

SERVICE AGREEMENT

The undersigned desiring to use **LOGAN REGISTRATION SERVICE, INC.** services agrees that all reports will be submitted and received subject to the following conditions:

1. Subscriber represents and warrants to **LOGAN REGISTRATION SERVICE, INC.** that Subscriber is engaged solely in the business declared and described on the account information document. Subscriber further acknowledges that the use and disclosure of DMV data is restricted by law, including but not limited to the Driver's Privacy Protection Act of 1994 (DPPA) and the Fair Credit Reporting Act (FCRA). Failure by Subscriber to comply with these requirements will serve as grounds for immediate termination of this agreement.
2. Subscriber is responsible for understanding and complying with all applicable laws regarding the release of personal information. Subscriber must not transmit, publish or otherwise disseminate any information over the internet that is obtained from any state that prohibits such activities.
3. **LOGAN REGISTRATION SERVICE, INC.** makes no guarantees regarding turnaround times for completion of orders. Response time on request is subject to delays such as technical problems and state holidays. **LOGAN REGISTRATION SERVICE, INC.** makes no guarantee or warranty regarding the accuracy and/or completeness of any DMV obtained information. Use of DMV obtained information is at Subscriber's own risk. In the event that **LOGAN REGISTRATION SERVICE, INC.** in respect to the **LOGAN REGISTRATION SERVICE, INC.** system, is found liable for any mishandling of information, the liability shall be limited to the amount of the transaction fees paid by the Subscriber for the affected report(s).
4. Subscriber agrees to keep information relating to the ordering and use of DMV information obtained from **LOGAN REGISTRATION SERVICE, INC.** for a period of 5 years from original request date and upon request, will furnish such information to **LOGAN REGISTRATION SERVICE, INC.** in accordance with the provisions of the DPPA.
5. Subscriber's total cost per record is a combined charge of the Logan Registration's cost of obtaining the records and your service charge. State registry fees can increase without notification. In the event **LOGAN REGISTRATION SERVICE, INC.** finds it necessary to increase your service charge per record, you will be notified by 30 day written notice.
6. **LOGAN REGISTRATION SERVICE, INC.** will invoice the Subscriber for all requests processed. Payment of invoice is due and payable by Subscriber upon receipt thereof with payment terms of 15 days net. Any failure to pay all invoices in a timely manner under this agreement entitles **LOGAN REGISTRATION SERVICE, INC.** to discontinue Subscriber's access to order record processing until account is paid to current and Subscriber has paid the \$20.00 reactivation fee.

Name of Company

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

PERMISSIBLE USES

The law does allow access to DMV records for the following business reasons:

PLEASE CHECK THE REASON OR REASONS THAT APPLY TO YOUR ORGANIZATION

- ☐ For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
- ☐ For use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles, motor vehicle parts and dealers, motor vehicle market research activities including survey research, and removal of non-owner records from the original owner records of motor vehicles manufacturers.
- ☐ For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a. To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt of security interest against the individual.
- ☐ For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution of enforcement or judgments and orders, or pursuant to an order of a Federal, State, or local court.
- ☐ For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, re-disclosed, or used to contact individuals.
- ☐ For use by any insurer or insurance supporting organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- ☐ For use in providing notice to the owners of towed or impounded vehicles.
- ☐ For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- ☐ For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986. For drivers other than CDL license holders, you must have written permissions on file from that individual.
- ☐ For use in connection with the operation of private toll transportation facilities.

- ☐ For bulk distribution for surveys, marketing or solicitations if the motor vehicle department has implemented methods and procedures to ensure that:
- a. individuals are provided an opportunity, in a clear and conspicuous manner, to prohibit such use: and
 - b. the information will be used, rented, or sold solely for bulk distribution for surveys, marketing, and solicitations, and that surveys, marketing, and solicitations will not be directed at those individuals who have requested in a timely fashion that they not be directed at them.
- ☐ For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- ☐ For any other use specifically authorized under the law or the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

Name of Company

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date