

SureRoad Privacy Policy

Last Updated: April 9, 2026

1. Introduction

This Privacy Policy (“Policy”) describes how SureRoad, Inc., a Delaware corporation (“SureRoad,” “we,” “our,” or “us”), collects, uses, shares, and retains information from users of the SureRoad navigation application and related services (collectively, the “Service”). This Policy applies to all users of the Service, including free-tier and paid-tier users, regardless of geographic location.

By using the Service, You consent to the practices described in this Policy. If You do not agree with this Policy, please do not use the Service. This Policy is incorporated by reference into the SureRoad Terms of Service. Capitalized terms not defined in this Policy have the meanings assigned to them in the Terms of Service.

SureRoad reserves the right to update this Policy from time to time. If we make material changes, we will notify users by posting the updated Policy within the application and updating the “Last Updated” date above. Your continued use of the Service after any changes constitutes your acceptance of the revised Policy.

2. Information We Collect

We collect information in three categories: information you provide directly, information collected automatically during your use of the Service, and information generated through your use of the Service.

2.1 Information You Provide Directly

Phone Number. During account setup, we may ask for your phone number. Providing your phone number is optional; you may skip this step and still use the Service. If provided, your phone number may be used for account verification, to communicate with you regarding the Service, and to restore your account data across devices (for example, if you switch to a new device or reinstall the application, your phone number allows us to associate your existing account data with the new installation). If you delete your account, the association between your phone number and your account data is permanently severed and your account data is deleted. Your phone number cannot be used to restore any previously deleted account or data.

Name. You may optionally provide your first name and last name to personalize your account. Providing your name is not required to use the Service.

Email. You may optionally provide your email address, which may be used by SureRoad to provide updates on the Service, respond to support inquiries, and communicate important

information regarding your account. Providing your email address is not required to use the Service. If provided, your email address is stored on our servers and associated with your account. You may remove your email address from your account at any time through the application's settings.

Routing Profiles. The Service allows you to create and save routing profiles that reflect your driving preferences. Routing profile information may include the type of vehicle you drive, your road preferences (such as types of roads you prefer or wish to avoid), specific locations or roads you favor or dislike, and the reasons for those preferences. Routing profiles are stored on our servers to enable the Service to generate routes tailored to your preferences.

Saved and Shared Routes. When you save or share a route, we store the start and end points of the route, the graph weighting parameters used to calculate the route, and the route itself on our servers. Shared route information will be made accessible via a public link as a webpage describing the route. This information is associated with your account.

Favorited Locations and Recent Destinations. The Service stores your favorited locations, recent destinations and route origins on your device to improve your navigation experience. This information may be used by our backend to resolve your routing request and provide context for an active routing session but will not be retained by our backend for more than 24 hours. If you clear this information within the application, it will disappear from the application immediately.

2.2 Information Collected Automatically

Location Data. When you use the Service, we collect location data from your device, including precise GPS coordinates, coarse location, speed, heading, and altitude. Location data is collected through your device's location services, which require your permission through your device's operating system settings. Location data is essential to the core functionality of the Service, including navigation, route generation, and route tracking. If you revoke location permissions, the Service will not be able to provide navigation functionality.

Accelerometer and Motion Data. By default, the Service collects accelerometer and other motion sensor data from your device during navigation sessions. This sensor data is used to assess and improve the accuracy of road characteristic and attribute information in our database. Accelerometer data is associated with the type of vehicle being driven, the timespan during which it was collected, and GPS coordinates where it was collected. The data is stored with a randomly generated session identifier that is not linked to any user. As a privacy-protective measure, the Service does not collect accelerometer data within approximately one mile of your route's start point or within approximately one mile of your route's destination, to prevent potential inference of your home, workplace, or other personal locations from sensor data patterns. You may opt out of accelerometer data collection entirely at any time through the navigation settings tab of the settings page, accessible from the main map screen.

Device Information. We automatically collect certain technical information about your device, including device model, operating system type and version, application version, device identifier (identifier for vendor), language and locale settings, and time zone. This information is used to ensure the Service functions properly on your device, to diagnose technical issues, and to improve the Service. The third-party authentication provider used for account management also assigns a User ID linked to your account.

Usage and Analytics Data. The Service uses third party analytics tools to collect aggregated, non-personally-identifiable information about how users interact with the application. SureRoad receives this data only in aggregate form as provided by the analytics platform. This includes data such as aggregate screen views, session duration, feature engagement patterns, and crash reports. SureRoad does not independently collect or store personally identifiable usage logs.

Third-Party Map and Navigation Provider Data. The Service integrates a third-party map and navigation provider whose SDK collects and transmits data directly to the provider's own servers, where it is processed under the provider's own Privacy Policy and Data Processing Addendum, independently of SureRoad's data handling practices. When you use mapping or navigation features, the provider's SDK collects: precise and coarse GPS coordinates, speed, heading, and altitude; a vendor-scoped device identifier (a non-advertising UUID assigned by your device's operating system, scoped to this app developer) and a rotating session identifier that resets every 24 hours; device information including hardware model, operating system version, screen resolution, and network connectivity status; map interaction events including gesture type, zoom level, and coordinates; and navigation lifecycle events recording when trips start, are completed, cancelled, or rerouted.

Third-Party Map Provider Traffic and Map Data. A primary purpose of the map and navigation provider's data collection is improving its mapping and traffic services. Location, speed, and heading data gathered during your navigation sessions is used by the provider to build road speed profiles, model traffic conditions, detect turn restrictions, identify road changes, and improve routing accuracy. This data use is independent of SureRoad and governed solely by the provider's own data handling policies. The provider anonymizes location data by removing trip origin and destination points and segmenting traces so they cannot be reassembled across sessions, and does not use this data for targeted advertising. You may opt out of this data collection at any time as described in Section 6.

Search History. When you search for destinations within the Service, the third-party map and search provider may collect and retain search history for product personalization purposes, in accordance with its own data handling practices.

Crash and Diagnostic Data. The Service integrates a third-party crash reporting provider that collects crash data when the application encounters errors, and third-party analytics providers that

collect performance and other diagnostic data. This data is used to identify technical issues and improve Service stability.

2.3 Information Generated Through Use of the Service

AI Conversation Data. When you interact with the Service's AI features, including the in-route AI assistant, the content of your interactions (including your messages, queries, location context, and the AI's responses) is processed in real time to generate responses. By accepting the SureRoad Terms of Service, you provide explicit consent to the processing and transmission of your conversation data to the third-party AI provider as described in this Section. Conversation data is retained by SureRoad to improve the accuracy of the service. As described in Section 4 below, conversation data is transmitted to a third-party AI provider for processing, and that provider may retain such data for a limited period in accordance with its own data handling policies.

Route Summaries and Descriptions. The Service's AI generates summaries and descriptions of routes. For routes that you save, an AI-generated summary of the route is stored alongside the route record on our servers so that it can be displayed to you when you view your saved routes. For routes that you do not save, AI-generated summaries are produced in real time and are not retained after the session ends.

Road Condition Reports. The Service provides an in-route button that allows users to report road conditions (such as a bumpy road). When you submit a road condition report, the Service records a user account identifier, the type of report, the user's geolocation at the time of the report and a timestamp of the report time. Once a report is verified or rejected or after 60 days (whichever comes first), user account identifiers are removed from reports and are not linked to your user account, identity, device, or any other identifying information. These anonymous road condition reports are stored indefinitely to improve the accuracy of the Service's road data.

Voice and Audio Data. The Service may include voice-based interaction features that allow you to speak commands, queries, and road condition reports while using the Service. When you activate a voice feature by pressing the dedicated voice interaction button, your audio input is transmitted to a third-party speech processing provider, converted to text, enriched with conversation relevant annotations and metadata such as <pause>, and then processed in the same manner as text-based AI interactions as described in this Section. SureRoad does not store audio recordings after they have been converted to text. The resulting text transcript is treated as AI conversation data and is subject to the same retention practices described above. The third-party speech processing provider may retain audio data for a limited period in accordance with its own data handling policies.

3. How We Use Your Information

We use the information we collect for the following purposes:

Providing the Service. We use your location data, routing profiles, saved routes, and device information to provide navigation, generate routes, deliver AI-generated route descriptions and recommendations, and enable the core features of the Service.

Improving Road Data Accuracy. We use accelerometer and motion sensor data to assess and improve the accuracy of road characteristic and attribute information in our database. This data is not linked to your identity and is used in a de-identified form to evaluate road surface quality, detect road characteristics, and refine route scoring.

Processing AI Interactions. We transmit your AI conversation data to a third-party AI provider to generate real-time responses to your queries and to power the Service's AI features. This data is used solely to deliver the AI functionality of the Service.

Improving the Service. We use usage data, device information, and de-identified sensor data to analyze how the Service is used, identify technical issues, develop new features, and improve existing functionality.

Communications and Account Continuity. If you have provided your phone number, we may use it to send you service-related communications, including account verification, important updates about the Service, and responses to your support inquiries. We also use your phone number to enable account continuity across devices, allowing you to restore your account data when you switch to a new device or reinstall the application. We will not use your phone number for marketing purposes without your separate consent.

Security and Fraud Prevention. We use information we collect to detect, prevent, and respond to security incidents, fraud, abuse, and violations of our Terms of Service.

Legal Compliance. We may use your information as necessary to comply with applicable laws, regulations, legal processes, or governmental requests.

4. How We Share Your Information

SureRoad does not sell your personal information. We share your information only in the following circumstances:

Third-Party AI Provider. To power the Service's AI features, we transmit conversation data, including your messages, location context, and related information, to a third-party AI provider through a secure application programming interface (API). This third-party provider processes the data to generate AI responses on our behalf. The provider receives this data under our commercial API agreement, under which the provider is contractually restricted in how it may use or retain the data. The provider may retain conversation data for a limited period as described in its own data handling policies. SureRoad does not control the provider's retention practices beyond the terms of our commercial agreement. SureRoad reserves the right to change its third-party AI provider at any time without notice.

Third-Party Speech Processing Provider. When you use voice-based interaction features, your audio input is transmitted to a third-party speech processing provider for conversion to text. The speech processing provider may retain audio data for a limited period in accordance with its own data handling policies. SureRoad reserves the right to change its third-party speech processing provider at any time without notice.

Infrastructure and Service Providers. We use third-party service providers to host and operate the Service, including cloud infrastructure providers, mapping service providers, and analytics tools. These providers may have access to your information solely to the extent necessary to perform services on our behalf and are contractually obligated to protect your information and use it only for the purposes for which it was disclosed.

Search Providers. When you search for destinations within the Service, your search queries are transmitted to third-party search providers to return location results. These queries are made through SureRoad's service accounts and are not associated with your personal identity. The search providers receive the query as a request from SureRoad, not from you individually.

Legal and Regulatory Disclosure. We may disclose your information if required to do so by law, regulation, legal process, or governmental request, or if we believe in good faith that disclosure is necessary to: (a) comply with legal obligations; (b) protect and defend the rights or property of SureRoad; (c) prevent fraud or other illegal activity; or (d) protect the personal safety of users or the public.

Business Transfers. In the event of a merger, acquisition, reorganization, sale of assets, or bankruptcy, your information may be transferred to the acquiring entity or successor. We will notify users of any such transfer through the application or by other reasonable means.

Aggregated and De-Identified Data. We may share aggregated or de-identified data that cannot reasonably be used to identify you. For example, we may share aggregate statistics about road

conditions derived from sensor data. Such aggregate data is not considered personal information under this Policy.

5. Data Retention

We retain your information for as long as necessary to fulfill the purposes described in this Policy, unless a longer retention period is required or permitted by law. Specific retention practices are as follows:

Effect of Account Deletion. Upon account deletion, SureRoad deletes all personal information associated with your account, including your phone number, name, routing profiles, saved routes, saved route summaries, favorited locations, and recent destinations. This deletion process is completed within sixty (60) days, which accounts for the time required for residual backup and disaster recovery processes to cycle through. After this period, no personal information associated with your account is retained by SureRoad. De-identified data that is not linked to your account, such as processed accelerometer data associated only with vehicle type and collection timespan, road condition reports, and de-identified shared route pages, is not affected by account deletion because it cannot be used to identify you.

Account Information. Your account information (phone number, name, routing profiles, saved routes) is retained for as long as your account is active. When you delete your account, we will delete or de-identify your account information within a reasonable period, subject to our backup and disaster recovery processes, which may take additional time.

Favorited Locations and Recent Destinations. Favorited locations and recent destinations and origins are retained on your device for as long as the application is installed. If you clear this information within the application, it is removed from the application. Upon account deletion, this data is deleted in accordance with the account deletion process described above.

AI Conversation Data. Conversation data from AI interactions, including text transcripts derived from voice interactions is retained for up to twenty-four (24) months to improve the accuracy of the service. Users who delete their accounts or request conversation data deletion (by emailing support@sureroad.com) will be processed within 72 hours. As noted in Section 4, the third-party AI provider may retain conversation data for a limited period under its own data handling policies.

Voice and Audio Data. Audio recordings from voice interactions are not stored by SureRoad after conversion to text. The third-party speech processing provider may retain audio data for a limited period in accordance with its own data handling policies.

Accelerometer and Motion Sensor Data. Raw accelerometer and sensor data, associated with vehicle type and session identifier is retained for up to twenty-four (24) months to allow for processing and incorporation into our road characteristic and attribute database. After processing, or upon expiration of the twenty-four-month retention period, raw sensor data is either deleted or

further aggregated into de-identified road quality metrics. Because accelerometer data is not linked to your user account or identity, it is not affected by account deletion. De-identified and aggregated road characteristic data derived from sensor processing is retained indefinitely, as it constitutes road attribute information that is not personal information.

Road Condition Reports. Account linked road condition reports (submitted via the in-route report button) are retained for up to 60 days. Once a report is verified or after 60 days user account identifiers are removed from reports. These deidentified reports are not affected by account deletion and are retained indefinitely. In the event of account deletion, account linked user reports will be deleted within 72 hours.

Location Data. Location data collected during navigation sessions is used in real time to provide navigation functionality and is not retained by SureRoad after the navigation session ends. Saved routes store route parameters (such as start and end points and graph weighting) but do not store raw GPS traces or location history from navigation sessions. The only context in which location-proximate data is retained is in conjunction with accelerometer data, as described above, which is not linked to your identity.

Device and Usage Data. Device information and usage data are retained for as long as necessary to fulfill the purposes described in this Policy, typically for the life of your account. Search history, map provider telemetry, crash data, and other diagnostic data collected by third-party provider SDKs are retained by those providers in accordance with their own retention policies and are not controlled by SureRoad.

Post-Deletion Retention. Following an account deletion request, personal information may persist in our backup systems for up to sixty (60) days as required by our backup and disaster recovery rotation schedules. After this period, all personal information associated with your account will have been deleted from all systems, including backups. De-identified and aggregated data derived from your use of the Service, such as road characteristic data derived from sensor data, road condition reports, and de-identified shared route pages, will not be deleted, as such data is not personal information and cannot be used to identify you.

6. Your Rights and Choices

You have the following choices regarding your information:

Phone Number. You may decline to provide your phone number during account setup, or you may remove your phone number from your account at any time through the application's settings.

Name. You may decline to provide your name, or you may update or remove your name from your account at any time through the application's settings.

Email. You may decline to provide your email, or you may update or remove your email from your account at any time through the application's settings.

Accelerometer Data. You may opt out of accelerometer data collection at any time through the application's settings menu. Opting out will not affect the core navigation functionality of the Service.

Third-Party Map Provider Telemetry. You may opt out of data collection by the third-party map and navigation provider at any time through the map attribution controls within the application. Opting out stops the provider's telemetry collection but does not affect SureRoad's own data practices or the navigation functionality of the Service.

Location Data. You may control the Service's access to your location through your device's operating system settings. Please note that disabling location access will prevent the Service from providing navigation functionality.

Account Deletion. You may delete your account at any time through the account management features within the application or by contacting SureRoad at support@sureroad.com. Account deletion will result in the removal of your account information, routing profiles, and saved routes, subject to the retention practices described in Section 5.

Data Access and Correction. You may request access to the personal information SureRoad holds about you, or request correction of inaccurate information, by contacting us at support@sureroad.com. We will respond to such requests within a reasonable period and in accordance with applicable law.

7. State Privacy Law Compliance

Residents of certain U.S. states may have additional rights regarding their personal information under applicable state privacy laws, including but not limited to the Connecticut Data Privacy Act (CTDPA), the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA), and similar laws enacted in other states.

Depending on your state of residence and the applicable law, you may have the right to: access the personal information we have collected about you; correct inaccuracies in your personal information; request deletion of your personal information; obtain a copy of your personal information in a portable format; and opt out of the processing of your personal information for certain purposes, including targeted advertising, the sale of personal information, and profiling in furtherance of decisions that produce legal or similarly significant effects. SureRoad does not sell personal information and does not use personal information for targeted advertising.

To exercise any of these rights, please contact us at support@sureroad.com. We will verify your identity before processing your request and will respond within the timeframes required by

applicable law. If we decline your request, we will inform you of the reason and any available appeal process.

SureRoad will not discriminate against you for exercising any of your privacy rights. You will not receive different pricing, a different quality of service, or a denial of service for exercising your rights under applicable state privacy law.

8. Children's Privacy

The Service is not directed at children under the age of sixteen (16). We do not knowingly collect personal information from children under 16. If we become aware that we have collected personal information from a child under 16, we will take steps to delete such information promptly. If you believe that we have inadvertently collected personal information from a child under 16, please contact us at support@sureroad.com.

9. Data Security

SureRoad implements reasonable administrative, technical, and physical security measures designed to protect your personal information from unauthorized access, disclosure, alteration, and destruction. These measures include encryption of data in transit, access controls, and secure server infrastructure. However, no method of transmission over the internet or method of electronic storage is completely secure, and we cannot guarantee absolute security. You are responsible for maintaining the security of your account credentials and for any activity that occurs under your account.

10. Third-Party Services

The Service relies on third-party services to deliver its functionality, including a third-party AI provider for AI features, a third-party speech processing provider for voice interaction features, cloud infrastructure providers for hosting and data storage, a cloud database service for storing account-related data such as favorited locations and recent destinations, a third-party crash reporting provider for crash and diagnostic data collection, analytics tools for understanding usage patterns and improving the Service, third-party search providers for destination search results, and mapping service providers for map data and rendering. These third-party services have their own privacy policies and data handling practices. While SureRoad requires its service providers to protect your information through contractual obligations, SureRoad is not responsible for the privacy practices of third-party service providers. We encourage you to review the privacy policies of any third-party services that you interact with.

Third-Party Data Protection. SureRoad requires all third-party service providers that process or receive user data in connection with the Service to maintain data protection standards consistent with this Privacy Policy and applicable law. For third-party providers that collect data directly

from users under their own published privacy policies, SureRoad confirms those policies provide protections consistent with the standards described in this Privacy Policy.

With respect to the third-party AI provider specifically: conversation data transmitted to the provider is sent through a secure API under SureRoad's commercial account. The provider processes this data to generate responses and may retain it for a limited period in accordance with its own terms of service and data handling policies. The provider does not use data received through SureRoad's commercial API to train its general-purpose AI models under its current commercial terms. SureRoad does not control and makes no representations regarding any future changes to the provider's data handling policies.

With respect to the third-party map and navigation provider specifically: data collected by the provider's SDK — including location, usage, and interaction data as described in Section 2.2 — is transmitted directly from your device to the provider's servers and is collected and used in accordance with the provider's Product Terms, Data Processing Addendum, and Privacy Policy. SureRoad does not receive or control this data. The provider's Privacy Policy is accessible through the map attribution controls within the application. You may opt out of the provider's data collection as described in Section 6.

11. Changes to This Policy

SureRoad reserves the right to update or modify this Policy at any time. If we make material changes to this Policy, we will notify users by posting the updated Policy within the application, updating the “Last Updated” date at the top of this Policy, and, where appropriate, providing additional notice through the application's user interface. Your continued use of the Service after the posting of changes constitutes your acceptance of the updated Policy. We encourage you to review this Policy periodically to stay informed about how we collect, use, and protect your information.

12. Contact Information

If you have any questions, concerns, or requests regarding this Privacy Policy or our data practices, please contact us at:

SureRoad, Inc.

Email: support@sureroad.com