

## Employment End User Agreement



1. An authorized agent or officer of the company ordering Motor Vehicle Reports ("End User") must sign agreement.
2. Make copies for your files, sign, and return a copy to company that provides Motor Vehicle Reports 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 mo.: 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 _____		
CALIFORNIA REQUESTER ID: _____ include CALIFORNIA COMMERCIAL REQUESTER ACCOUNT APPROVAL from state with agreement (Required for California MVRs)		
<b>BUSINESS DESCRIPTION (explain):</b> _____  <b># of Employees:</b> _____  <b>Locations (Attach list if Necessary):</b>	<b>REASON FOR ORDERING REPORTS (check all that apply)</b>  <input type="checkbox"/> Employment purposes (Current or Prospective Employees)  <input type="checkbox"/> My business orders reports for another reason (please explain) _____	

SUB-VENDOR COMPANY NAME _____	SUB-VENDOR ACCOUNT NUMBER _____
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1. **Sole Use.** The Motor Vehicle Records ("MVRs"), initially provided by 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 the MVRs, products and/or 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 MVRs, services or other products 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 Reports 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 referred to herein as "The Laws"). The federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose. 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 in compliance with The Laws. End User will immediately notify iiX of any inadvertent or unauthorized release of the Information Reports obtained under this contract or other security breach of personal information contained in Information Reports when the End User knows of such unauthorized or inadvertent release.
3. **Use of the Internet.** End User will not disseminate any MVRs over the Internet. Internet dissemination includes public e-mail, World Wide Web access, FTP and all other mechanisms where data is transmitted across the Internet.
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 thereto 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 MVRs, products and 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 MVR data supplied by iiX to directly or indirectly compile, store, or maintain the MVRs (independent of or commingled with other databases) to develop its own source or database of MVRs.
7. **Other Restrictions.** iiX may from time to time impose additional restrictions, procedures or processes upon the use and/or delivery of the MVRs which it believes to be prudent to ensure compliance with The Laws, the Specific State Forms and/or the security, privacy or confidentiality of the MVRs.
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 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 and to disclose consumer information to only those of its employees who have a need to know such information in order 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 by the State 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** 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 Reports.

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 products and services.

12. Audit. Upon receipt of iiX audit requests, the End User agrees to respond within a given 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 Reports The End User shall promptly and adequately destroy the Information Reports (including MVR) 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 the personal information will be used. This information 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 Report and signed consent forms.

13.3 Destruction of Information All documents containing personal consumer information that have been obtained from 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 consumer information so that the information cannot practicably be read or reconstructed. Electronic files or media containing consumer report 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 contract and any extension(s), assign its rights or delegate its duties under this contract.

IN WITNESS HEREOF THE END USER CERTIFIES THAT IT 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 HEREIN ARE TRUE AND CORRECT. I HAVE DIRECT KNOWLEDGE OF THE FACTS CERTIFIED IN THIS AGREEMENT AND AUTHORITY TO MAKE THE ABOVE REPRESENTATIONS.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Owner or Officer

NAME (Printed): \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL ADDRESS OF SIGNEE \_\_\_\_\_