

ITACO
LOCATION SERVICES

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ITACO provides an online platform whereby Users can connect with Providers who offer towing, roadside assistance and other services.

PLEASE REVIEW THE FOLLOWING CAREFULLY SO THAT YOU UNDERSTAND THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, THEN YOU ARE INSTRUCTED TO IMMEDIATELY INFORM US AND NOT IN ANY CIRCUMSTANCES USE ANY OF ITACO PLATFORM OR GIVE US ANY OF YOUR INFORMATION OR CONTINUE WITH THE SERVICES.

ITACO provides Location Services that may enable your location to be determined by cellular mobile network or via Global Positioning Satellite service. Location Services are an integral part of ITACO's Platform, enabling ITACO to know your current location in order to connect ITACO Service Providers -- with Users requiring services in your vicinity. Additionally, it gives ITACO the ability to provide Users with timely and accurate estimated time of arrivals ('ETA') once you have been awarded a job. Enabling Location Services allows ITACO to verify your location, deliver relevant job offers based on your location, and share your location as part of the Services we offer.

ITACO will request your permission to obtain your location via your mobile phone, so that Service can be provided. Permission is obtained via allowing GPS coordinates access, described below:

By installing [ITACO ASSIST](#) or [ITACO PROVIDERS](#) you agree to ITACO Terms & Conditions herein and associated Privacy Policy. You also agree to the following as it pertains to specific usage from your Cellular Provider:

Important Message about your Cellular Provider

This is not a Cellular Provider application. If you use this application, it may require your Cellular Provider to disclose your customer information, including Mobile Phone Location Information, to the application provider or some other third party. By providing your consent, you authorize your Cellular Provider to disclose your information to third parties to enable this application. Check the application's terms of use and the policies for more information about how the application will collect, access, use or disclose your information.

Terms of use and other policies usually are available on the application provider's website. If you aren't comfortable with the application's policies, don't use it.

You acknowledge and agree that (1) your relationship with the application provider is separate from your relationship with your Cellular Provider; (2) your Cellular Provider is not responsible for this application; and (3) you will hold harmless your Cellular Provider and its subsidiaries, affiliates, officers, employees, agents, successors and assigns from any judgments, claims, actions, losses, liabilities or expenses arising from or attributable to this application or the acts or omissions of the application provider.

You acknowledge that text messages are distributed via third-party mobile network providers and therefore ITACO cannot control certain factors relating to message delivery. You acknowledge that, depending on your mobile provider service, it may not be possible to transmit the text message to the recipient successfully. ITACO is not responsible for incomplete, lost, late, or misdirected messages, including (but not limited to) undelivered messages resulting from any form of filtering by your mobile carrier or service provider.

A. Protecting your Privacy

Throughout the process of performing a service for ITACO Users, ITACO will receive updates on your location only as frequently as is necessary in order to keep ITACO Users updated on your location and ETA. ITACO shall retain this location data as part of the record of service for no more than 1 year.

ITACO may periodically request your location when you are not in the process of providing Services to a User in order to try to connect nearby Users with you through ITACO Platform. ITACO keeps data regarding your location when not providing Services to a User only for as long as necessary to identify you as a nearby candidate for Services to other Users, and for no more than 60 days.

For additional information regarding our use of information collected through ITACO Platform, please refer to our Privacy Policy [HTTP://WWW.ITACO-TPA.COM/PRIVACY-POLICY/](http://www.itaco-tpa.com/privacy-policy/), [HTTP://WWW.ITACORSA.COM/PRIVACY-POLICY/](http://www.itacorsa.com/privacy-policy/) and [HTTP://WWW.ITACOPROVIDERS.COM/PRIVACY-POLICY/](http://www.itacoproviders.com/privacy-policy/)

B. No Guarantee

You accept that the service accuracy of the location information can vary depending on the user's situation (physical location, cellular reception, etc.)

C. Sharing of Information

By opting-in to Location Services, you agree to be located and provide consent for the mobile operator to release your location information to ITACO for the provisions of Location Services described herein. ITACO does not share information regarding your location with any Third Party unless the service on which you've agreed to be located is specifically requested by that same Third Party or as may be required under legal or regulatory requirements. In such cases, ITACO may provide that specific Third Party your location on a map only as it pertains to and only for the duration of the service on which you've agreed to be located.

D. LIMITATION ON LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ITACO, ITS PARENT,SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ITACO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES, OR ANY OTHER MATTER RELATING TO THE SERVICES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

E. Contact Us

If you have any questions or concerns about ITACO and its services, you may contact ITACO by emailing info@itaco-tpa.com or by calling us.

F. Changes to these Terms & Conditions

ITACO may change these Terms & Conditions periodically. If we make significant changes in the way we treat your information in regards to Location Services, we will provide you notice through the Services or by some other means, such as email. Your continued use of the Services after such notice constitutes your consent to the changes.