



California
Road Charge

Public Private Roads Project

APPENDIX

B

Participant Agreement and Privacy Policy

Appendix was prepared to follow industry guidelines and standards for accessibility and usability to the extent feasible. If you have difficulty accessing content in this document, please contact Caltrans for assistance.

CALIFORNIA ROAD CHARGE 2023 PUBLIC / PRIVATE ROADS PILOT

Participant Agreement

- 1. Participation:** I am participating in the California Road Charge 2023 Public/Private Roads Pilot, a research project operated by the California Department of Transportation ("Caltrans") and its designees to explore the ability of geolocation technology to differentiate between public and non-public roadways while in use by a traveling vehicle, for the purpose of assessing a road charge for a seven-month period in 2023. Caltrans and its designees are herein referred to as the "Pilot Team".

I agree to participate in the pilot. I acknowledge that more information on the pilot can be found at: <https://caroadcharge.com/projects/public-private-roads-project/>

I will be assigned a Business Partner by the Pilot Team to manage my participant account, collect needed travel data, and assess simulated road charges. I will be assigned a Mileage Reporting Options ("MRO") to support the collection of needed travel data.

I will participate for the duration of the pilot, unless terminated earlier by the Pilot Team. The Pilot Team reserves the right to terminate my participation in the demonstration if I:

- Do not agree to the Participant Agreement
- Do not agree to additional Terms and Conditions presented by my Business Partner required to participate in the pilot;
- Do not complete the enrollment process and activate my assigned MRO within one (1) month of receiving the MRO;
- Tamper with a MRO; or
- Intentionally report false mileage data or other required information.

- 2. Enrollment:** I will receive and follow the instructions provided by the Pilot Team and Business Partner for completing the enrollment and onboarding process.

- 3. Reporting and Account Management:** I am responsible for establishing my pilot account, enrolling with the business partner (as directed by the Pilot Team), downloading any necessary applications (apps) or installing necessary hardware, and activating any required participant accounts within two weeks of receiving my pilot enrollment and onboarding instructions.

I am responsible for notifying the Pilot Team of any issues that may affect my participation in the pilot.

I understand that geolocation data related to my participant vehicle's driving travel will be captured by my assigned MRO when installed and active in the vehicle. Geolocation data is captured for the purpose of differentiating between public and non-public roadways within the State of California, as well as differentiating when the vehicle travels outside the State of California.

I will install and activate my assigned MRO in my participating vehicle, following instructions provided by the Pilot Team, and will keep the MRO installed and active in my participating vehicle for the duration of the pilot. If I must remove the MRO from my vehicle for any reason, such as for vehicle maintenance and repairs, I will promptly reinstall and activate the MRO when it is safe to do so.

Statements and Simulated Payments: I will receive monthly statements of my simulated road charge owed. I am not responsible for making actual road charge payments. I will follow instructions from my assigned Business Partner to simulate payment of my road charge. I am responsible for paying for any services needed to participate in and complete the pilot, such as cellular or internet services to access my participant account and any services required to maintain an operating vehicle to participant in the pilot. I acknowledge that I will not be reimbursed for these services by the Pilot Team or Business Partner.

- 4. Participation Incentives:** I understand that I may receive US dollar incentive payments for completing certain pilot participation activities through the duration of the pilot, up to a total incentive amount of \$250. Instructions for completing each eligible incentive activity will be provided to me, and it will be up to me to complete the described activity to earn the associated incentive dollar amount. Completed incentive activities are associated with a specific dollar amount, and incentive payments will be made monthly, no later than the tenth (10th) calendar day of the month

following complete of the incentive-eligible activity. The table below details the pilot participation activities eligible for incentives and their associated payout amounts (in US Dollars):

Incentive Eligible Activity	Payment
Complete Pilot Enrollment Activities and Activate Device	\$55
Month 1: Drive at least 20 Miles with Active Reporting Device	\$5
Month 1: Review Simulated Road Charge Statement	\$10
Month 2: Drive at least 20 Miles with Active Reporting Device	\$5
Month 2: Review Simulated Road Charge Statement	\$10
Month 3: Drive at least 20 Miles with Active Reporting Device	\$5
Month 3: Review Simulated Road Charge Statement	\$10
Month 4: Drive at least 20 Miles with Active Reporting Device	\$5
Month 4: Review Simulated Road Charge Statement	\$10
Month 5: Drive at least 20 Miles with Active Reporting Device	\$5
Month 5: Review Simulated Road Charge Statement	\$10
Month 6: Drive at least 20 Miles with Active Reporting Device	\$5
Month 6: Review Simulated Road Charge Statement	\$10
Complete Pre-Pilot Survey	\$25
Complete Post-Pilot Survey	\$25
Close Pilot Account & Return Device	\$55
Total:	\$250

I understand that employees of the California State Transportation Agency (CalSTA) or their subsidiary departments, or California elected officials, are not eligible to receive any pilot incentives. This includes employees of pilot project team prime and subcontractor organizations. CalSTA departments are listed here: <https://calsta.ca.gov/departments>

The Pilot Team will coordinate with me during the pilot to determine if I am eligible to receive pilot incentives, and how to provide paid incentives to me via electronic gift cards emailed to the email address on file for pilot participation.

5. **Opinion Research:** Over the course of the pilot, I will be asked by the Pilot Team to participate in two participant surveys. I will notify the Pilot Team members of any issues or conditions that may limit my participation in these surveys. Participation may include, but it is not limited to, providing opinions on road charge pilot services, providing opinions on road charge, assessing the performance of my pilot business partner and customer service entity, and providing unbiased feedback to Pilot Team members or their designees as to my participation in the California Road Charge 2023 Public/Private Roads Pilot.
6. **Account Closure:** Upon completion of the pilot, I will deactivate my participant account, and also return all pilot hardware, and close all pilot accounts in accordance with the terms of this Agreement. I will complete these activities no more than one month after the end of the pilot.
7. **Privacy and Protection of My Information:** My personally identifiable information is protected by the Pilot Participant Privacy Policy.
8. **Copy of this Agreement:** I may obtain a copy of this Participant Agreement at any time by submitting a request to the Pilot Team at info@caroadcharge.com.

CALIFORNIA ROAD CHARGE 2023 PUBLIC/PRIVATE ROADS PILOT

Privacy Policy

What is ‘Personally Identifiable Information’ and why is it needed?

Personally identifiable information (“personal information” or “PII”) is any information about a person which, on its own or when combined with other information, is reasonably capable of revealing the identity or activities of that person. Personal information includes items such as residential or mailing address, telephone number, email address, account numbers, geolocation or trip details, and similar information associated with a specific person.

All Pilot Participants will be asked to provide a minimal amount of personal information to the Pilot Team and/or Business Partners, as set forth in this Policy to accurately setup and manage accounts during the California Road Charge 2023 Public/Private Roads Pilot. Pilot Team members are contracted third-party research and business partners supporting Caltrans for this Pilot. No PII that is provided solely for the purposes of this pilot will be provided to or accessed by Caltrans or other State of California employees.

Collection and use of your personal information

The following personal information is needed to set up and properly manage your Road Charge Pilot account:

- Your first and last name
- Your email address
- Your telephone number
- Your residential zip code
- Your unique account number assigned by the Pilot Team and Business Partner to identify you as a participant in the Pilot
- Vehicle Year, Make, Model, and Fuel Type of the vehicle(s) you wish to enroll in the Pilot
- Vehicle Identification Number (VIN) for the vehicle(s) you wish enroll in the Pilot
- Your mailing address (street address, city, state, and postal zip code) to ship you a physical Mileage Reporting Option (“MRO”) plug-in device
- Your vehicle trip geolocation details collected from the physical MRO, used to calculate miles traveled and to differentiate between public and non-public roadways, as well as whether the vehicle travels outside the State of California

Additionally, you will be asked to provide some socioeconomic information for the Pilot Team to understand the stratification of pilot participants. You may opt-out of providing responses to any of the socioeconomic information by selecting “Prefer not to Respond”. Socioeconomic information that will be collected include:

- Age Range
- Household Income Range
- Gender Identity
- Ethnicity
- Education Level

Any socioeconomic information captured for the pilot will not be used to monitor or report attitudes or survey results from one individual participant.

Occasionally, we may use your personal information to contact you or send important notices about your pilot account, changes in the Road Charge 2023 Public/Private Roads Pilot, or changes to the Participant Agreement or this Privacy Policy.

Additional personal information may be collected and used by your assigned Business Partner, but only with your clear, express approval. If this situation applies to you, you will be provided with more detail about the

collection and use of your personal information by your assigned Business Partner during the enrollment and onboarding process.

Collection and use of non-personal information

We may also collect and use data that does not reveal the identity, activities, or contact details of any specific person. This non-personal information and data ("NPI") can be collected, used, transferred, and disclosed to third parties. Below are some examples of NPI and some examples of how NPI might be used:

- We may collect and share total aggregated miles driven from all participating vehicles living in a certain region of California, so that policymakers can better understand how a road charge might impact drivers differently, depending upon where they live.
- We may collect anonymized travel data (such as miles, fuel consumption, geolocation, and vehicle status information), to further analyze how vehicles travel in varying geographic regions within California.
- We may collect data on road charges calculated for varying vehicle makes and models, to gain insight into how a road charge system compares against the gas tax system.

None of the NPI will be reported on a single road user or vehicle. All information reported to third parties will be made anonymous (i.e., specific vehicle or road user information removed), and aggregated (i.e., combined with other road user and vehicle information for a given period of time).

Disclosure of personal information to Third Parties

In order to carry out the California Road Charge 2023 Public/Private Roads Pilot and achieve its objectives, we may make certain personal information available to authorized public agencies or private companies to provide services in support of the Pilot, to setup and manage your road charge account, to process your mileage reports, to activate and manage MROs and the resulting data, to provide participant support services, and to conduct participant customer service and surveys. Authorized third-party agencies and companies are legally required to adhere to this Privacy Policy and protect your personal information, and will not disclose any personal information once the pilot has concluded.

Your right to inspect your information and records

You have the right to view all of your personal information and data collected and stored as part of the California Road Charge 2023 Public/Private Roads Pilot to ensure only information and data you have authorized is being collected for the purposes of the pilot or some other lawful purpose. To view your information, please contact the Pilot Team or your assigned business partner.

Pilot Team:

info@caroadcharge.com

(833) 651 - 1281

Business Partner(s):

Contact information for your assigned Business Partner can be found in your enrollment and onboarding instructions.

If you notice anything in your personal information that seems to be a mistake, you may request a review and a prompt correction of any errors discovered will be made. You have the right to request the deletion of your personal information from pilot systems, at which time your participation in the pilot will be terminated.

Retention of your information and records

PII that is collected solely to setup and manage your road charge account, including mileage and other data collected during the pilot, will be destroyed 30 days after the conclusion of the California Road Charge 2023 Public/Private Roads Pilot and all pilot closeout activities. NPI may be retained indefinitely.

CALIFORNIA ROAD CHARGE 2023 PILOT WITH THE TOLL ROADS

Participant Agreement

- 1. Participation:** I am participating in the California Road Charge 2023 Pilot with The Toll Roads, a research project operated by the California Department of Transportation (“Caltrans”) and its designees to explore the ability of geolocation technology to differentiate between different types of roadways while in use by a traveling vehicle, for the purpose of assessing a road charge for a seven-month period in 2023. Caltrans and its designees are herein referred to as the “Pilot Team”.

I agree to participate in the pilot. I acknowledge that more information on the pilot can be found at: <https://caroadcharge.com/projects/public-private-roads-project/>

I will be assigned a Business Partner by the Pilot Team to manage my participant account, collect needed travel data, and assess simulated road charges. I will be assigned a Mileage Reporting Option (“MRO”) to support the collection of needed travel data.

I will participate for the duration of the pilot, unless terminated earlier by the Pilot Team. The Pilot Team reserves the right to terminate my participation in the pilot if I:

- Do not agree to the Participant Agreement
- Do not agree to additional Terms and Conditions presented by my Business Partner required to participate in the pilot;
- Do not complete the enrollment process and activate my assigned MRO within one (1) month of receiving the MRO;
- Tamper with a MRO; or
- Intentionally report false mileage data or other required information.

- 2. Enrollment:** I will receive and follow the instructions provided by the Pilot Team and Business Partner for completing the enrollment and onboarding process.

- 3. Reporting and Account Management:** I am responsible for establishing my pilot account, enrolling with the business partner (as directed by the Pilot Team), downloading any necessary applications (apps) or installing necessary hardware, and activating any required participant accounts within two weeks of receiving my pilot enrollment and onboarding instructions.

I am responsible for notifying the Pilot Team of any issues that may affect my participation in the pilot.

I understand that geolocation data related to my participant vehicle’s driving travel will be captured by my assigned MRO when installed and active in the vehicle. Geolocation data is captured for the purpose of differentiating between public and non-public roadways within the State of California, as well as differentiating when the vehicle travels outside the State of California.

I will install and activate my assigned MRO in my participating vehicle, following instructions provided by the Pilot Team, and will keep the MRO installed and active in my participating vehicle for the duration of the pilot. If I must remove the MRO from my vehicle for any reason, such as for vehicle maintenance and repairs, I will promptly reinstall and activate the MRO when it is safe to do so.

- 4. Statements and Simulated Payments:** I will receive monthly statements of my simulated road charge owed. I am not responsible for making actual road charge payments. I will follow instructions from my assigned Business Partner to simulate payment of my road charge. I am responsible for paying for any services needed to participate in and complete the pilot, such as cellular or internet services to access my participant account and any services required to maintain an operating vehicle to participate in the pilot. I acknowledge that I will not be reimbursed for these services by the Pilot Team or Business Partner.

- 5. Participation Incentives:** I understand that I may receive US dollar incentive payments for completing certain pilot participation activities through the duration of the pilot, up to a total incentive amount of \$250. Instructions for completing each eligible incentive activity will be provided to me, and it will be up to me to complete the described activity to earn the associated incentive dollar amount. Completed incentive activities are associated with a specific dollar amount, and incentive payments will be made monthly, no later than the tenth (10th) calendar day of the month following complete of the incentive-eligible activity. The table below details the pilot participation activities eligible for incentives and their associated payout amounts (in US Dollars):

Incentive Eligible Activity	Payment
Complete Pilot Enrollment Activities and Activate Device	\$50
Month 1: Drive at least 20 Miles with active reporting device	\$5
Month 1: Review Simulated Road Charge Statement	\$10
Month 2: Drive at least 20 Miles with active reporting device	\$5
Month 2: Review Simulated Road Charge Statement	\$10
Month 3: Drive at least 20 Miles with active reporting device	\$5
Month 3: Review Simulated Road Charge Statement	\$10
Month 4: Drive at least 20 Miles with active reporting device	\$5
Month 4: Review Simulated Road Charge Statement	\$10
Month 5: Drive at least 20 Miles with active reporting device	\$5
Month 5: Review Simulated Road Charge Statement	\$10
Month 6: Drive at least 20 Miles with active reporting device	\$5
Month 6: Review Simulated Road Charge Statement	\$10
Month 7: Drive at least 20 Miles with active reporting device	\$5
Month 7: Review Simulated Road Charge Statement	\$10
Complete Pre-Pilot Survey	\$20
Complete Post-Pilot Survey	\$25
Close Pilot Account & Return Device	\$50
Total:	\$250

I understand that employees of the California State Transportation Agency (CalSTA) or their subsidiary departments, or California elected officials, are not eligible to receive any pilot incentives. This includes employees of pilot project team prime and subcontractor organizations. CalSTA departments are listed here: <https://calsta.ca.gov/departments>

The Pilot Team will coordinate with me during the pilot to determine if I am eligible to receive pilot incentives, and how to provide paid incentives to me via electronic gift cards emailed to the email address on file for pilot participation.

6. **Opinion Research:** Over the course of the pilot, I will be asked by the Pilot Team to participate in two participant surveys. I will notify the Pilot Team members of any issues or conditions that may limit my participation in these surveys. Participation may include, but it is not limited to, providing opinions on road charge pilot services, providing opinions on road charge, assessing the performance of my pilot business partner and customer service entity, and providing unbiased feedback to Pilot Team members or their designees as to my participation in the California Road Charge 2023 Pilot with The Toll Roads.
7. **Account Closure:** Upon completion of the pilot, I will deactivate my participant account, and also return all pilot hardware and close all pilot accounts in accordance with the terms of this Agreement. I will complete these activities no more than one month after the end of the pilot.
8. **Privacy and Protection of My Information:** I acknowledge that I have read and understand section 31490 of the California Streets and Highways Code, and I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction, state or federal, with respect to the use or transmission of my personally identifiable information by the Pilot Team or Business Partner for the purposes of the pilot. The use of my personally identifiable information will be protected consistent with the Pilot Participant [Privacy Policy](#).
9. **Copy of this Agreement:** I may obtain a copy of this Participant Agreement at any time by submitting a request to the Pilot Team at info@caroadcharge.com.

CALIFORNIA ROAD CHARGE 2023 PUBLIC/PRIVATE ROADS PILOT

Privacy Policy

What is ‘Personally Identifiable Information’ and why is it needed?

Personally identifiable information (“personal information” or “PII”) is any information about a person which, on its own or when combined with other information, is reasonably capable of revealing the identity or activities of that person. Personal information includes items such as residential or mailing address, telephone number, email address, account numbers, geolocation or trip details, and similar information associated with a specific person.

All Pilot Participants will be asked to provide a minimal amount of personal information to the Pilot Team and/or Business Partners, as set forth in this Policy to accurately setup and manage accounts during the California Road Charge 2023 Public/Private Roads Pilot. Pilot Team members are contracted third-party research and business partners supporting Caltrans for this Pilot. No PII that is provided solely for the purposes of this pilot will be provided to or accessed by Caltrans or other State of California employees.

Collection and use of your personal information

The following personal information is needed to set up and properly manage your Road Charge Pilot account:

- Your first and last name
- Your email address
- Your telephone number
- Your residential zip code
- Your unique account number assigned by the Pilot Team and Business Partner to identify you as a participant in the Pilot
- Vehicle Year, Make, Model, and Fuel Type of the vehicle(s) you wish to enroll in the Pilot
- Vehicle Identification Number (VIN) for the vehicle(s) you wish enroll in the Pilot
- Your mailing address (street address, city, state, and postal zip code) to ship you a physical Mileage Reporting Option (“MRO”) plug-in device
- Your vehicle trip geolocation details collected from the physical MRO, used to calculate miles traveled and to differentiate between public and non-public roadways, as well as whether the vehicle travels outside the State of California

Additionally, you will be asked to provide some socioeconomic information for the Pilot Team to understand the stratification of pilot participants. You may opt-out of providing responses to any of the socioeconomic information by selecting “Prefer not to Respond”. Socioeconomic information that will be collected include:

- Age Range
- Household Income Range
- Gender Identity
- Ethnicity
- Education Level

Any socioeconomic information captured for the pilot will not be used to monitor or report attitudes or survey results from one individual participant. Occasionally, we may use your personal information to contact you or send important notices about your pilot account, changes in the Road Charge 2023 Public/Private Roads Pilot, or changes to the Participant Agreement or this Privacy Policy. Additional personal information may be collected and used by your assigned Business Partner, but only with your clear, express approval. If this situation applies to you, you will be provided with more detail about the collection and use of your personal information by your assigned Business Partner during the enrollment and onboarding process.

Collection and use of non-personal information

We may also collect and use data that does not reveal the identity, activities, or contact details of any specific person. This non-personal information and data (“NPI”) can be collected, used, transferred, and disclosed to third parties. Below are some examples of NPI and some examples of how NPI might be used:

- We may collect and share total aggregated miles driven from all participating vehicles living in a certain region of California, so that policymakers can better understand how a road charge might impact drivers differently, depending upon where they live.
- We may collect anonymized travel data (such as miles, fuel consumption, geolocation, and vehicle status information), to further analyze how vehicles travel in varying geographic regions within California.
- We may collect data on road charges calculated for varying vehicle makes and models, to gain insight into how a road charge system compares against the gas tax system.

None of the NPI will be reported on a single road user or vehicle. All information reported to third parties will be made anonymous (i.e., specific vehicle or road user information removed), and aggregated (i.e., combined with other road user and vehicle information for a given period of time).

Disclosure of personal information to Third Parties

In order to carry out the California Road Charge 2023 Public/Private Roads Pilot and achieve its objectives, we may make certain personal information available to authorized public agencies or private companies to provide services in support of the Pilot, to setup and manage your road charge account, to process your mileage reports, to activate and manage MROs and the resulting data, to provide participant support services, and to conduct participant customer service and surveys. Authorized third-party agencies and companies are legally required to adhere to this Privacy Policy and protect your personal information, and will not disclose any personal information once the pilot has concluded.

Streets and Highways Code section 31490 sets forth restrictions on the use and transmission of PII collected by transportation agencies. By participating in the California Road Charge 2023 Public/Private Roads Pilot you acknowledge that you have read and understand the rights and benefits of section 31490, and that you expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction, state or federal, with respect to the use or transmission of PII for purposes of the pilot by the Pilot Team or Business Partners.

Your right to inspect your information and records

You have the right to view all of your personal information and data collected and stored as part of the California Road Charge 2023 Public/Private Roads Pilot to ensure only information and data you have authorized is being collected for the purposes of the pilot or some other lawful purpose. To view your information, please contact the Pilot Team or your assigned business partner.

Pilot Team:

info@caroadcharge.com

(833) 651 - 1281

Business Partner(s):

Contact information for your assigned Business Partner can be found in your enrollment and onboarding instructions.

If you notice anything in your personal information that seems to be a mistake, you may request a review and a prompt correction of any errors discovered will be made. You have the right to request the deletion of your personal information from pilot systems, at which time your participation in the pilot will be terminated. Note, however, that if the personal information is also used by the Pilot Team and/or Business Partner for reasons beyond the California Road Charge 2023 Public/Private Roads Pilot, the Pilot Team and/or Business Partner may retain your personal information, subject to any other deletion requirements in California law.

Retention of your information and records

PII that is collected solely to setup and manage your road charge account, including mileage and other data collected during the pilot, will be destroyed 30 days after the conclusion of the California Road Charge 2023 Public/Private Roads Pilot and all pilot closeout activities. Note, however, that if the PII was also used by the Pilot Team and/or Business Partner for reasons beyond the California Road Charge 2023 Public/Private Roads Pilot, the Pilot Team and/or Business Partner may retain your PII, subject to any other deletion requirements in California law. NPI may be retained indefinitely.