

## **North Jersey Truck Center Privacy Statement - 8/10/2020**

North Jersey Truck Center (NJTC) and its affiliates appreciate your interest in our products and services and your visit to its internet website [www.njtruck.com](http://www.njtruck.com). Your privacy is important to us and we want you to feel comfortable visiting our website and using our products and services. Protecting your privacy in the processing of your personal data is an important concern to which we pay special attention. This online privacy statement tells you about the information that NJTC may collect from you through the website and through your use of our products and services, how we use that information, and how you can opt out of certain uses of information we may collect. Please read this policy carefully to understand our policies and practices regarding your information and how we treat it. If you do not agree with our policies and practices, your choice is not to use our website, our products or our services. By using our services and accessing our website, you are consenting to the information collection and use practices described in this online privacy statement, as modified from time to time by us. If we decide to change this online privacy statement, we will post a new online privacy statement on our website and change the date at the top of the online privacy statement. Therefore, we encourage you to check the date of our online privacy statement whenever you visit this website for any updates or changes. Your continued use of this website, our products and services after we make changes is deemed acceptance of those changes. Our online privacy statement complies with the Daimler Data Protection Code of Conduct applicable for Daimler dealerships. Our website may include, however, links to other websites which are not covered by this online privacy statement. These websites have their own privacy and information security policies and terms and conditions. Please review the privacy policy and terms and conditions sections of such websites for additional details.

NJTC will not share or distribute any Customer Data to outside third-party companies. The use of information collected through NJTC is limited to the purpose of providing the service requested by the customer, including the improvement of services and products, and the development of new services and products. NJTC may use, access, and process information in order to provide the service, respond to support requests, prevent or address technical issues, carry out customer instructions, or comply with applicable law, in accordance with the relevant agreement between a customer and NJTC.

NJTC processes Customer Data under the direction of its Customers, and NJTC has no direct control or ownership of personal data provided by Customers. Customers are responsible for complying with any laws and regulations that require obtaining consent or providing notice and disclosure before sharing any data with NJTC.

If you are a user of any services provided by NJTC on behalf of a customer, your use of the services is governed by the rules and policies set by your organization. Please direct your concerns or privacy related questions to your employer. NJTC will forward all requests for the disclosure of personal information made by law enforcement or government officials to its customers unless otherwise required by law.

## **NJTC's Use and Collection of Information**

### **Information That We Collect**

NJTC uses the information we collect about you to provide you with NJTC websites, services, and support. For example, if you provide information to us in a "Contact Us" form, we will use your information to respond to the request and communicate with you. NJTC may use the contact information we collect from you and information about your activity on our websites to send you information that we believe may be of interest to you, such as product announcements, newsletters, educational materials, details on upcoming events and other marketing communications. We also use it to send administrative information, such as notices related to products, services, or policy changes.

We use certain third-party web analytics services, such as Google Analytics, to help understand how our websites and services are being used and to make improvements. Your information also may be used to personalize your experience on our websites. For more information on managing your choices in relation to cookies, you may visit the Cookies section of this Statement.

We may use your information to diagnose website technical problems, as well as to prevent, detect, mitigate, and investigate potential security issues, as well as fraudulent or illegal activity.

In some instances, we may combine the information you have provided to us with other publicly available information. We may also purchase data from third parties and combine this with information we have already collected. We use this combined information to update, expand, and analyze our marketing leads; identify new customers; and create more tailored advertising.

Your web browser may have settings that allow you to transmit a "Do Not Track" signal when you visit various websites or use online services. Similar to other websites, our website is not designed to respond to "Do Not Track" signals received from browsers.

Some specific features that require you to provide information to DTNA are described in detail below:

You may be asked to participate in surveys about your experience with the NJTC website. When participating in surveys, any information you provide in the comments field will be shared with us, so please do not include any sensitive personal information or other information you do not wish to share.

### **Placing an Order**

When you place an order for parts using the NJTC website, you are required to provide information necessary to fulfill that order, including your name, address, phone number, and

payment information. We use a third-party service to process orders, deposits, and payments. For more information, please review the "Information Sharing" section of this Privacy Statement.

### **Information Collected From Third Parties**

We also obtain information about the traffic and usage of the NJTC website and services from third parties such as Google. These third parties use cookies and other tracking technologies to capture information about your interactions with the NJTC website. NJTC does not have control over the information that is collected, used, and shared by these third parties, though NJTC may combine this information with information you provide to us. We encourage you to review the privacy statements of these third parties to understand their privacy practices.

### **Information Sharing**

NJTC may share information with its affiliates, and third party service providers or vendors that NJTC contracts with in order to provide services on your behalf. These third party service providers and vendors may use information we provide them only as instructed by NJTC.

### **Placing an Order**

We use a third party service provider to manage our purchases through our website and to manage payments when you make purchases. Information you provide when making online purchases is collected by our third party service providers (eBay) so that your payment can be processed and your order can be fulfilled.

Aside from the instances described above, we will only share your personal information: to comply with the law; to respond to claims; to comply with legal process served on NJTC or our subsidiaries (e.g., a lawful subpoena, warrant, or court order); to enforce or apply our policies or agreements; (including to bill and collect payments); to protect and defend our rights or property or that of our customers, employees, visitors, or the public; in connection with a business transfer, sale, liquidation, or merger; and if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure; with your consent.

### **Children's Online Privacy Protection Act (COPPA)**

The NJTC website and services are neither designed for nor targeted to children under the age of 13. If you are under the age of 13, do not provide your personal information through the NJTC website. If you believe your child has impermissibly provided us with their personal information, please contact us, so that we can identify and delete their information.

### **Security**

We use commercially reasonable administrative, technical, and physical safeguards to protect personal information collected through the NJTC website.

## **Contact Us**

If you have comments, questions, or concerns about this Privacy Statement or about NJTC's collection, use, or disclosure of your personal information, or if you would like to make a request to review or update your personal information, please contact us.

Email: [info@njtruck.com](mailto:info@njtruck.com)

Phone: 1-800-NJ-TRUCK

Mailing Address:

North Jersey Truck Center

236 Route 46 East, Saddle Brook, NJ 07663

## **Updates**

NJTC may update or change this Privacy Statement from time to time and without prior notice to you. The top of this Privacy Statement will indicate when it was most recently updated.

## **Privacy Statement Revisions**

A revised online privacy statement will only apply to data collected subsequent to its effective date on this version of our website. Any revisions will be posted at least seven days prior to its effective date.

## **Use of Non-Personal and Aggregate Information**

We may use non-personal and aggregate information to better design our website and share with our marketing and advertising agencies.

## **Tracking Technologies**

The NJTC website uses cookies to personalize and control access to content, to provide social media features and to analyze our website traffic. Cookies are small text files that can be used by websites to make a user's experience more efficient. We also share information about your use of our website with our social media and analytics partners who may combine it with other information that you've provided to them or that they've collected from your use of their services. You consent to our cookies if you continue to use our website.

The law states that we can store cookies on your device if they are strictly necessary for the operation of this website. For all other types of cookies we need your permission.

The NJTC website uses different types of cookies. Some cookies are placed by third party services that appear on our pages.

## **CALIFORNIA SUPPLEMENT TO PRIVACY STATEMENT (CALIFORNIA RESIDENTS)**

This California Supplement to the Privacy Statement supplements the information contained in NJTC's Privacy Statement above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). NJTC has adopted this notice to comply with the California Consumer Privacy Act of 2018 (CCPA). Any terms defined in the CCPA have the same meaning as in the CCPA when used in this notice.

### **Information NJTC Collects**

As more fully explained in the Privacy Statement above, this website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, the website has collected the following categories of personal information from its users within the last twelve (12) months:

#### **Category A: Identifiers**

Examples: A real name, Internet Protocol address, email address, or other similar identifiers.

Collected: YES

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Examples: A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

Collected: YES

Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Collected: NO

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, such as:
  - Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
  - Personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

NJTC collects the categories of personal information listed above from the following types of sources:

- Directly from you. For example, from forms you complete on the website.

### **Use of Personal Information**

NJTC may use, or disclose the personal information it collects for one or more of the following business purposes:

- To fulfill or meet the reason your information was provided to NJTC. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, NJTC or any third party vendors with which it contracts will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, NJTC, through the third party payment service with which it contracts, will use that information to process your payment and facilitate delivery. NJTC may also save your information to facilitate new product orders or process returns.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve NJTC's responses.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- NJTC will not collect additional categories of personal information or use the personal information NJTC has collected for materially different, unrelated, or incompatible purposes without providing you notice. Such notice may be provided by changes to this privacy statement.

### **Sharing Personal Information**

NJTC may disclose your personal information to a third party for a business purpose. When NJTC discloses personal information for a business purpose, NJTC enters a contract that

describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

NJTC shares your personal information with the following categories of third parties: payment processing companies, third party service providers necessary for providing services requested by you, and companies that manage NJTC's website.

### **Disclosures of Personal Information for a Business Purpose**

In the preceding twelve (12) months, NJTC has disclosed personal information for the purpose of managing its websites.

NJTC does not sell personal information.

### **Your Rights and Choices**

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### **Access to Specific Information and Data Portability Rights**

You have the right to request that NJTC disclose certain information to you about its collection and use of your personal information over the past 12 months. Once NJTC receives and confirms your verifiable consumer request, NJTC will disclose to you:

- The categories of personal information NJTC collected about you.
- The categories of sources for the personal information NJTC collected about you.
- NJTC's business or commercial purpose for collecting personal information.
- The categories of third parties with whom NJTC shares personal information.
- The specific pieces of personal information NJTC collected about you (also called a data portability request).
- If NJTC disclosed your personal information for a business purpose, NJTC will also disclose:
  - for disclosures for a business purpose: a list identifying the personal information categories that each category of recipient obtained.

### **Deletion Request Rights**

You have the right to request that NJTC delete any of your personal information that NJTC has collected and retained, subject to certain exceptions. Once NJTC receives and confirms your verifiable consumer request, NJTC will delete (and direct our service providers to delete) your personal information from its records, unless an exception applies.

NJTC may deny your deletion request if retaining the information is necessary for NJTC or its service provider(s) to:

- Complete the transaction for which NJTC or its service providers collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of NJTC's ongoing business relationship with you, or otherwise perform NJTC's contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with NJTC.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Exercising Access, Data Portability, and Deletion Rights**

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by sending us a message on the website. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows NJTC to reasonably verify you are the person about whom NJTC collected personal information or an authorized representative.
- Describe your request with sufficient detail to allow NJTC to properly understand, evaluate, and respond to it.

NJTC cannot respond to your request or provide you with personal information if NJTC cannot verify your identity or authority to make the request and confirm that the personal information relates to you. NJTC will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

### **Response Timing and Format**



NJTC makes reasonable efforts to respond to a verifiable consumer request within forty-five (45) days of its receipt. If NJTC requires more time (up to ninety (90) days), NJTC will inform you of the reason and extension period in writing. NJTC will deliver its written response by mail or electronically, at your option. Any disclosures NJTC provides will only cover the 12-month period preceding the verifiable consumer request's receipt. NJTC's response will also explain the reasons NJTC cannot comply with a request, if applicable. For data portability requests, NJTC will select a format to provide your personal information that is readily usable and should allow you to transmit the information from one entity to another entity without hindrance, specifically by electronic mail communication.

NJTC does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If NJTC determines that the request warrants a fee, NJTC will tell you why it made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

NJTC will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, NJTC will not:

- Deny you goods or services, unless the deletion of your personal information prevents NJTC from providing such goods or performing such services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services, unless the deletion of your personal information prevents NJTC from providing you with the same level or quality of goods or services as it does for customers whose personal information has not been deleted.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services, unless the deletion of your personal information would prevent NJTC from providing you with the same level or quality of goods or services as it does for customers whose personal information has not been deleted.

However, NJTC may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive NJTC offers will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

### **Changes to NJTC's California Privacy Notice**

NJTC reserves the right to amend this privacy notice at its discretion and at any time. When NJTC makes changes to this privacy notice, it will post the updated notice on the website and update the notice's effective date. Your continued use of the website following the posting of changes constitutes your acceptance of such changes.

## **Contact Information**

If you have any questions or comments about this Privacy Statement, the ways in which NJTC collects and uses your information, your choices and rights regarding such use, or wish to exercise your rights under California law, please contact NJTC.

Email: [info@njtruck.com](mailto:info@njtruck.com)

Phone: 1-800-NJ-TRUCK

Mailing Address:

North Jersey Truck Center

236 Route 46 East, Saddle Brook, NJ 07663

## **Copyrights**

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## **Trademarks**

Unless otherwise indicated or known to be the marks of others, all marks such as trademarks, service marks and logos displayed on the NJTC website are the registered or unregistered marks of Daimler Trucks North America, including without limitation each of Daimler Trucks North America's brands, its model name plates, and its corporate logos and emblems. Nothing contained in our NJTC website should be construed as granting any license or right to use any mark or other intellectual property of Daimler Trucks North America or of any other party displayed on our website. The unauthorized use of any mark or other content displayed on any Daimler Trucks North America website is strictly prohibited.

## **No Warranties or Representations**

INFORMATION ON THIS WEBSITE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT WILL NORTH JERSEY TRUCK CENTER BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THIS WEBSITE, OR ANY OTHER HYPERLINKED WEBSITE, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR

INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

While we use reasonable efforts to include accurate and up to date information on our website, the information may contain factual or typographical errors, and North Jersey Truck Center makes no warranties or representations as to the accuracy of such information. The information contained on our website may be changed at any time without prior notification or obligation.

### **Detroit Assurance**

Detroit Assurance® suite of safety systems is intended as an aid for an alert and conscientious professional driver. It should not be relied upon to operate the vehicle and is not a substitute for safe, normal driving procedures, nor will it compensate for driver impairment, such as drugs, alcohol, or fatigue. The Detroit Assurance suite of safety systems may not work as intended under all conditions and may be affected by weather, road and traffic conditions. Failure to drive safely and use the systems properly could result in personal injury and/or death and severe property damage. Please consult the Driver's Manual for the vehicle for additional limitations and details.

### **Do Not Track (DNT)**

As there is not yet a common, industry accepted standard for DNT, we currently do not respond to DNT signals.

### **Material Release and Consent**

1. I hereby grant to NJTC and its, subsidiaries, affiliates, agents, advertising or promotional agencies, and partners and their officers, directors, agents, employees, representatives, successors and assigns (collectively, the "Authorized Parties"), the absolute and irrevocable right and permission to copyright, use, publish, reproduce, and distribute in whole or in part the materials I submitted via one of NJTC's social media channels (the "Materials"), in all forms and media now known or hereafter devised, and in all manners, for editorial, advertising, art, or promotional purposes, or for any other lawful purpose whatsoever, world wide and in perpetuity, without restriction and without additional compensation:

2. I release, and hereby agree to indemnify, defend, and hold harmless the Authorized Parties from any and all claims that I, or any third party, may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out of the use, exploitation, reproduction, adaptation, distribution, broadcast, performance or display of the Materials. I further agree to indemnify, defend, and hold harmless the Authorized Parties from and against any lawsuit or cause of action against the Authorized Parties based upon, arising out of, or otherwise relating to the Materials, including without limitation, any cause of action relating to copyright infringement.

3. I understand and agree that NJTC is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Materials or anything derived therefrom will be owned solely

by the Authorized Parties, and that I will have no right of approval or inspection of the interim or final product that may be produced. I understand, acknowledge and agree that I shall have no claim (including, by way of example but without limitation, claims for compensation of any kind or claims based upon invasion of privacy, defamation, copyright or right of publicity) arising out of any use, alteration, distortion, digitization, modification or illusionary effect or use in any composite form of the Materials.

4. I am of legal age and have read and consent to the terms of this Release and Consent.