STATE OF CALIFORNIA
DMV
Department of Motor Vehicles

INFORMATION SERVICES BRANCH

COMMERCIAL REQUESTER ACCOUNT TERMS AND CONDITIONS

By applying for a Commercial Requester Account to access Department of Motor Vehicles (DMV) information, you, the "Requester," agree to the following terms and conditions, as required under Section H of the Commercial Requester Account Instructions/Application.

DMV reserves the right to modify the following terms and conditions at will.

A. GENERAL

1. The term of the Commercial Requester Account shall be for two years from date of approval and may be renewed biennially or extended by DMV.

2. Requester and its designees shall only use DMV information for purposes approved by DMV. Any other use is strictly prohibited and will subject Requester and its designees to termination of the account, as well as civil and criminal penalties.

3. Requester agrees to defend, indemnify, and hold harmless DMV and its officers, agents, and employees from any and all claims, actions, damages, or losses, which may be brought or alleged against DMV, its officers, agents, or employees, by reason of the negligent, improper, or unauthorized use or dissemination by Requester or its officers, agents, or employees, of information furnished to Requester by DMV, or by reason of inaccurate information furnished to Requester by DMV, unless Requester can show that DMV was originally furnished accurate information from the reporting source.

4. Resale of DMV information is prohibited. Requester shall not store, combine, or link department information with any database for resale or for any business purpose not specified on the application for a Commercial Requester Account and approved by DMV. Continued storage of information is permissible to comply with federal or state record retention requirements.

5. The person authorized to complete and sign the application on behalf of Requester may be held personally responsible to DMV for any debts and obligations arising under this agreement.

6. Requester shall not represent itself as an agent or employee of DMV. Requester shall not use any DMV trademark or service mark, indicia, acronym, or any substantial similarity thereto, in a manner likely to cause confusion that Requester's services are associated with or are that of DMV.

7. In the event of any breach of the security of Requester's system or database containing the personal information of California residents, Requester shall bear all responsibility for providing notice of the breach to the affected residents, as required by *California Civil Code* (CCC) §1798.82. Requester shall bear all costs associated with providing this notice, and shall also be responsible for providing identity theft prevention services to the affected California residents. These protections include, but are not limited to, providing credit monitoring services for each affected resident for a minimum of one year following the breach of the security of the system maintained by Requester. In addition, Requester agrees to comply with all federal and California state laws, including all of the provisions of the California statutes and Title 13 of the *California Code of Regulations* (CCR).

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8. If DMV or law enforcement contacts Requester about an incident or investigation pertaining to Requester's account or use thereof, Requester shall assist and cooperate with any related investigation. Requester agrees to be held responsible for any misuse of the information by its employees, agents, or parties, to whom the information was entrusted, and to take appropriate corrective actions.

9. Requester shall not sell or transfer ownership of a vehicle or vessel if the information received from DMV records indicates a Department of Justice stop ("DOJ STOP"). Requester shall notify the local police regarding the vehicle or vessel whenever the location of the vehicle or vessel is known.

10. Requester shall notify DMV in writing within ten (10) days of any changes regarding Requester, including, but not limited to change of address, telephone number, contact person, and closure or sale of business.

B. SECURITY

1. Requester shall comply with all DMV security requirements relating to its Commercial Requester Account. Requester understands that DMV reserves the right to amend or enhance its requirements, and continuance of a Commercial Requester Account is contingent upon Requester's compliance with the updated criteria. Security requirements are available at **www.dmv.ca.gov** (search "Commercial Requester Accounts"). It is the responsibility of Requester to periodically review this website, but no less than once every six (6) months, for any future updates or enhancements to the security requirements. Requester affirms that it has access to the internet to view the website for current security requirements and any requirements that may be updated in the future.

2. Requester shall be responsible for safeguarding the information received and shall restrict access to this information to its employees, agents, or parties with whom it contracts. Requester agrees to be held responsible for any misuse of the information by its employees, agents, or parties to whom the information was entrusted.

C. FEES

1. Requesters receiving information directly from DMV shall be charged a fee pursuant to CCR §350.44 and shall be billed monthly for information received.

2. The amount listed on the invoice is due and payable upon receipt. Failure to remit the appropriate payment could result in termination of the requester account and may include a referral to a collection agency.

D. DISPUTES

1. Requester may withhold payment of any disputed charges. A charge is not disputed until Requester provides DMV a written explanation of the disputed charge within thirty (30) days of invoice date. If DMV determines the charge is valid, Requester will be notified and shall pay the outstanding charge within ten (10) days.

2. Requester consents to jurisdiction of California courts and Requester agrees to Sacramento County, California, as the forum selected for judicial review of its rights relating to its account under these terms and conditions. Any disputes regarding Requester's account shall be adjudicated pursuant to the laws of the State of California.

3. Requester and DMV agree that they shall cooperate to resolve, and negotiate in good faith and in a timely manner, any dispute, controversy, or claim arising out of or relating to the Agreement and/or any Addendum. Requester and DMV further agree to designate promptly one or more authorized representatives with full authority to resolve any such dispute.

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E. INSPECTION OF RECORDS

1. Requester shall keep all records required pursuant to CCR §§350.18(b) (4) and 350.48 at the business address provided to DMV.

2. DMV may perform audits on Requester at DMV's discretion. Requester's place of business shall be available for an electronic or manual audit (of records required to be retained) immediately upon request by DMV or DMV's representative.

3. Requester shall pay reasonable costs in connection with any audit to determine if Requester complies with all of the security requirements and to monitor the requester code usage. Requester shall pay auditing costs within thirty (30) days of DMV's issuance of the invoice to Requester.

4. Requester understands that failure to respond timely to an audit report with findings may result in termination of Requester's account.

F. SUSPENSIONS/TERMINATION OF ACCOUNT

1. **Suspension for cause with Notice**: If DMV believes a violation of the Commercial Requestor Account Agreement has occurred or is occurring with Requester's account, Requester must participate in any related investigation, and take any necessary corrective action. If Requester refuses to participate in any investigation or take corrective action, DMV shall suspended Requester's account pending the investigation. DMV shall provide written notice prior to any such suspension.

2. **Suspension/Termination for cause without Notice**: DMV may suspend or terminate Requester's account for any violation of the Commercial Requester Account Agreement and/or any Addendum, immediately and without prior notice. If Requester's account is suspended or terminated for violation of the Commercial Requester Account Agreement and/or any Addendum, Requester shall have an opportunity to establish and perform corrective measures to rectify such violation, and prevent future violations. If the corrective measures have the rectified the violation to DMV's satisfaction, DMV, in its discretion, may end the suspension of the account or allow Requestor to reapply for an account.

3. Prior to suspending or terminating the requestor account, DMV shall consider the following:

   a. The nature, extent, and severity of any breach of security, disclosure of information, or dispute, controversy, or claim arising out of or relating to the Agreements and/or any Addendum;

   b. The needs and responsibilities of DMV and law enforcement;

   c. The privacy interests of DMV's customers and their data;

   d. The economic impact of the suspension or termination;

   e. Whether the action is supported by evidence or findings as a result of an investigation or audit;

   f. Whether the action is commensurate or proportional to the findings and circumstances;

   g. Whether Requester can provide a remedy or cure, and the estimated time in which the remedy or cure can be implemented.

   h. Whether Requester has already provided a remedy or cure, and the time in which the remedy or cure was implemented.

4. **Termination without cause**: Either party may terminate the requester account without cause, by giving the other party at least thirty (30) days prior written notice.

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