

Employment End User Agreement



1. An owner, officer, director, partner, principal, or other person legally authorized to bind the company ordering Information Services, including Motor Vehicle Reports, (“End User”) must sign the agreement.
2. Make copies for your files, sign, and return a copy to company that provides Information Services to you (“Sub-vendor”).

ONE OF THE FOLLOWING MUST ACCOMPANY THIS AGREEMENT: A CURRENT AND VALID BUSINESS LICENSE, OR A COPY OF ONE OF THE FOLLOWING dated within the last 24 months: CURRENT STATE SALES AND USE TAX CERTIFICATE, OFFICIAL FEDERAL DOCUMENTS - 940, 941, OR FEDERAL TAX RETURN.

END USER COMPANY NAME _____ PHONE _____	
MAILING ADDRESS _____ FAX # _____	
MAILING ADDRESS _____ FEIN _____	
CITY _____ STATE _____ ZIP _____	
PHYSICAL ADDRESS (REQUIRED) _____	
PHYSICAL ADDRESS (REQUIRED) _____	
CITY _____ STATE _____ ZIP _____	
PRIMARY CONTACT _____ PRIMARY EMAIL ADDRESS _____	
WEBSITE (URL) ADDRESS _____ BUSINESS LOCATION (circle one): COMMERCIAL or RESIDENTIAL	
CALIFORNIA REQUESTER ID: _____ include CALIFORNIA COMMERCIAL REQUESTER ACCOUNT APPROVAL from state with agreement (Required for California MVRs)	
BUSINESS DESCRIPTION (explain): _____ # of Employees: _____ Locations (Attach list if Necessary): _____	REASON FOR ORDERING SERVICES (check all that apply) <input type="checkbox"/> Employment purposes (Current or Prospective Employees) <input type="checkbox"/> My business orders services for another reason (please explain) _____

SUB-VENDOR COMPANY NAME _____	SUB-VENDOR ACCOUNT NUMBER _____
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1. **Sole Use and Authorization.** The reports, records, products and/or services (collectively, “information Services”), including Motor Vehicle Records (“MVRs”) provided by or through Insurance Information Exchange (“iIX”) to Sub-vendor, and from Sub-Vendor to End User, are for the sole use of the End User and may not be resold, sub-licensed, delivered or displayed in any way to or used by any third party. End User warrants and agrees that it has in place an agreement with the Sub-Vendor that authorizes the Sub-Vendor as its agent to obtain and process the Information Services solely on the End User’s behalf. End User further warrants and agrees that the Information Services are to be used internally by End User solely with respect to (i) continued employment of current employees or (ii) offers of employment to prospective employees unless otherwise restricted further by Specific State Forms as described in Item 4, Specific State Forms. Employers may retain the information only in the employee’s employment history file. Failure of Sub-vendor or End User to comply in all respects with the requirements of this agreement is a material breach. In such event, iIX may immediately terminate this Agreement and the delivery of any Information Services to Sub-vendor or End User without notice or delay.

2. **Compliance with Laws.** End User certifies that it shall order, receive, disseminate and otherwise use the Information Services materials in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act ("FCRA"), the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"), the Gramm-Leach-Bliley Act ("GLB") and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, "The Laws"). End User understands that violators of the FCRA, the DPPA, and other federal and state laws governing protection of Personal Information are potentially subject to civil actions and penalties, including fines. End User shall be responsible for understanding and for staying current with all of The Laws. End User further represents and warrants that it shall ensure the security and confidentiality of Personal Information as defined in this Agreement in compliance with The Laws. End User will immediately notify Sub-Vendor or iiX of any inadvertent or unauthorized release of the Information Services materials obtained under this Agreement or other security breach of Personal Information contained in Information Services materials when the End User knows of such unauthorized or inadvertent release.
3. **Use of the Internet.** End User will not disseminate any unsecured or unencrypted Information Services over the Internet. Internet dissemination includes e-mail, World Wide Web access, FTP and all other mechanisms where data is transmitted across the Internet. This shall not prohibit End User from transmitting such information over a secure network to End User's authorized agents with a legitimate need to receive the information, provided that such actions comply with The Laws as well as any other state and federal statutes and regulations governing the confidentiality, security and transmission of the Information Services.
4. **Specific State Forms.** End User shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments to them imposed by the states (collectively referred to as "Specific State Forms") from which it will order MVRs. End User certifies that it has filed all applicable Specific State Forms required by individual states. Access to MVRs will be restricted from states that do not allow sub-vendors. If additional states restrict access to sub-vendors, iiX will immediately restrict Sub-vendor's and End User's access to these states.
5. **Publications.** End User agrees that all solicitations, advertising copy and other communications used in connection with the Information Services shall be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address.
6. **Archiving.** End User shall not use Information Services or data derived from them, including any MVR data, supplied by Sub-Vendor or by or through iiX to directly or indirectly compile, store, or maintain the Information Services or derivative data (independent of or commingled with other databases) to develop its own source or database of such services or data.
7. **Other Restrictions.** Sub-Vendor or iiX may from time to time impose additional restrictions, procedures or processes upon the use and/or delivery of the Information Services that it believes to be prudent to ensure compliance with The Laws, the Specific State Forms and/or the security, privacy or confidentiality of the Information Services.
8. **Interpretation.** In the event that End User and iiX disagree with the intent, effect, necessity to comply with or the interpretation and/or compliance requirement of any of The Laws or Specific State Forms, End User shall conform to iiX's interpretation.
9. **Confidentiality.** End User acknowledges that in connection with this Agreement, it may receive Personal Information (defined below) and nonpublic Personal Information from state agencies and service bureaus. Personal Information is information that identifies an individual and includes, but is not limited to: (a) first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) a driver's license number; or (i) any other information from or about an individual consumer that is combined with (a) through (h) above. End User agrees to treat as confidential all Personal Information received from or through iiX and to disclose such only to those of its employees who have a need to know such information to accomplish their duties. The End User shall not use Personal Information for any purpose except those purposes permitted by this Agreement.
10. **Security.** End User shall at all times maintain safeguards and procedures to ensure the security and protection of data and documents furnished under this Agreement and shall take all necessary steps to prevent divulgence or use of such information or documents in any form or manner not expressly permitted by this Agreement. Minimum security measures shall include controlling access to data storage and production areas, and other reasonable security measures determined to be necessary at the sole discretion of the applicable State.

11. **Credentialing.** Credentialing is the process for verifying that entities are legitimate and their purpose for the use of the personal information is authorized.

11.1 Pre-Service Review <Sub-Vendor name may be inserted here> or iiX will verify End User identity and permissible purpose through a certification or pre-service review. This review may include but not be limited to a verification of the type of business, confirmation that the stated permissible purpose for obtaining the product or service is compatible with the type of business conducted, conducting a physical inspection of the premises to assure that it is a legitimate business facility, verification of specified credentials, and verification of business phone and address records and web pages through the use of recognized third parties. End User agrees to cooperate fully with any certification process or pre-service review prior to iiX permitting access to Information Services.

Credential Monitoring End User further agrees to cooperate fully with continued monitoring of End User credentials. Monitoring includes the recertification of credentials and update of agreement. iiX reserves the right to make such requests as it deems necessary. Failure to comply could result in restriction or termination of access to iiX Information Services.

12. **Audit.** Upon receipt of iiX audit requests, the End User agrees to respond within the time period specified in the audit notice or request for information. The End User shall provide all documentation as requested. This information shall be made available to iiX for review and copying upon iiX's request or to any governmental authority upon request. Access privileges to the system will be suspended upon failure to comply with such requests.

13. **Retention Of Information.**

13.1 **Retention of Information Services Materials** The End User shall promptly and adequately destroy the Information Services materials, including MVRs, in its possession when they are no longer required for the purpose as stated in this Agreement.

13.2 **Retention of Requestor Information** End User must maintain records identifying each person or entity that receives the Personal Information and the permitted purpose for which that information will be used. These records must be retained for a period of (5) five years and shall include, but not be limited to: the request date, requested individual, requestor, permissible purpose for each Information Services material and signed consent forms.

13.3 **Destruction of Information** All documents containing Personal information that have been obtained from or through iiX must be properly disposed of by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. This would include, but not be limited to, implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing such information so that it cannot practicably be read or reconstructed. Electronic files or media containing Personal Information must be destroyed or erased so that the information cannot be read or reconstructed.

14. **Assignment.** The End User shall not, at any time during the term of this Agreement and any extension(s), assign its rights or delegate its duties under this contract.

15. **Direct Bill.** iiX reserves the right to bill back to End User and End User agrees to pay for any Information Services provided by or through iiX that are not paid for by Sub-Vendor for any reason. Rebilling will be at the volume rate for all products ordered in the month in which the Information Services were originally requested. iiX agrees to use reasonable efforts to collect past due amounts from the Sub-Vendor before billing back to End User.

16. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the state of New York. The state or federal courts of the State of New York shall have exclusive jurisdiction over any claims arising out of or in any way related to this Agreement.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS DESCRIBED IN THIS SUBSCRIPTION AGREEMENT, AND ANY APPLICABLE STATE AGREEMENTS.

I SWEAR AND AFFIRM THAT THE STATEMENTS MADE IN THIS AGREEMENT ARE TRUE AND CORRECT. I HAVE DIRECT KNOWLEDGE OF THE FACTS CERTIFIED IN THIS AGREEMENT. I HAVE AUTHORITY TO MAKE THESE REPRESENTATIONS AND TO ENTER INTO THIS AGREEMENT AS A PERSON LEGALLY AUTHORIZED TO BIND THE COMPANY (OWNER, OFFICER, DIRECTOR, PARTNER, PRINCIPAL, OR OTHER REPRESENTATIVE WHO IS LEGALLY AUTHORIZED TO BIND THE BUSINESS).

SIGNATURE: _____ DATE: _____
Owner or Officer or Legally Authorized Representative

NAME (Printed): _____ TITLE: _____

EMAIL ADDRESS OF SIGNEE _____