

[Smart Haul Yield LLC]

Master Privacy Policy **and** Terms of Service

Effective Date: [MONTH DAY, YEAR]

Last Reviewed: [MONTH DAY, YEAR]

Important Notice – Please Read Carefully

This unified document sets out (i) how we collect, use, store and share personal information (the “**Privacy Policy**”), and (ii) the legally binding terms and conditions governing your access to and use of our transportation-management-system SaaS platform (the “**Service**”) (the “**Terms of Service**” or “**Terms**”).

Nothing herein constitutes legal advice. We strongly recommend that you obtain independent counsel to tailor these provisions to your specific jurisdiction(s), corporate structure and risk appetite.

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1 Privacy Policy

1.1 Scope & Purpose

This Privacy Policy explains how **[Smart Haul Yield]** (“**Company**,” “**we**,” “**us**,” or “**our**”) collects, uses, discloses and secures information relating to identified or identifiable individuals (“**Personal Information**”) when you (i) access or use the Service, (ii) visit our websites, or (iii) otherwise interact with us.

1.2 Definitions

- **Service** – Our cloud-hosted transportation-management-system (TMS) SaaS platform, mobile applications, APIs and related support services.
- **User** – A carrier owner, dispatcher, driver, shipper, broker or other end user that registers an account or is invited to access the Service.
- **Sensitive Personal Information** – Data such as Social Security Numbers, commercial driver-licence numbers, bank-account or loan details and precise geolocation.
- **Authorized Personnel** – Company founders, employees and vetted contractors who require access to Personal Information to operate, maintain or improve the Service and who are bound by confidentiality and data-processing agreements.

1.3 Information We Collect

Category	Examples	Source
Identifiers	Name, business email, phone, employer, government-issued ID numbers (e.g., SSN, CDL)	User-supplied forms & document uploads
Commercial & Financial Data	Rate confirmations, truck-loan agreements, insurance certificates	User uploads; integrated factoring providers
Usage & Device Data	IP address, browser type, access timestamps, clickstream, session recordings	Automatic collection via cookies & similar tech
Telematics / ELD Data	GPS coordinates,	Integrated ELD/telematics

Category	Examples	Source
(optional)	hours-of-service logs, engine diagnostics	providers
Support & Communications	Chat transcripts, emails, call recordings	User interactions with support team

We may also collect **aggregated** or **de-identified** data that is not reasonably capable of being associated with an individual.

1.4 How & Why We Use Information

- **Provide & Operate the Service** – create accounts, authenticate users, host and display uploaded documents.
- **Improve & Develop Features** – debug, conduct analytics, train algorithms for load-matching and route optimization.
- **Security & Fraud Prevention** – monitor, investigate and mitigate malicious or unauthorized activity.
- **Legal & Compliance** – maintain records required by FMCSA, IRS or other authorities; respond to lawful requests.
- **Marketing (limited B2B)** – send product-related messages or newsletters where permitted by law; you may opt out any time.

1.5 Legal Bases for Processing (EEA/UK GDPR)

We rely on one or more of the following legal bases: **contractual necessity**, **legitimate interests**, **consent** (e.g., marketing), and **legal obligation**.

1.6 Sharing & Disclosures

We do **not sell** Personal Information. We disclose it only: 1. **Service Providers & Sub-processors** – e.g., AWS, payment processors, analytics vendors – under written DPA & SOC 2 obligations. 2. **Business Transfers** – as part of any merger, acquisition or asset sale, subject to notice. 3. **Legal & Safety** – comply with subpoenas, enforce Terms, protect rights, property or safety of Company, Users or the public. 4. **With Your Consent** – e.g., integrations you enable with factoring, accounting or telematics tools.

A current list of sub-processors is available upon written request to [privacy@\[COMPANYDOMAIN\].com](mailto:privacy@[COMPANYDOMAIN].com).

1.7 Data Retention

We retain Personal Information for the **shortest feasible period** consistent with the purpose collected and our legal obligations, then delete or irreversibly anonymize it. Users may delete documents at any time; such content is purged from backups within 30 days.

1.8 Security Measures

- AES-256 encryption at rest; TLS 1.2+ in transit.

- Role-based access control; least-privilege principle.
- Annual SOC 2 Type II audit; ISO 27001 alignment.
- 24×7 infrastructure monitoring; quarterly penetration testing.
- Documented incident-response & data-breach notification plan.

1.9 International Transfers

Data is primarily stored in U.S. data centres. For EEA/UK transfers we rely on **EU Standard Contractual Clauses** and supplementary measures.

1.10 Your Privacy Rights & Choices

Depending on your location, you may have rights to **access, correct, delete, opt out of targeted advertising, data portability**, and **limit use of Sensitive Personal Information**. Submit requests via [privacy@\[COMPANYDOMAIN\].com](mailto:privacy@[COMPANYDOMAIN].com). We will verify your identity and respond within the timeframe required by applicable law.

1.11 Children

The Service is intended for commercial use by adults. We do not knowingly collect Personal Information from children under 13 (16 in the EEA). If you believe a child has provided data, contact us for prompt deletion.

1.12 Changes to this Privacy Policy

We will post any material changes here and update the “**Last Reviewed**” date. Where required, we will obtain your consent.

1.13 Contact

Privacy Officer, [COMPANY LEGAL NAME]
[STREET ADDRESS] • [CITY, STATE ZIP] • USA
Email: [privacy@\[COMPANYDOMAIN\].com](mailto:privacy@[COMPANYDOMAIN].com)
Phone: +1-[PHONE]

2 Terms of Service

2.1 Acceptance & Modification of Terms

By creating an account, clicking “I Agree,” or using any part of the Service, you accept these Terms. We may modify Terms on 30 days’ notice. Continued use after the effective date constitutes acceptance.

2.2 Eligibility & Authority

You represent that (a) you are at least 18 years old, (b) you have authority to bind the entity registering the account, and (c) neither you nor the entity appear on any U.S. or international sanctions list.

2.3 Account Creation, Security & Founder Access

- You must provide accurate information and keep it current.
- You are solely responsible for all activity occurring under your credentials.
- **Founder & Engineering Access** – You acknowledge that Authorized Personnel may access User Content (including uploaded documents) as reasonably necessary to (i) provide technical support; (ii) investigate security issues; or (iii) comply with law, subject to strict confidentiality obligations.

2.4 Licence Grant

We grant you a **limited, non-exclusive, non-transferable, revocable licence** to access and use the Service solely for your internal business purposes and in accordance with these Terms.

2.5 Subscriptions, Fees & Payment

Pricing and billing terms are specified in an order form or on the pricing page. Fees are due in U.S. dollars, net 30, and exclude taxes. Late payments accrue 1.5 % interest per month. We may suspend access for overdue accounts.

2.6 User Content

1. **Ownership** – You retain all right, title and interest in User Content.
2. **Licence to Company** – You grant us a worldwide, royalty-free licence to host, process, transmit, display and back-up User Content to provide and improve the Service.
3. **Legal Compliance** – You warrant that you have obtained all necessary consents and that uploading User Content does not violate any law, confidentiality duty or third-party right.
4. **Retention & Deletion** – Upon termination or request, we will delete User Content within 30 days except where retention is required by law or for legitimate dispute resolution.

2.7 Prohibited Conduct

You agree not to (a) misuse the Service to violate law, (b) upload malicious code, (c) reverse engineer or attempt to gain unauthorized access, (d) resell or sublicense without our written consent, or (e) use the Service to store child-exploitation material.

2.8 Third-Party Services & APIs

Integrations (e.g., ELD, factoring, accounting) are provided “as is” by third parties. Use is governed exclusively by their terms and privacy notices. We are not responsible for third-party failures.

2.9 Intellectual Property

All software, designs, trademarks and other proprietary materials are and remain the exclusive property of Company or its licensors. No rights are granted except as expressly stated.

2.10 Confidentiality

Each party must protect the other’s **Confidential Information** using industry-standard care and may disclose it only to personnel or advisors bound by confidentiality and only for the purposes permitted in these Terms.

2.11 Disclaimer of Warranties

The Service is provided “**AS IS**” and “**AS AVAILABLE.**” To the maximum extent permitted by law, we disclaim all warranties, whether express, implied or statutory, including merchantability, fitness for a particular purpose, title and non-infringement.

2.12 Limitation of Liability

To the fullest extent permitted by law: (a) neither party is liable for indirect, incidental, special, consequential or punitive damages, and (b) each party’s aggregate liability under these Terms will not exceed the amount paid or payable by you to us for the Service in the **twelve (12) months** preceding the claim.

2.13 Indemnification

You will defend, indemnify and hold harmless Company and its officers, directors and employees from and against any third-party claims arising out of (i) your misuse of the Service, (ii) your breach of these Terms, or (iii) User Content.

2.14 Term, Suspension & Termination

These Terms remain in force until terminated. Either party may terminate for convenience on 30 days’ written notice. We may suspend or terminate immediately for material breach, security risk or non-payment. Upon termination, your licence ends and Sections 2.6–2.16 survive.

2.15 Governing Law & Dispute Resolution

These Terms are governed by the **laws of the State of Delaware, USA**. Any dispute shall be resolved by **binding arbitration** in [County, State] under the ICC or AAA Commercial Rules.

The arbitral award is final and enforceable in any competent court. You waive any right to a jury trial or to participate in a class action.

2.16 Miscellaneous

- **Assignment** – Neither party may assign these Terms without the other’s prior written consent, except to a successor in a merger or asset sale.
- **Force Majeure** – Neither party is liable for failures caused by events beyond reasonable control.
- **Notices** – Legal notices must be in writing and deemed given when delivered by courier or email with confirmation.
- **Severability** – If any provision is unenforceable, the remainder remains in effect.
- **Entire Agreement** – These Terms (plus any duly executed order form) constitute the entire agreement, superseding all prior negotiations or agreements.
- **No Waiver** – Failure to enforce any provision is not a waiver.
- **Headings** – For convenience only and do not affect interpretation.

Questions or Concerns?

Email us at shytrucks@gmail.com or write to the address above. We aim to respond within two business days.