



COLORADO STATE FORM INSTRUCTIONS (INSURANCE)

The following information will assist you in completing the appropriate form to access MVRs in this state.

- **Note:** This form is for insurance purposes only.
- Fill in all blanks in account information fields completely and be sure to include your Insurance Information Exchange (*iiX*) Account Number on each page.
- Regarding the *Affidavit of Intended Use and Requestor Release*; complete, sign and date the forms in the fields provided. Do not complete shaded area at bottom of the form.
- Regarding the *Addendum to Subscription Agreement for Colorado Motor Vehicle Reports*; complete the information required on the last page
- Only a person who is authorized to execute contracts for your company should complete and sign this form.

- Mail or fax signed form to:

Insurance Information Exchange (iiX)
Attn: Compliance Dept.
1716 Briarcrest, Suite 200
Bryan, TX 77802

Fax: (201) 748-1019 or (979) 846-7684

1. COMPLETE & SIGN TO RECEIVE COLORADO DRIVER RECORD INFORMATION.
 2. FAX COMPLETED FORM TO: iiX
 201 748-1019 ATTN: COMPLIANCE DEPT

INSURANCE

Account Number _____

Colorado

REQUESTOR RELEASE AND AFFIDAVIT OF INTENDED USE

To obtain record(s), you must declare your intended use of record(s). If you are acting as an agent for an authorized user, you must identify the company or entity on whose behalf you are requesting the record(s).

INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:

- By an agency charged with driver/motor vehicle safety or theft including: MV product alterations, recalls, advisories, MV performance monitoring, MV parts/dealers, MV market research or surveys, removal of non-owner records from original records of MV manufacturers.
- By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest.
- In connection with a civil, criminal, administrative or arbitral proceeding in any court or before a self-regulatory body, including process service, investigation, execution of judgment, or pursuant to a court order.
- In research activities (the information may not be published, redisclosed, or used to contact the parties).
- By an insurer or insurance support agency in connection with claims, investigations, anti-fraud activities, rating or underwriting.
- To provide notice to owners of towed or impounded vehicles.
- By an employer/agent or insurer of a Commercial Driver License Holder.
- In the operation of private toll facilities.
- Attached is a written consent of the person whose record is being requested.

Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.

Please complete:

NAME OF COMPANY	ADDRESS
SIGNATURE-Owner or Officer or Legally Authorized Representative	CITY, STATE, ZIP
PRINTED NAME	DATE

Information Below is intended for Individual Request	
DRIVER INFORMATION	
DRIVER NAME	
DRIVER LICENSE NUMBER	DATE OF BIRTH
VEHICLE INFORMATION	
OWNER NAME	
LICENSE PLATE NUMBER	VEHICLE IDENTIFICATION NUMBER (VIN)

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ADDENDUM TO SUBSCRIPTION AGREEMENT FOR COLORADO MOTOR VEHICLE REPORTS

This Addendum supplements the existing Subscription Agreement between "Customer" and Insurance Information Exchange ("iiX"). Customer hereby requests Colorado Records and agrees to follow and be bound by the following terms and conditions:

Definitions- For purposes of this addendum, the following definitions apply:

"Disclosure" or "Disclosed" is the sale, giving away without compensation, or other transfer or revelation of the information or data contained in a DLR, or MVR.

"Driver License Records" or "DLRs" are records containing information identified in 42-1-206(3.7)(a), C.R.S. **"DMV"** is The Colorado Department of Revenue, Motor Vehicle Business Group.

"Motor Vehicle Record" or "MVR" is any class of records compiled and maintained by the DMV pertaining to a motor vehicle title application under section 42-6-116, a motor vehicle registration application under 42-3-112, or other official record or document maintained by the DMV under section 42-2-121 pertaining to motor vehicles as defined in 42-1-102(58) CRS.

"Personal Information" or "PI" is defined in the federal Driver Privacy Protection Act ("DPPA") as adopted in Colorado statutes, 24-72-204, CRS, as amended from time to time.

"Records" are the driver history records; motor vehicle records; title, registration, or lien records or any portion of the records maintained by the DMV as defined under §§ 42-2-121 and 42-1-206(3.7)(a), (d), C.R.S.

"Records Containing Personal Information" or "RCPI" are those MVRs in which any data field of Personal Information has not been removed.

"Vendor" is an entity that serves as the DMV's representative for the distribution of Records to iiX and the Customer.

Additions – Treatment of RCPI: The following is added to the Subscription Agreement as regards Colorado Driver License Records:

- I. Customer agrees to:
 - a. Abide by the legal restrictions and conditions upon use and Disclosure of the PI contained within a Record and,
 - b. Keep sufficient books and records to evidence use in accord with the Intended Use.
- II. Customer shall destroy the RCPI, and PI is not retained except as integrated into the intended use indicated by the Affidavit of Intended Use. The Customer cannot give, sell, or loan a RCPI they have obtained or the PI it contains, to any other person or entity for any purpose whatsoever.
- III. Customer agrees to implement reasonable system and data security procedures to protect Records from unauthorized disclosure. Such reasonable procedures may include, but are not limited to, username and password access policies, firewalls, background investigations of employees or any other individuals authorized to access Records, appropriate protection of data during transmission using techniques such as VPNs, private point-to-point connections or, encryption during transmission, and execution of confidentiality agreements by such employees or other individuals with authorized access.
- IV. Customer agrees to keep and maintain, in accordance with commercially reasonable confidential data archive standards, and state and federal law, for a period of time equal to five years after the date a Record is acquired from iiX, books and records, of all transactions conducted under this addendum, including financial accounts:
 - a. Documenting disclosure of any Records in or under its possession or control,
 - b. Documenting Customer systems and operation for handling of and safeguarding from unauthorized Disclosure of Records under this Addendum and,
 - c. Customer will make available to Vendor, DMV, or the authorized representative of either of them, at any reasonable time, all such books and records including financial accounts, for auditing, compliance and monitoring purposes. Either Vendor or DMV shall have the right, but not the obligation, to conduct any inquiry or audit hereunder at any time.
- V. By signing this Addendum, Customer agrees to indemnify, hold harmless, and release Vendor and the State of Colorado and their respective parent corporations, subsidiaries, officers, agents, agencies, contractors, subcontractors and employees (collectively, the "Releasees") from and against any and all loss, damages of any kind, injury, liability, court awards, suits and proceedings, including costs, expenses and attorneys' fees, arising from the performance of this Addendum or the performance, disclosure, or use of any data contained in

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any records maintained by DMV by Customer, its officers, agents, volunteers or employees, except insofar (with respect to indemnity, hold harmless and release of the State of Colorado) as they may result from the actions or inactions of the State of Colorado, its agencies, employees, contractors or subcontractors; and except insofar (with respect to indemnity, hold harmless and release of Vendor) as they may result from the actions or inactions of Vendor, its parent corporation, its subsidiaries officers, agents, contractors, subcontractors or employees.

- VI. Customer shall report to iiX, who shall then report to Vendor, the following occurrences within twenty-four (24) hours of discovery:
 - a. Any known misuse of and/or breach of security or confidentiality involving a Record furnished from iiX to Customer;
 - b. Any litigation or Notice of Claim, involving the content or handling of a Record furnished from iiX to Customer. Such an occurrence shall be reported by Customer to iiX within three (3) business days of service of process;
 - c. Any non-monetary breach of the iiX's written Agreement with the Customer. Such an occurrence shall be reported by Customer to iiX within five (5) business days of discovering such breach;
- VII. Customer shall be capable of generating, within twenty four (24) hours of a request by Vendor or DMV, a history of its Disclosures over time of any Records obtained under this Addendum.
- VIII. Customer shall not use any PI obtained under this addendum for direct mail or email solicitations, advertising, or surveys, nor shall it compile or publish, or permit others to compile or publish, including on the Internet, any portions of the PI furnished to it in a Record.
- IX. Customer agrees that it is subject to remedial action by Vendor or DMV or both, in the event of violation of this addendum. Such remedial action may range from suspension for a fixed period of time from receiving Records, to termination of the privilege of receiving Records and may include liability to Vendor and/or the DMV.
- X. Customer agrees that no third-party rights are created or acquired by reason of this Addendum.
- XI. Customer agrees that no term or condition of any agreement with DMV or Vendor shall constitute a waiver, express or implied, of any provision of the Colorado Governmental Immunity Act (the "Immunity Act"), as amended from time to time, nor the risk management self insurance statutes (the "Risk Management Acts") as amended from time to time. Further, Customer understands, acknowledges and agrees that the liability of the State of Colorado for any claims or injuries arising out of any conduct of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provision of the Immunity Act and Risk Management Acts.
- XII. Customer acknowledges that the continuing ownership of the original record underlying each copy of a Record remains with DMV.

This Addendum does not modify, alter, expand or delete any other terms or conditions of the Subscription Agreement.

IN WITNESS WHEREOF, the customer certifies that each has read, understands, and agrees to the terms and conditions described herein in this Addendum, and Specific State Forms.

Company Name _____

Signature _____ Date _____
Owner or Officer or Legally Authorized Representative

Name (Printed) _____