

RECORDS RESEARCH, INC.

NEW ACCOUNTS 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
- California DMV Information Security Statement for each User (INF 1128)
- California DMV Requester Account Approval Letter (INF 1146) if already approved
- Copy of Business License

REQUIRED DOCUMENTS FOR CALIFORNIA DMV COMMERCIAL ACCOUNT APPLICATION

- All required documents must be completed in their entirety. Any incomplete application will result in a process delay. A processing fee must accompany the Commercial Account Application. The check must be made payable to the California Department of Motor Vehicles.
- \$50.00 for “Basic Account” (No residence address access)
- \$250.00 for “Residence Address Access.” Eligible Companies include Insurance Companies, Lien Sale, Financial Institutions and Attorneys for Accident Related Cases. If approval for residence address access is received, a \$50,000.00 Surety Bond (INF 1132) is required by the CA DMV.
- Branch Locations (INF 1106) if applicable.

The Records Research application can be FAXED to 800-870-6877, emailed to helpme@recordsresearch.com or mailed to:

Records Research, Inc.
11230 Gold Express Drive, Suite 310-373
Gold River, CA 95670

California DMV Application mailing address:
DMV, Account Processing Unit
MS-H221, PO Box 944231
Sacramento, CA 94244-2310

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

RECORDS RESEARCH, INC.

11230 Gold Express Drive, Suite 310-373

Gold River, CA 95670-4484

Phone 800-952-5766 FAX 800-870-6877 ** Email to helpme@recordsresearch.com

ACCOUNT APPLICATION

BUSINESS NAME DAYTIME NUMBER EXTENSION

DBA (Fictitious Business Name) INTERNET WEBSITE ADDRESS FAX NUMBER

LLC, LLP, LP ID# IF APPICABLE / OWNERS NAME EMAIL ADDRESS

PHYSICAL ADDRESS (Physical location required) City State Zip Code

BILLING ADDRESS City State Zip Code

FEDERAL EMPLOYER ID # CORPORATION NO: STATE OF ISSUANCE Years in business

BUSINESS TYPE

☐ Attorney/Law Office	☐ Independent Institution of Higher Education	☐ PI/Detective Agency
☐ Auto Auction	☐ Insurance Agent/Agency/Broker	☐ PI/Pre Employment
☐ Dealer (Vehicle/Vessel)	☐ Insurance Company	☐ Registration Service
☐ Dismantler (Vehicle/Vessel)	☐ Lesser/Retailer	☐ Rental Company
☐ Distributor (Vehicle/Vessel)	☐ Lien Sale	☐ Salvage Company
☐ Financial Institution	☐ Manufacturer (Vehicle/Vessel)	☐ Other (Please Identify)
☐ Hospital/Clinic	☐ Media	☐ Process Server

Identify Permissible Use of Records Ordered (DPPA) i.e. Insurance, Employment, etc.

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 DMV access through a Vendor.
☐ Already sent the application to DMV and waiting for requester code approval. (FAX or EMAIL to Records Research, Inc. when received.)
☐ I do not have a Commercial Requester Account with DMV. (An application can be found on our website or faxed to you.)
☐ I will be running Non-California records only.

CONTACTS

Primary _____ Phone _____ Email _____
Accounting _____ Phone _____ Email _____

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 herein above 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 / TITLE

DATE

RRI USE ONLY

OVERNIGHT ACCOUNT

ON-LINE ACCOUNT

DATE

RECORDS RESEARCH INC. 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 Information 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 log of all requests must be maintained for a period of 5 (five) years (required by the DPPA). No DMV data received from RRI will be disseminated or published on the internet.

This log must include the following:

- Date request was made
- User placing the request
- Document requested - i.e. name, driver's license, vehicle license, or VIN, etc.
- Permissible purpose for the request - cross-reference the document supporting the request, i.e., a file or case number, policy number, claim number, employment application, signed release, etc.
- Disposition of record

These logs and supporting documentation must be made available to Records Research, Inc., the California Department of Motor Vehicles, or any other government authority upon request. The California Department of Motor Vehicles does audit Commercial Requester Accounts on a regular basis to verify compliance with their agreement, and any other applicable State and Federal statutes and/or regulations. Any serious breaches of compliance will result in the immediate termination of your account with RRI. Consult your Department of Motor Vehicle's Commercial Requester Account Agreement for all compliance rules.

The FCRA requires that employees or prospective employees be notified of your intent to obtain personal data 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.

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.

Per CA Vehicle Code 1808.46 VC, "No person or agent shall directly or indirectly obtain information from the department files using false representations or distribute restricted or confidential

information to any person or use the information for a reason not authorized or specified in a requester code application. Any person who violates this section, in addition to any other penalty provided in this code, is liable to the department for civil penalties up to one hundred thousand dollars (\$100,000) and shall have its requester code privilege's suspended for a period of up to five years, or revoked. The regulatory agencies having jurisdiction over any licensed person receiving information pursuant to this chapter shall implement procedures to review the procedures of any licensee which receives information to ensure compliance with the limitations on the use of information as part of the agency's regular oversight of the licensees." Records Research, Inc. shall report noncompliance to the department.

Records Research, Inc. provides a detailed monthly statement which itemizes each record ordered during the billing period. 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

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, and considered past due the end of the month. Ordering privileges may be suspended on past due accounts.

Fees may change, without notice, due to increases in State DMV processing fees. A \$1.00 Detailed Statement Charge is included on your invoice each month for audit/storage costs associated with Department of Motor Vehicle audits.

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 any 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 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. Any serious breaches of compliance with State or Federal laws will result in the immediate termination of the account with RRI.

COMPANY NAME _____

SIGNATURE _____ DATE _____

PRINT NAME & TITLE _____

----- INVOICING -----

Pick up on-line. You will receive an email notification stating your invoice is ready to be retrieved from our website.

EMAIL ADDRESS _____

CONTACT _____ PHONE _____

RRI Use Only

On-Line #

Overnight #

Records Research, Inc.
On-Line/Web Account Information
Phone 800.952.5766 ** Fax 800.870.6877

Company Name

Security Manager

Phone #

As Security Manager I authorize the following employees to order and receive California Department of Motor Vehicle Records through On-Line Service.

		RRI Use Only			
Full Name	DL Number	Term#	Added	Deleted	User Id

Physical Location of each terminal used to access the D.M.V.

Terminal #

RRI Use Only:

Date Set-up on Web

/

/

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 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 CA D MV's Commercial Requester Account Agreement and all other state regulatory agencies. These rules include, but are not limited to, the following:
 - Passwords shall be held in confidence and shall be changed every 60 days, or earlier, if it is suspected another individual has knowledge of an individual's password.
 - All documentation 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 Information Security Statement, form INF 1128. This statement must be signed annually.
 - All terminals used for on-line access must be authorized by Records Research, Inc. Those terminals shall be the termination point in your communication network.
 - California DMV record information, or DMV record information obtained from all other states, 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 for a period of five (5) years, in accordance with DPPA regulations.

Any person who has access to confidential or restricted [address] information from the department shall establish procedures to protect the confidentiality of those records. If any confidential or restricted information is released to any agent of a person authorized to obtain information, the person shall require the agent to take all steps necessary to ensure confidentiality and prevent the release of any information to a third party. No agent shall obtain or use any confidential or restricted records for any purpose other than the reason the information was requested.

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

Printed Name of Security Manager: _____

Security Manager Signature: _____

Driver's License No/State issued: _____

E-Mail Address: _____

Company Name or RRI Number: _____

Date: _____



A Public Service 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 (CA DMV) collects information from the public to administer the various programs for which it has responsibility. CA 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 CA 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 CA 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 CA DMV information only to individuals who have been authorized to receive it through the appropriate procedures as regulated by CA DMV. Requesters of information must complete the appropriate forms, submit them to CA 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 CA 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 CA 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 your manager or a supervisor of any indication of misuse or unauthorized disclosure of information obtained from CA 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 stated above. I understand that failure to comply with these policies and regulations may result in disciplinary action in accordance with state and 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 ()	EXTENTION	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.

ANNUAL RE-CERTIFICATION

I have read and understand the security policies stated within the Information Security Statement. I understand that failure to comply with these policies 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.

[illegible]