

RECORDS RESEARCH, INC. CHECK LIST

- ___ Records Research, Inc. Account Application
- ___ Records Research, Inc. Customer Agreement
- ___ Records Research, Inc. On-Line/Web Account Information
- ___ Records Research, Inc. On-Line Security Agreement
- ___ DMV Employee Security Statement (s) for each user
- ___ DMV Requester Account Approval Letter (INF 1146) if already approved

NEW DMV COMMERCIAL ACCOUNT CHECK LIST (if applicable)

All required documents must be completed correctly. Any incomplete applications will result in a process delay of your NEW COMMERCIAL ACCOUNT.

#1 Fees

Are the proper fees enclosed? Please make check out to DMV

- ___ \$50.00 for "BASIC ACCOUNT" (No residence address access)
- ___ \$250.00 for "RESIDENCE ADDRESS ACCESS"

- Did you enclose all the documents required to complete your application?
- Did your authorized representative sign all documents?

#2 Applications

END USER PACKET:

- ___ Complete and return INF 1106 (2 pages - needs to be original copy)
- ___ Copy of your business license
- ___ Check made out to DMV

#3 Additional Requirements:

- ___ \$50,000 Surety Bond (INF 1132) submit only after you have been approved for "Residence Address Access"
- ___ Branch Locations (INF 1106 BL) complete and return two copies of the Branch Locations Information Security Statement (INF 1128) This document must be completed on an Annual Basis by Employer and Employee (s) having access to DMV Information. A copy of the Employee Security Statement (s) must be maintained for at least five years at your worksite.

You may FAX your RRI application to 800-870-6877
Mail the original DMV application to: (Do not FAX)

Records Research, Inc.
11230 Gold Express Dr. #310-373
Gold River, CA 95670-4484

If you have any questions please call Records Research, Inc., at 800-952-5766.

Records Research, Inc.

11230 Gold Express Dr. #310-373
Gold River, CA 95670-4484
Phone 800-952-5766 ** FAX 800-870-6877

Account Application

In order to establish an account, please complete this form and return to Records Research along with a copy of your DMV agreement, by FAX or Mail.

| | |
|--------------|------|
| Company Name | Date |
|--------------|------|

Are you a branch location of an existing account? Yes / No

| | | | | |
|------------------|---------|------|-------|-----|
| Physical Address | Suite # | City | State | Zip |
|------------------|---------|------|-------|-----|

| | | | | |
|-----------------|---------|------|-------|-----|
| Billing Address | Suite # | City | State | Zip |
|-----------------|---------|------|-------|-----|

| | | |
|--------------|------------|-------------------|
| Phone Number | FAX Number | Years in Business |
|--------------|------------|-------------------|

| | | |
|---|------------------------------|--------------------------------------|
| Sole Ownership <input type="checkbox"/> | LLP <input type="checkbox"/> | Corporation <input type="checkbox"/> |
| | LLP # | Corporate # |

*** Please send a copy of your business license with this application

| | |
|------------------------|------------------|
| Social Security Number | Federal Tax ID # |
|------------------------|------------------|

| | | |
|------------------|----------------------------------|----------|
| Type of Business | Identify Proposed Use of Records | Web Site |
| | | www. |

| |
|--------------|
| Owners Names |
|--------------|

Please sign for Authorization to Contact CBI for Credit History

X

| | | | |
|---------------------|-----------|---------|---------|
| Credit References * | Firm Name | Address | Phone # |
|---------------------|-----------|---------|---------|

| | | |
|-----------|---------|---------|
| Firm Name | Address | Phone # |
|-----------|---------|---------|

Your Company must have a Commercial Requester Account with the California Department of Motor Vehicles (DMV) in order to receive California Driving Records and/or Vehicle Registration Information. If you have received DMV approval, please enclose a copy of your INF1146 form (this number appears at the bottom left hand side of the form) along with your application. PLEASE CHECK the appropriate approval status:

- Approved for standard DMV access through a Vendor.
- Approved for the on-line "instant-access" through a Vendor.
- I do not have a Commercial Requester Account with DMV. Please send me an application.
- I have a Commercial Requester Account with DMV, but am not approved for the on-line "instant access". Please send me an on-line application.
- I will be running Non-California records only.

The undersigned personally guarantees to Records Research, Inc., the prompt payment, in full, in Sacramento, CA, of any and all indebtedness, obligations and liabilities of every kind or nature, including the principal, interest, late fees, attorney's fees, expert fees, expert witness fees and court costs in the event the applicant hereinabove fails to pay its indebtedness due. I certify that I have read and agree to the terms and conditions described on the attached Records Research, Inc., Customer Agreement.

| | |
|----------------------|------|
| Applicants Signature | Date |
|----------------------|------|

X

| |
|----------------|
| E-Mail Address |
|----------------|

*** RRI USE ONLY ***

| | | |
|-------------------|-----------------|------|
| Overnight Account | On-Line Account | Date |
|-------------------|-----------------|------|

RECORDS RESEARCH, INC.

CUSTOMER AGREEMENT

SECURITY AGREEMENT

Motor vehicle reports ordered and received through Records Research, Inc. hereinafter known as RRI, shall be used solely for the issuance of new or continuing insurance, vehicle lien sales, employment purposes, or in connection with a legitimate business need. Records obtained through the California Department of Motor Vehicles shall be used only in accordance with the purpose identified in the customer's Commercial Requester Account Agreement approved by the California Department of Motor Vehicles. In using RRI as your vendor, you agree to comply with all the laws, rules and regulations contained in the Commercial Requester Account Agreement. Any violation of this Agreement on the part of you or an employee of your business or organization will immediately be reported to the California Department of Motor Vehicles, Office of Information Services.

All information received from RRI by computer, FAX or mail is intended only for the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. All computer screens, printers and FAX machines that receive confidential information should be in a secure location and made available only to individuals who have signed the appropriate California Department of Motor Vehicles Security Statement (INF 1110 or INF 1128). The individual whose signature appears on the California Department of Motor Vehicles Commercial Requester Account Agreement is responsible for monitoring security for their business or organization.

The customer agrees that they will comply with the DPPA, FCRA and all applicable laws and regulations respecting access and use of DMV data. The customer must have a signed release or signed application on file for all MVR'S ordered for insurance, employment, or credit purposes. Records Research may require these releases to be forwarded to them at any time. A record of all requests must be maintained for a period of 5 (five) years (required by DPPA). No DMV data received from RRI will be disseminated or published on the internet.

The FCRA requires that employees or prospective employees be notified of your interest in writing and obtain written authorization prior to checking their record. There are also FCRA requirements about what information you must give the employee/prospective employee if you are going to take adverse action based on information in the MVR.

The customer shall maintain that ability to account for each access to DMV data and identify the permitted DPPA use under which the DMV data is requested. Subscriber shall fulfill all the responsibilities of the Consumer Reporting Agency as defined in the FCRA.

No data provided by RRI shall be used by a customer to create its own source of DMV data. The customer shall not disclose or publish the name, address or other personal information contained in the DMV data.

No DMV data furnished by RRI to the customer shall be sold, transferred, reproduced or surveyed to another except for a permitted use.

Records Research, Inc. provides a detailed monthly statement which itemizes each record ordered during the billing period. Records obtained through the California Department of Motor Vehicles indicate the DMV Requester Code used from placing the order. It is the customer's responsibility to report any discrepancies or errors on your statement to RRI immediately upon discovery.

RECORDS RESEARCH, INC.

SECURITY AGREEMENT

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PAYMENT

The individual whose signature appears on the RRI Account Application agrees to pay for all orders placed through RRI. Invoices are normally mailed on the 1st of each month. Payment is due by the 15th of the month. Ordering privileges may be suspended if payment is not received by the 20th of the month.

Records Research, Inc. reserves the right to invoice large volume accounts on a semi-monthly basis. These accounts will be billed on the 1st and the 15th of the month, with terms of Net 15 days.

In the event suit is filed to enforce this agreement, or to collect any debt incurred by the customer, the customer agrees that the prevailing party shall recover from the other party attorney's fees and expert witness fees, as the court may fix.

Customer agrees to notify RRI within 10 days of change of ownership of the company.

DISCLAIMER

All reports released by RRI are obtained through various State agencies and other service bureaus. Although every effort is made to ensure the accuracy of transmission of data, the reports are provided "as is" and RRI in no way assumes any liability for the accuracy and/or completeness of any report.

Neither RRI, nor any of their employees, shall be liable to the customer for any costs, claim, liability, damage, expense, lost production, or any other loss of any nature or kind, related to, arising out of or in connection with any act or omission of a state DMV, RRI, or their employees in connection with their agreements, including but not limited to the failure to provide service, interruption in service or providing inaccurate or incomplete DMV data.

The customer shall indemnify and hold harmless RRI against any liability, claims, loss, damage or expense, related to, arising out of or in connection with any use of misuse or misappropriation of any DMV data obtained from RRI.

Any record which appears to be incomplete or in error should be forwarded to RRI. We will make every effort to verify the information with the providing agency.

Records Research, Inc. assumes no responsibility for errors due to customer input, duplicate records, errors in transmission, program or equipment failure, communication problems, or processing delays beyond our control.

I have read and understand the RRI security agreement. I certify that all information provided by RRI will be subject to the provisions of the DPPA and is compliant with the FCRA where applicable.

COMPANY NAME _____

RRI ACCOUNT NUMBER _____

SIGNED BY _____

PRINT NAME _____

TITLE _____

DATE _____

WOULD YOU LIKE YOUR MONTHLY INVOICE E-MAILED TO YOU? YES / NO

INVOICE E-MAIL ADDRESS _____

PRINT NAME (If different than above) _____

DIRECT PHONE NUMBER _____

**On-Line Security Agreement
Records Research, Inc.**

As Security Manager, I agree to notify Records Research immediately (within 24 hours) if any of the following circumstances occur:

- Your business no long requires on-line access to DMV Records.
- An employee authorized to access DMV record information leaves your company.
- An Employee is guilty of unauthorized disclosure or misuse of DMV records.
- The Department of Motor Vehicles terminates your on-line authorization to access DMV records.
- Any intended or actual closure of your business.
- I also agree to comply with all laws, rules and regulations contained in the DMV's Commercial Requester Account Agreement. These rules include, but are not limited to, the following:
 - Passwords shall be held in confidence and shall be changed every two (2) months, earlier, if it is suspected another individual has knowledge of an individual's password.
 - Software for accessing California Department of Motor Vehicle records, instruction manuals, and User Id's shall be kept in a secure area, with access restricted to authorized individuals.
 - Each authorized individual must sign an Individual Security Statement, form INF 1128. This statement must be signed annually.
 - All terminals used for on-line access must be authorized by Records Research. Those terminals shall be the termination point in your communication network.
 - California Department of Motor Vehicles record information cannot be sold, assigned, transferred, or given to any party except as stated in your application supplement for on-line information.
 - A complete log of each record ordered and received must be kept or a period of five (5) years.

I certify that I have read and agree to the terms and conditions described above.

Signature of Security Manager: _____

Printed Name: _____

Drivers License #/State Issued: _____

E-mail address: _____

Date: _____



A Public Serve Agency

**INFORMATION SERVICES BRANCH
INFORMATION SECURITY STATEMENT**

To be completed by any individual having access to DMV record information. Annual re-certification is required.

By signing this form, the undersigned represents that he/she has read and understands the same, agrees to its contents and realizes the penalties for non-compliance to its terms.

The Department of Motor Vehicles (DMV) collects information from the public to administer the various programs for which it has responsibility. DMV is committed to protect this information from unauthorized access, use, or disclosure. The following have been adopted to address commercial and governmental users responsibilities for handling and protecting information obtained from the DMV. I understand the following are my responsibilities:

1. I may access information only when necessary to accomplish the responsibilities of my employment. I may not access or use information from the DMV for personal reasons. (Examples of inappropriate access or misuse of DMV information include, but are not limited to: making personal inquiries or processing transactions on my own records or those of my friends or relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.)

2. I may disclose DMV information only to individuals who have been authorized to receive it through the appropriate procedures as regulated by DMV. Requesters of information must complete the appropriate forms, submit them to DMV as specified, and pay all applicable fees. In the case of confidential or personal information, a proper accounting of all disclosures must be made and the subject must be notified in accordance with statute and DMV directives. (Examples of unauthorized disclosures include, but are not limited to: telling someone the address of another person when it is not an authorized disclosure or part of my job responsibilities.)

3. To keep the requester code and/or password confidential, I must take reasonable precautions to maintain the secrecy of any requester code and/or my password. Reasonable precautions include, but are not limited to, not telling or allowing others to view my password or requester code; securing my terminal with a locking device if one has been provided; storing user documentation to sensitive programs in a secure place; to destroy DMV information in a manner that it cannot be reproduced or identified in any physical or electronic form; and reporting any suspicious circumstances or unauthorized individuals I have observed in the work area to my supervisor, if applicable.

4. To promptly notify DMV or a supervisor of any indication of misuse or unauthorized disclosure of information obtained from DMV. Federal law states:

“Any person who knowingly obtains, discloses, or uses personal information from a motor vehicle record for a purpose not permitted under the Driver’s Privacy Protection Act (Title 18 of the United States Code, Section 2721 – 2725), shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court.

I certify under penalty of perjury, under the laws of the State of California, that I have read and understand the security policies and regulations stated above. I understand that failure to comply with these policies and regulations may result in disciplinary action in accordance with Section 19572 of the Government Code, federal laws and regulations, and/or civil or criminal prosecution in accordance with applicable statutes. I further understand that I may undergo disciplinary action from my employer up to and including termination from employment.

EXECUTED AT (ADDRESS) CITY COUNTY STATE ZIP CODE

| | | | |
|---|---|-----|------|
| SIGNATURE (I HAVE READ & AGREE TO ALL ABOVE STATEMENTS) X | DIRECT PHONE NUMBER OF SIGNATORY () | EXT | DATE |
|---|---|-----|------|

| | |
|---------------------------|---|
| PRINTED NAME OF SIGNATORY | DRIVER LICENSE OR IDENTIFICATION CARD NO. AND STATE |
|---------------------------|---|

| |
|----------------|
| E-MAIL ADDRESS |
|----------------|

| | |
|-----------------------------------|------------------|
| COMPANY OR GOVERNMENT ENTITY NAME | PHYSICAL ADDRESS |
|-----------------------------------|------------------|

| | |
|--|----------------------------------|
| COMPANY REPRESENTATIVE (SECURITY MANAGER SIGNATURE ONLY) | PRINTED NAME OF SECURITY MANAGER |
|--|----------------------------------|

This form must be completed upon presentation and re-certified annually and **RETAINED AT THE WORKSITE** of the Requester Account Holder with a current list of those authorized direct or incidental record access for the life of the account and for two years following the deactivation or termination of the account. This completed form and list must be made available upon request to DMV audit staff.