



## COLORADO STATE FORM INSTRUCTIONS (EMPLOYMENT)

The following information will assist you in completing the appropriate form to access MVRs in this state.

- **Note:** This form is for **employment** purposes only.
- Fill in all blanks in **account information** fields completely.
- Be sure to include your Insurance Information Exchange Account Number.
- Sign and date the forms in the fields provided.
- Do not complete shaded area at bottom of page 1 titled:  
*Information Below is intended...*
- On page 2 & 3 include iiX account number; fill in company's name in first blank line provided. Sign and date page 3.
- Only a person who is authorized to execute contracts for your company should complete and sign this form.
- State form expires on an annual basis.
  
- Mail or fax signed form to:

Insurance Information Exchange  
Attn: Compliance Department  
3011 Earl Rudder Freeway S.  
College Station, TX 77845

Fax No. (979) 693-2907 or (201) 748-1019

1. COMPLETE & SIGN TO RECEIVE COLORADO DRIVER RECORD INFORMATION.
2. **FAX COMPLETED FORM TO:** iiX
  - 201 748-1019
  - ATTN: COMPLIANCE DEPT.

**EMPLOYMENT**

 Account Number \_\_\_\_\_  
 (State form expires on an annual basis)

## Colorado

### AFFIDAVIT OF INTENDED USE AND REQUESTOR RELEASE

**To obtain record(s), you must declare your intended use of record(s).** If you are acting as an agent for an authorized user, you must identify the company or entity on whose behalf you are requesting the record(s).

**INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:**

- By a government agency, including any court or law enforcement agency performing its functions for an approved purpose under DPPA.
- By an agency charged with driver/motor vehicle safety or theft including: MV product alterations, recalls, advisories, MV performance monitoring, MV parts/dealers, MV market research or surveys, removal of non-owner records from original records of MV manufacturers.
- By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest.
- In connection with a civil, criminal, administrative or arbitral proceeding in any court or before a self-regulatory body, including process service, investigation, execution of judgment, or pursuant to a court order.
- In research activities (the information may not be published, redisclosed, or used to contact the parties).
- By an insurer or insurance support agency in connection with claims, investigations, anti-fraud activities, rating or underwriting.
- To provide notice to owners of towed or impounded vehicles.
- By an employer/agent or insurer of a Commercial Driver License Holder.
- In the operation of private toll facilities.
- Attached is a written consent of the person whose record is being requested.

**Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.**

 Signature of Director, Principal \_\_\_\_\_ DATE \_\_\_\_\_  
 or Authorized Representative

 \_\_\_\_\_  
 Email Address

 \_\_\_\_\_  
 Printed Name

 \_\_\_\_\_  
 Address

 \_\_\_\_\_  
 Title of Signatory

 \_\_\_\_\_  
 City, State, Zip Code

 \_\_\_\_\_  
 Name of Company or Agency

 \_\_\_\_\_  
 Phone Number      Fax Number

**Information Below is intended for Individual Request**
**DRIVER INFORMATION**

DRIVER NAME \_\_\_\_\_

DRIVER LICENSE NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

**VEHICLE INFORMATION**

OWNER NAME \_\_\_\_\_

LICENSE PLATE NUMBER \_\_\_\_\_

VEHICLE IDENTIFICATION NUMBER (VIN) \_\_\_\_\_

1. COMPLETE & SIGN TO RECEIVE COLORADO DRIVER RECORD INFORMATION.

2. FAX COMPLETED FORM TO: iiX

- 201 748-1019
- ATTN: COMPLIANCE DEPT.

Account Number \_\_\_\_\_  
(State form expires on an annual basis)

## ADDENDUM TO SUBSCRIPTION AGREEMENT FOR COLORADO MOTOR VEHICLE REPORTS

This Addendum supplements the existing Subscription Agreement between \_\_\_\_\_ (“Customer”) and Insurance Information Exchange (“iiX”). Customer hereby requests Colorado Records and agrees to follow and be bound by the following terms and conditions:

**Definitions-** For purposes of this addendum, the following definitions apply:

“**Vendor**” is an entity that serves as the DMV’s representative for the distribution of Records to Sub-vendors and End Users.

“**DMV**” designates State of Colorado, Department of Revenue, and Motor Vehicle Business Group.

“**Driver License Records**” or “**DLRs**” are records containing information identified in 42-1-206(3.7)(a), C.R.S.

“**End User**” is a qualified person or entity that requests and obtains a copy of a MVR electronically from the Vendor or from a Sub-Vendor. “End User” also includes all persons or entities that subsequently obtain and use such Records from an “End User”.

“**Motor Vehicle Record**” or “**MVR**” is any class of records compiled and maintained by the DMV pertaining to a motor vehicle title application under section 42-6-116, a motor vehicle registration application under 42-3-112, or other official record or document maintained by the DMV under section 42-2-121 pertaining to motor vehicles as defined in 42-1-102(58) CRS.

“**Records**” are the driver history records; motor vehicle records; title, registration, or lien records or any portion of the records maintained by the DMV as defined under §§ 42-2-121 and 42-1-206(3.7)(a), (d), C.R.S.

“**Records Containing Personal Information**” or “**RCPI**” are those MVRs in which any data field of Personal Information has not been removed, thus revealing it to an End User upon Disclosure.

“**Sub-vendor**” designates iiX.

**Additions – Treatment of RCPI:** The following is added to the Subscription Agreement as regards Colorado Driver License Records:

I. Statement of Confidentiality:

As an employee, officer, staff member, temporary employee or subcontractor of **End User**, you may have access to State of Colorado, Department of Revenue, Division of Motor Vehicles (“State”) official motor vehicle and/or driver records. The confidentiality of the information contained within these Records shall be maintained at all times. Record information shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by the State. Disclosure of such information may be cause for legal action against you, the Vendor and any involved third party. The State shall not be in any way responsible for defense of any such action.

*Pursuant to C.R.S. 42-1-206, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law shall be liable to any injured party for treble damages, reasonable attorneys’ fees, and costs. Other civil and criminal laws may also apply.*

II. The End User agrees to:

- A. Abide by the legal restrictions and conditions upon use and Disclosure of the Personal Information contained within a Record and,
- B. Keep and maintain sufficient books and records to evidence use in accord with the Intended Use and,
- C. Abide by such other provisions of this Agreement as are indicated to require End User agreement.

III. End User shall destroy the RCPI after its intended use.

IV. End User agrees to implement reasonable system and data security procedures to protect Records from unauthorized Disclosure. Such reasonable procedures may include, but are not limited to, username and password access policies, firewalls, background investigations of employees or any other individuals authorized to access Records, encryption during transmission, and execution of confidentiality agreements by such employees or other individuals with authorized access.

V. The End User agrees to keep and maintain, in accordance with commercially reasonable data archive standards, for a period of time equal to five years after the last date the End User has an agreement with Sub-vendor for Disclosure of Records, books and records, including financial accounts, which contain:

- A. Documentation of Disclosure of any Records in or under its possession or control,
- B. Documentation of End User systems and operation for handling of and safeguarding from unauthorized Disclosure of Records and

1. COMPLETE & SIGN TO RECEIVE COLORADO DRIVER RECORD INFORMATION.

2. FAX COMPLETED FORM TO: iiX

- 201 748-1019
- ATTN: COMPLIANCE DEPT.

Account Number \_\_\_\_\_  
 (State form expires on an annual basis)

C. Make available to Vendor, DMV, or the authorized representative of either of them, at any reasonable time, all such books and records including financial accounts, for auditing, compliance and monitoring purposes. Either Vendor or DMV shall have the right, but not the obligation, to conduct any inquiry or audit hereunder.

VI. By signing this Addendum, End User agrees to indemnify, hold harmless, and release Vendor and the State of Colorado and their respective parent corporations, subsidiaries, officers, agents, agencies, contractors, subcontractors and employees (collectively, the "Releasees") from and against any and all loss, damages of any kind, injury, liability, court awards, suits and proceedings, including costs, expenses and attorneys' fees, arising from the performance of this Agreement or the performance, disclosure, or use of any data contained in any records maintained by DMV by the End User, its officers, agents, volunteers or employees, except insofar (with respect to indemnity, hold harmless and release of the State of Colorado) as they may result from the actions or inactions of the State of Colorado, its agencies, employees, contractors or subcontractors; and except insofar (with respect to indemnity, hold harmless and release of Vendor) as they may result from the actions or inactions of Vendor, its parent corporation, its subsidiaries officers, agents, contractors, subcontractors or employees.

VII. Breach of Security

End Users shall report to iiX, who shall then promptly report to Vendor, the following occurrences within twenty-four (24) hours of discovery:

- A. Any misuse of and/or breach of security or confidentiality involving a Record furnished from Sub-vendor to End User;
- B. Any misuse of and/or breach of security or confidentiality involving a Record furnished to Sub-vendor and/or to End User issued by a state other than the State of Colorado;
- C. Any litigation, threatened litigation or Notice of Claim, involving the content or handling of a Record furnished from Sub-vendor to End User. Such an occurrence shall be reported by End User to Sub-vendor within three (3) business days of service of process;
- D. Any non-monetary breach of the iiX's written Agreement with the End User. Such occurrence shall be reported by the End User to the Sub-vendor within three (3) business days of discovering such breach;

VIII. End User shall be capable of generating, within twenty four (24) hours of a request by Vendor or DMV, a history of its Disclosures over time of any Records obtained under this Agreement.

IX. End Users shall not use any Personal Information obtained under this agreement for direct mail or email solicitations, advertising, or surveys, nor shall it compile or publish, or permit others to compile or publish, including on the Internet, any portions of the Personal Information furnished to it in a Record.

X. End User agrees that it is subject to remedial action by Vendor or DMV or both, in the event of violation of this Agreement. Such remedial action may range from suspension for a fixed period of time from receiving Records, to termination of the privilege of receiving Records and may include liability to Vendor and/or the DMV.

XI. Third Party Beneficiary - No third-party rights are created or acquired by reason of this Agreement.

XII. End User agrees that no term or condition of any agreement with DMV or Vendor shall constitute a waiver, express or implied, of any provision of the Colorado Governmental Immunity Act (the "Immunity Act"), as amended from time to time, nor the risk management self insurance statutes (the "Risk Management Acts") as amended from time to time. Further, End User understands, acknowledges and agrees, that the liability of the State of Colorado for any claims or injuries arising out of any conduct of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provision of the Immunity Act and Risk Management Acts.

XIII. End User acknowledges that the continuing ownership of the original record underlying each copy of a Record remains with DMV.

This Addendum does not modify, alter, expand or delete any other terms or conditions of the Subscription Agreement.

IN WITNESS WHEREOF, the customer certifies that each has read, understands, and agrees to the terms and conditions described herein in this Addendum, and Specific State Forms.

\_\_\_\_\_ Date \_\_\_\_\_  
 End User (Customer) Signature

\_\_\_\_\_  
 Print End User (Customer) Name