



# iiX, An ISO Business Insurance Subscription Agreement

1. Please provide all requested information below (PLEASE TYPE OR PRINT).
2. The agreement must be signed by an owner, officer, director, partner, principal, or other person legally authorized to bind the company.
3. Make copies for your files, sign, and return a copy to iiX to the address or fax listed at bottom of page.

A COPY OF ONE OF THE FOLLOWING MUST ACCOMPANY THIS AGREEMENT: A CURRENT AND VALID INSURANCE OR BUSINESS LICENSE, OR A COPY OF ONE OF THE FOLLOWING dated within the last 24 months: CURRENT STATE SALES AND USE TAX CERTIFICATE, OFFICIAL FEDERAL DOCUMENTS - 940, 941, OR FEDERAL TAX RETURN.

Check one:     ExpressNet (service is over Internet)                       No Computer - Phone, Fax or Mail

<b>A</b>	COMPANY NAME _____ PHONE _____	
	MAILING ADDRESS _____	FAX # _____
	MAILING ADDRESS _____	FEIN _____
	CITY _____ STATE _____	ZIP _____
	PHYSICAL ADDRESS (REQUIRED) _____	
	PHYSICAL ADDRESS (REQUIRED) _____	
	CITY _____ STATE _____	ZIP _____
	SEND INVOICE ATTN OF _____	INVOICE EMAIL ADDRESS _____
	PRIMARY CONTACT _____	PRIMARY EMAIL ADDRESS _____
	WEBSITE (URL) ADDRESS _____	BUSINESS LOCATION (circle one) <u>COMMERCIAL</u> or RESIDENTIAL
	CALIFORNIA REQUESTER ID: _____ include CALIFORNIA COMMERCIAL REQUESTER ACCOUNT APPROVAL from state with agreement (Required for California MVRs)	

<b>B</b>	<b>TYPE OF BUSINESS</b> <input type="checkbox"/> Insurance Agency Indicate type(s) <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> Life Insurance <input type="checkbox"/> Insurance Company AM Best # _____ NAIC Code _____ Indicate type(s) <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> Life Insurance <input type="checkbox"/> Other _____	<b>C</b>	<b>REASON FOR ORDERING SERVICES</b> (check all that apply) <input type="checkbox"/> My business orders reports for <u>Underwriting</u> purposes for these insurance line(s): <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> Life Insurance <input type="checkbox"/> My business orders services for <u>Claims Investigation</u> <input type="checkbox"/> My business orders services for another reason (please explain) _____
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Decline Automatic Archive Search     Decline Automatic State Database Search - MO only

<b>iiX USE ONLY</b>		
DATE _____	SOURCE _____	SALES PERSON _____
ACCOUNT ID _____	PASSWORD _____	ACCT TYPE _____
DETAIL PG _____	ACCESS FEE _____	RATE CLASS _____
SPONSOR ACCT TO BILL _____		NAME _____
DIRECT BILL CODES _____	VERIFIED Date: _____	Initials: _____ SET UP FEE _____
TERMS OF AGREEMENT _____		<input type="checkbox"/> On-site visit Initials: _____

## Subscription Agreement – Terms and Conditions

This subscription agreement ("the Agreement") is entered into as of \_\_\_\_\_, (the "Effective Date") by and between ISO Claims Services, Inc., a Delaware corporation, through its Insurance Information Exchange unit ("iiX") with offices at 1716 Briarcrest, Suite 200 Bryan, TX 77802, and \_\_\_\_\_, (Customer Name) a \_\_\_\_\_ (State) corporation with offices at \_\_\_\_\_ (City, State).

**1. SERVICES AND RATES.** iiX agrees to provide certain reports, records, products, and/or services (collectively, "Information Services") that may include Motor Vehicle Reports ("MVRs"), Undisclosed Driver Information ("UDI"), Undisclosed Driver and VIN report ("UDV"), A-PLUS (a product of ISO Services, Inc.), and Scored Credit (a product of TransUnion) for Customer, under the terms and rates specified in this Agreement. The applicable Service Fee Schedules are attached to and made part of this Agreement and made a part of it as Exhibit 1. MVR iiX state record fees and processing schedules are set forth in the MVR Turnaround Schedule, attached to and made a part of this Agreement as Exhibit 2. iiX state record fees are subject to change at any time. **ALL iiX service fees are subject to change at any time and become effective during the billing period following notification.** The Information Services and other requests may be initiated and delivered by various client software packages as designated from time to time by iiX and will be billed on an iiX invoice.

**2. SOLE USE.** The Information Services provided are for the sole and internal use of the Customer and may not be resold, sub-licensed, delivered or displayed in any way or used by any third party, except between an insurance agency and an insurance company during the underwriting or renewal process. Customer warrants and agrees that any requests made for Information Services are to be used only as a factor in establishing a consumer's eligibility for new or continued insurance purposes, unless otherwise restricted further by Specific State Forms (as defined below). Failure of Customer to comply in all respects with the requirements of this Section 2 is a material breach of this Agreement. In such event, iiX may immediately terminate this Agreement and the delivery of any Information Services to Customer without notice or delay.

### 3. RESTRICTIONS.

**3.1. Confidentiality** Customer acknowledges that in connection with this Agreement, it may receive Personal Information (defined below) and nonpublic Personal Information from state agencies and service bureaus. Personal Information is information that identifies an individual and includes, but is not limited to: (a) first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) a driver's license number; or (i) any other information from or about an individual consumer that is combined with (a) through (h) above. Customer agrees to treat as confidential all Personal Information received from iiX and to disclose consumer information to only those of its employees who have a need to know such information to accomplish their duties. Customer shall not use Personal Information for any purpose except the purpose permitted by this Agreement.

**3.2. Compliance with Laws** Customer certifies that it shall order, receive, disseminate and otherwise use the Information Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to the Fair Credit Reporting Act ("FCRA"), the Driver's Privacy Protection Act ("DPPA"), 18 U.S.C. §2721 et seq., the Gramm-Leach-Bliley Act ("GLB") and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, "The Laws"). Customer understands that violators of the FCRA, the DPPA, and other federal and state laws governing protection of Personal Information are potentially subject to civil actions and penalties, including fines. Customer shall be responsible for understanding and for staying current with all of The Laws. Customer further represents and warrants that it shall ensure the security and confidentiality of Personal Information in compliance with The Laws.

Customer will immediately notify iiX of any inadvertent or unauthorized release of the Information Services obtained under this Agreement or other security breach of Personal Information contained in Information Services when the Customer knows of such unauthorized or inadvertent release.

**3.3. Customer Account Number and Passwords** iiX shall provide the Customer with an account number and a password. The Customer (a) hereby acknowledges that it bears sole responsibility for protecting the account number and account password granted in connection with this Agreement; (b) shall not provide any such information to any third party; and (c) shall remain fully responsible and liable for any unauthorized use of any password or account number.

**3.31. ExpressNet Customer Requirements** iiX shall provide the Customer with an account number and a password which the Customer must use when registering the account for internet access to order Information Services. The iiX Password Policy requires that each individual who will be requesting services through ExpressNet be issued a unique User Sign-on/password. One individual will function as the Administrator of the account. This person will be charged with creating, deleting, and maintaining user Sign-On information. The Administrator must provide iiX with a valid e-mail address and administrative password during the registration of the account for ExpressNet. Specific detail and requirements should be accessed on iiX.com website.

**3.32. Information Updates** It is the responsibility of the Administrator to keep all account information current and promptly notify iiX of any changes.

**3.4. Specific State Forms** Customer shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements, including any changes, supplements or amendments to them imposed by the states (collectively, "Specific State Forms") from or under which it will order Information Services. Customer certifies that it has filed all applicable Specific State Forms required by individual states. If Customer receives Information Services from a State requiring a state form, Customer agrees that it shall sign a copy of the appropriate state agreements and return them to iiX.

**3.5. Publications** Customer agrees that all solicitations, advertising copy and other communications used in connection with Information Services shall be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address. Customer further warrants that telephone numbers submitted to iiX for reverse telephone append matching services will not be randomly generated or obtained by an automatic number identification system, except where a prior business relationship exists between Customer and the owner of such telephone number.

**3.6. Archiving** Customer shall not use Information Services or data derived from them, including any MVR data, supplied by or through iiX to directly or indirectly compile, store, or maintain the Information Services or derivative data (independent of or commingled with other databases) to develop its own source or database of such services or data.

**3.7. Other Restrictions** iiX may from time to time impose additional restrictions, procedures or processes upon the use and/or delivery of the Information Services that it believes to be prudent to ensure compliance with The Laws, the Specific State Forms and/or the security, privacy or confidentiality of the Information Services.

**3.8. Interpretation** In the event that Customer and iiX disagree with the intent, effect, necessity to comply with or the interpretation and/or compliance requirement of any of The Laws or Specific State Forms, Customer shall conform to iiX's interpretation.

**3.9. Use of the Internet** Customer will not disseminate any unsecured or unencrypted Information Services over the Internet. Internet dissemination includes e-mail, World Wide Web access, FTP and all other mechanisms where data is transmitted across the Internet. This shall not prohibit End User from transmitting such information over a secure network to End User's authorized agents with a legitimate need to receive the information, provided that such actions comply with The Laws as well as any other state and federal statutes and regulations governing the confidentiality, security and transmission of the Information Services.

**4. WARRANTY AND INDEMNIFICATION.** Customer represents and warrants that any data, content or other materials provided by Customer to iiX are in compliance with all applicable laws and will not, when used by iiX, defame any person or infringe the trademarks, service marks, copyrights or other intellectual property rights of any third party. Customer agrees to indemnify and hold harmless iiX, its affiliated companies and their officers, directors, employees and shareholders from any and all damages, costs, judgments and expenses (including reasonable attorney's fees) as well as any and all fines, interest, penalties or any other liabilities: (i) incurred by iiX, (ii) imposed by local, state or federal authorities or (iii) claimed by any third party which result from or arise out of Customer's failure to fully comply with the provisions of Section 3 and 4 or the use by Customer of the Information Services provided under this Agreement.

**5. PAYMENT.** Customer agrees to pay for all Information Services ordered and processed by iiX under Customer's account number, except products billed to a sponsoring company under the direct bill option and paid by that company. iiX will invoice Customer monthly. Terms are DUE ON RECEIPT. **Payment must be RECEIVED by the 15th of the month following date of invoice.** Access privileges to the system will be suspended (including direct bill companies) if invoices are not paid when due. Past Due accounts will incur a finance charge of 1.5% monthly until paid. In addition to all other charges specified in this Agreement, Customer will assume responsibility for and pay all applicable state, local, federal or other taxes (exclusive of taxes based on iiX's net income) that result from this Agreement or the products and services provided under it.

**6. DIRECT BILL.** iiX reserves the right to bill back to Customer and Customer agrees to pay any invoice not paid for by a sponsoring company for any reason. Rebilling will be at the volume rate for all products ordered in the month in which the Information Services were originally requested. iiX agrees to use reasonable efforts to collect past due amounts from the sponsoring company before billing back to Customer. Customer understands that direct bill authorization may be revoked at any time. Customer is responsible for entering the correct billing code before transmitting orders. iiX cannot change the billing code after the request has been received.

**7. TERMINATION.** Customer may terminate this Agreement at any time with thirty (30) days prior written notice to iiX. Customer agrees, however, to pay for all requests received by iiX prior to termination. Except as provided in Sections 2 and 3, iiX may terminate this Agreement or amend this service by providing ten (10) days prior notice to Customer. iiX may amend this Agreement or terminate without notice if the availability of an Information Service to iiX changes for any reason during the term of this Agreement.

**8. DISCLAIMERS.**

CUSTOMER UNDERSTANDS AND AGREES THAT THE FOLLOWING LIMITATIONS ARE AN ESSENTIAL PART OF THE CONSIDERATION TO iiX FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS ARE SPECIFICALLY DESIGNED AND AGREED TO BY THE PARTIES TO ALLOCATE AND LIMIT RISKS BETWEEN THE PARTIES IN LIGHT OF THE PRICES CHARGED AND THE OTHER BUSINESS TERMS OF THIS AGREEMENT.

iiX PREPARES CERTAIN OF THE INFORMATION SERVICES PROVIDED UNDER THIS AGREEMENT FROM INFORMATION SUPPLIED BY VARIOUS STATE AGENCIES AND OTHER SERVICE BUREAUS. ALTHOUGH EVERY REASONABLE EFFORT IS MADE TO ENSURE THE ACCURACY OF THE DATA, THE INFORMATION SERVICES ARE PROVIDED "AS IS" AND NEITHER iiX NOR ITS SERVICE BUREAUS IN ANY WAY WARRANT OR ASSUME ANY LIABILITY FOR THE ACCURACY, TIMELINESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR COMPLETENESS OF ANY INFORMATION SERVICE PROVIDED UNDER THIS AGREEMENT.

AT THE DISCRETION OF THE CUSTOMER, WHERE PERMITTED, MOTOR VEHICLE REPORTS MAY BE SUPPLIED FROM DATABASE OR HISTORY FILES OF OTHER SERVICE BUREAUS. THESE DATABASE REPORTS MAY NOT CONTAIN THE SAME DATA AS A CURRENT STATE REPORT. THE REPORT WILL BE NOTED AS A DATABASE REPORT AND WILL SHOW THE ORIGINAL REPORT DATE.

NEITHER iiX NOR ITS SERVICE BUREAUS ASSUME RESPONSIBILITY FOR CHARGES INCURRED, LOST REVENUE, NOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ERRORS IN CUSTOMER INPUT, DUPLICATE REQUESTS, ERRORS IN TRANSMISSION, PROGRAM OR EQUIPMENT FAILURES, COMMUNICATION PROBLEMS, PROCESS DELAYS, OR SCHEDULE CHANGES. IN NO EVENT SHALL iiX'S OR THE SERVICE BUREAU'S LIABILITY EXCEED THE CHARGES ACTUALLY PAID TO iiX BY CUSTOMER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM.

**9. CREDENTIALING.** Credentialing is the process for verifying that entities are legitimate and their purpose for the use of the Personal Information is authorized.

**9.1. Pre-Service Review** iiX will verify Customer identity and permissible purpose through a certification or pre-service review. This review may include but not be limited to a verification of the type of business, confirmation that the stated permissible purpose for obtaining the product or service is compatible with the type of business conducted, conducting a physical inspection of the premises to assure that it is a legitimate business facility, verification of specified credentials, and verification of business phone and address records and web pages through the use of recognized third parties. Customer agrees to cooperate fully with any certification process or pre-service review prior to iiX permitting access to Information Services.

**9.2. Credential Monitoring** Customer further agrees to cooperate fully with continued monitoring of Customer credentials. Monitoring includes the recertification of credentials and update of agreement. iiX reserves the right to make such requests as it deems necessary. Failure to comply could result in restriction or termination of access to the Information Services.

**10. AUDIT.** Upon receipt of iiX audit requests, Customer agrees to respond within a given time period specified in the audit notice or request for information. Customer shall provide all documentation as requested. This information shall be made available to iiX for review and copying upon iiX's request or to any governmental authority upon request. Access privileges to Information Services will be suspended upon failure to comply with such requests.

**11. RETENTION OF INFORMATION.**

**11.1. Retention of Information Services Materials and Data** The Customer shall promptly and adequately destroy data and materials from the Information Services (including MVRs) in its possession when they are no longer required for the purpose as stated in this Agreement.

**11.2. Retention of Requestor Information** Customer must maintain records identifying each person or entity that receives the Personal Information and the permitted purpose for which the Personal Information will be used. These records must be retained for a period of (5) five years and shall include, but not be limited to, the: request date, requested individual, requestor, permissible purpose for each Information Services and signed consent forms.

**11.3. Destruction of Information** All materials and data containing Personal Information that have been obtained from or through iiX must be properly disposed of by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. This would include, but not be limited to, implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing Personal Information so that the information cannot practicably be read or reconstructed. Electronic files or media containing Personal Information must be destroyed or erased so that the information cannot be read or reconstructed.

**12. INDEPENDENT CONTRACTORS.** The relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other similar relationship. Neither party shall have the right or authority to create, assume or imply any obligation or responsibility on behalf or in the name of the other party or bind the other party in any manner.

13. **NOTICES.** Notices sent to either party shall be effective when delivered in person, one day after being sent by overnight courier, or five (5) days after being sent by certified mail postage prepaid to the address set forth above for such party, or to such other address as the party, to which such notice is being sent, may from time to time have specified in an earlier notice to the party sending such notice. In addition, notices to Customer sent by e-mail to Customer's e-mail address identified in this Agreement shall be effective when sent. Customer shall notify iiX of any changes in Customer's e-mail address.

14. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York. The state or federal courts of the State of New York shall have exclusive jurisdiction over any claims arising out of or in any way related to this Agreement.

15. **FORCE MAJEURE.** Except for payment obligation, neither party shall be liable for any failure or delay in performance directly or indirectly caused by acts or omissions beyond the reasonable control of the party required to perform. In the event that a party is asserting force majeure as its reason for failing to perform timely, such party shall immediately notify the other party of the situation and shall use every reasonable effort to remove the condition of force majeure and begin performance.

16. **MISCELLANEOUS.** This document and any amendments as well as the Exhibits referenced and incorporated in it and all documents referred to in those Exhibits constitute the entire agreement between the parties with respect to its subject matter and supersede all other communications, whether written or oral. This Agreement may be modified or amended only in a writing signed by both parties. Waiver of any provision in one instance shall not preclude its enforcement in the future. Headings are for reference purposes only and have no substantive effect.

17. **SEVERABILITY.** The provisions of this Agreement shall be severable, and if any provision shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such invalid provision had not been contained in it.

18. **SURVIVAL.** The provisions of Sections 3, 4, 5, 8, 10, 11, 13, 14, 15, 16, 17, 18 and 19 of this Agreement shall survive the expiration, cancellation, termination or non-renewal of this Agreement.

19. **COUNTERPARTS.** This agreement may be executed in two or more counterparts, each of which shall take effect as an original and all of which together shall evidence one agreement.

20. **ASSIGNMENT.** Customer shall not assign or subcontract this Agreement without the prior written permission of iiX and any such assignment or delegation, either full or partial, to any third party is void and of no effect. A merger, consolidation, reorganization or other change of control shall be considered an assignment for the purposes of this Agreement. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted transferees, successors and assigns.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS DESCRIBED IN THIS SUBSCRIPTION AGREEMENT, AND ANY APPLICABLE STATE AGREEMENTS.

I SWEAR AND AFFIRM THAT THE STATEMENTS MADE IN THIS AGREEMENT ARE TRUE AND CORRECT. I HAVE DIRECT KNOWLEDGE OF THE FACTS CERTIFIED IN THIS AGREEMENT. I HAVE AUTHORITY TO MAKE THE ABOVE REPRESENTATIONS AND TO ENTER INTO THIS AGREEMENT AS A PERSON LEGALLY AUTHORIZED TO BIND THE COMPANY (OWNER, OFFICER, DIRECTOR, PARTNER, PRINCIPAL, OR OTHER REPRESENTATIVE WHO IS LEGALLY AUTHORIZED TO BIND THE BUSINESS).

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Owner or Officer or Legally Authorized Representative

NAME (Printed): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS OF SIGNEE: \_\_\_\_\_