval prior to the disclosure.

For avoidance of doubt, RUMBLEON may transfer and disclose Non-personal Information to third parties at its own discretion.

8. Deletion or Modification of Personal Information

If for any reason you wish to delete or modify your Personal Information and/or cancel your Account, you can send us an e-mail of your request to: service@RumbleON.com and we will make reasonable efforts to submit to your request pursuant to any applicable privacy laws.

Note that, unless you instruct us otherwise, we may retain and use your Personal Information after termination of your Account, for as long as reasonably required for the purposes of which such Personal Information was collected, including without limitation, for future analytics and analysis, in order to comply with our legal or business requirements or obligations, to resolve disputes, to enforce our Terms or Privacy Policy and/or to enable Users to reinstate their Account, all as permitted under any applicable privacy laws.

Aggregate and/or anonymous information derived from your Account and/or use of the Services may remain on our servers indefinitely.

9. Our Commitment to Data Security

We take reasonable physical, managerial and technical measures to maintain the security and integrity of our Users' information and Services and prevent unauthorized access or use through generally accepted industry standard technologies and internal procedures.

To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity when you log-in to your Account and/or our Services. You are responsible for maintaining the secrecy of your unique password and Account information at all times.

The Personal Information maintained by RUMBLEON is contained behind secured networks and facilities and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential.



Sensitive financial information such as credit card information is encrypted via Secure Socket Layer (SSL) technology prior to transmission over the Internet. **IT IS HEREBY MADE CLEAR THAT RUMBLEON DOES NOT COLLECT OR STORE USERS' CREDIT CARD INFORMATION. THIS INFORMATION IS IMMEDIATELY TRANSFERRED TO RUMBLEON'S THIRD PARTY PAYMENT PROCESSORS (INCLUDING ROUTEONE) AND DELETED BY RUMBLEON.**

We implement a variety of security measures when our Users enter, submit, or access their information in order to maintain the safety of our Users' Personal Information, including, for example, the use of Microsoft Azure Cloud servers which provide advanced strict security standards.

If we learn of a security breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. We may post a notice on our Services if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

Please note, however, that there are inherent risks in transmission of information over the Internet or other methods of electronic storage and we cannot guarantee that unauthorized access or use of your Personal Information will never occur. **WE WILL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS, HACKING, OR OTHER SECURITY INTRUSIONS OR THE THEFT, DELETION, CORRUPTION, DESTRUCTION, DAMAGE, OR LOSS OF ANY DATA OR INFORMATION.**

10. Direct Marketing and Advertisements

Direct Marketing: You hereby agree that we may use the contact details you provided us with for the purpose of offering you products or services which may interest you, or send to you other marketing materials. You may withdraw your consent by sending us a notice to the following email: service@RumbleON.com or alternatively following the opt-out instructions for removing yourself from our mailing list which are available in the commercial materials transmitted to you.

Advertisements: When using our Services, you may receive or be exposed to advertisements and commercials from third party advertisers and/or our authorized service providers and/or vendors. By clicking the advertisements or commercials you may be transferred to a website of an advertiser or receive any other messages, information or offers from the advertiser and/or from others. Note that if you click on any of these advertisements, these advertisers may use web-tracking technologies to collect data regarding advertisement performance, your interaction with such ads and your interests (which may include, Non-personal and/or Personal Information about you) in order to serve you advertisements and for the legitimate business interests of such third parties' ad networks. We recommend that you review the terms of use and privacy policy of any advertiser with which you are interacting, since their privacy policy, not ours, will apply to any of those interactions.

11. Third Party Service Providers

We may be using third party software or service in order to collect, host, store and/or process information. We use commercially reasonable efforts to engage with third parties that post a privacy policy governing their collection, processing and use of Non-personal and Personal Information. Such third party service providers include, without limitation: Microsoft Azure, whose privacy policy can be found at <http://azure.microsoft.com/en-us/support/trust->



[center/privacy/](#); Google Analytics, whose privacy policy can be found at www.google.com/policies/privacy/partners/, and <http://www.google.com/intl/en/analytics/privacyoverview.html>; and RouteOne, whose privacy policy can be found at <https://www.routeone.com/terms-conditions>. We do not control third party service providers. Please read their terms of use and privacy policies to better understand their privacy practices.

12. **Links to Third Party Websites or Services**

One or all of the RUMBLEON Services may contain links to non-RUMBLEON websites or services for your convenience only; they are not under our control and we do not endorse or assume any responsibility for their content, information or functionality. Your access or use of any non-RUMBLEON websites or services or reliance upon their content is at your own risk. Most of the linked sites or services provide legal documents, including terms of use and privacy policy, governing their use. The information they collect about you should be specified in such documents.

13. **Cookies and Other Tracking Technologies**

When you access or use our Services, we or our third party service providers (including without limitation, Google Analytics) may use industry-wide technologies such as "cookies", local storage capabilities, or other similar technologies, which store certain local information on your computer and/or track User usage patterns ("**Tracking Technologies**"). These Tracking Technologies allow the collection of Non-personal Information and Personal Information (e.g. pages viewed by a User within a certain Service, the duration of the browsing, etc.). The Tracking Technologies enable, *inter alia*, automatic activation of certain features and make the User's experience and usage simpler, more relevant, convenient and effortless.

We and our third party service providers may use both session cookies (which expire once the User closes the browser) and persistent cookies (which stay on the User's browser and may be used by the browser on subsequent visits to the Service(s), unless deleted by the User).

Most browsers will allow you to erase cookies from your computer's hard drive or from your device, block acceptance of cookies, or receive a warning before a cookie is stored. In order to erase or disable the Tracking Technologies you may use the settings of your browser or mobile device. However, if you block or erase Tracking Technologies then our Services (and your User experience) may be limited.

14. **Changes to the Privacy Policy**

RUMBLEON reserves the right to make changes to its Privacy Policy at any time and for any reason, so please re-visit this page frequently. If RUMBLEON makes material changes to the Privacy Policy, then RUMBLEON will either notify you by email or by posting a notice on the Services. These changes will come into effect seven (7) days after such notice was provided on the Services or sent to you by e-mail, whichever is earlier. Otherwise, all changes are effective as of the date indicated at the top of this page ("Last Updated") and your continued use of the Service(s) after the indicated date will constitute acceptance to be bound by those changes. If the Privacy Policy must be amended in order to comply with any legal requirements, the amendments may take effect immediately or as required by law and without any prior notice.



RUMBLEON reserves the right to stop, temporarily or permanently, the operation of any and all Services without notice, at any time. All information (ours or yours) made available on the applicable Service may be removed or deleted and you are required to make your own copy of any information you submit to RUMBLEON. RUMBLEON will not be liable to you or to any third party for any changes, suspension, or discontinuance of the Service(s) or any malfunctions that may occur in connection thereto.

15. Got any Questions?

If you have any questions (or comments) concerning this Privacy Policy, please send us an email to the following address: service@RumbleON.com and we will make an effort to reply within a reasonable timeframe.

