



**Information Services Branch**  
**COMMERCIAL REQUESTER ACCOUNT**  
**TERMS AND CONDITIONS**

Department of Motor Vehicles (DMV) reserves the right to modify the following terms and conditions at will.

**A. GENERAL**

By applying for a Commercial Requester Account to access DMV information, you, the "Requester" agree to the following:

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 the department.-
2. Requester shall not sell or transfer ownership of a vehicle or vessel if the information received from the files of the DMV 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.
3. Requester agrees to defend, indemnify and hold harmless the DMV and its officers, agents and employees from any and all claims, actions, damages or losses which may be brought or alleged against the DMV, its officers, agents or employees by reason of the negligent, improper, or unauthorized use or dissemination by the Requester or its officers, agents, or employees, of information furnished to the Requester by the DMV or by reason of inaccurate information furnished to the Requester by the DMV unless the Requester can show that the DMV was originally furnished accurate information from the reporting source.
4. Requester shall not represent itself as an agent or employee of the DMV. Requester shall not use any DMV trade mark or service mark, indicia or any substantial similarity thereto or acronym in a manner likely to cause confusion that Requester's services are associated with or are that of the DMV.
5. Requester and its designees shall use DMV information for purpose(s) for which it requests an account and is approved by the DMV. Any other use(s) is strictly prohibited and will subject the Requester and its designees to termination of account as well as civil and criminal penalties.
6. Requester shall notify DMV in writing within ten (10) days of any changes including but not limited to address, telephone number, contact person, closure or sale of business.
7. Commercial Requester Account and attendant Requester code(s) are personal to the Requester and no rights or responsibilities under this agreement are assignable by Requester.
8. 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(s) not specified on the application for a Commercial Requester Account approved by the DMV. Continued storage of information is permissible to comply with federal or state record retention requirements.
9. Requester's access to DMV information may be modified and/or terminated
  - immediately with cause
  - without cause upon 30 days notice by either party

## **B. SECURITY**

1. Requester shall comply with all DMV security requirements relating to its Commercial Requester Account. Requester understands that the 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](http://www.dmv.ca.gov) (click on "Other Services"). It is the responsibility of the account holder to periodically review this website, but no less than once every 6 months, for any future updates or enhancements to the security requirements. Requester affirms that it has, or has access to, the internet that will allow them to view the website for current and updated security requirements.
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. RESIDENCE ADDRESS**

If receiving residence address information, the Requester shall secure a surety bond in the amount of \$50,000 and is subject to the provisions of California Code of Regulations (CCR) §350.24.

## **D. FEES**

1. Requesters receiving information directly from the 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 your requester privileges and may include a referral to a collection agency.

## **E. DISPUTES**

1. Requester may withhold payment of any disputed charges. A "charge" is not disputed until Requester provides the DMV a written explanation of the disputed charge within 30 days of invoice date. If the DMV determines the charges are valid, the Requester will be notified and shall pay all such charges within (10) ten days.
2. Requester consents to jurisdiction of California courts and the 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 the Requester's account shall be adjudicated pursuant to the laws of the State of California.
3. The person authorized to complete and sign the application on behalf of the Requester may be held personally responsible to the DMV for any debts and obligations arising under this agreement.

## **F. INSPECTION OF RECORDS**

1. Requester shall keep its records required pursuant to CCR §350.18(b) (4) and CCR §350.48 at the business address provided to the DMV.
2. Requester's place of business shall be available for an electronic or manual audit (of records required to be retained) immediately upon request from the DMV or the DMV's representative.
3. Requester understands that failure to respond timely to an audit report with findings, may result in inactivation/cancellation of the Requester code.