



VIRGINIA STATE FORM INSTRUCTIONS (EMPLOYMENT)

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

- **Note:** This form is for **employment** purposes only.
- Fill in all blanks in **account information** fields completely.
- Be sure to include your *Insurance Information Exchange* Account Number.
- Sign and date the forms in the fields provided.
- 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: Government Relations
1716 Briarcrest, Suite 200
Bryan, TX 77802

Fax: (201) 748-1449 or (979) 691-0426



VIRGINIA INFORMATION USE AGREEMENT (EMPLOYMENT)

WHEREAS, the Commonwealth of Virginia, Department of Motor Vehicles, may under existing statutes furnish an abstract of a driver's record as maintained by the department for the purpose of employment screening, as detailed in Va. Code §46.2-208, which limits the release of such abstract to an employer, potential employer, or authorized agent who has been authorized in writing by such driver to obtain the driver's record;

IN CONSIDERATION OF THE FOREGOING, THE UNDERSIGNED ACKNOWLEDGES AND CERTIFIES AS FOLLOWS:

1. Customer is an end user of data and information ("DMV Information" or "Official Records") obtained from the Virginia Department of Motor Vehicles ("Virginia DMV"). Customer represents and warrants that it is obtaining DMV Information for no other purpose than that for which it is furnished and that it will not directly or indirectly sell, assign, or otherwise transfer any information or any portion of information contained in DMV official records.
2. Customer acknowledges that penalties, including fines, potential damages awarded in a civil action, and possible criminal liability, apply to the unauthorized disclosure and misuse of DMV Official Records or any information derived from them based on the Driver's Privacy Protection Act ("DPPA") and Virginia Code §§ 46.2-208 through §§ 46.2-216.2 and § 46.2-380.
3. Customer represents and warrants that, as prescribed by the laws of the Commonwealth of Virginia, (a) it will obtain written authorization from each person, as required under Section 46.2-208(11) of the Code of Virginia and Section 2721 of the DPPA, unless the person holds a Commercial Driver's License ("CDL") and the person's position or position for which the person is being considered involves the operation of a commercial motor vehicle, in accordance with Section 46.2-208 of the Code of Virginia; (b) maintain the written authorization, when required, for a period of five years from the date of the information request, and (c) provide copies of the written authorization to Insurance Information Exchange ("iiX"), the Virginia DMV, or Virginia Interactive upon request.
4. Customer represents and warrants that it shall not present information or data obtained or derived from such information or data obtained from the Virginia DMV in such a way as would lead a reasonable person to believe that Customer is in any way affiliated with the Virginia DMV or the Commonwealth of Virginia. Customer understands that use of the Seal of the Commonwealth of Virginia or any copyrighted material owned by the Commonwealth of Virginia is prohibited.
5. Customer will maintain documentation of each and every inquiry about and access made to any DMV Official Record. The documentation will be maintained based upon the type of inquiry or purpose of the inquiry and must be available for audit purposes for inspection by Virginia Interactive or the Virginia DMV for a period of five years from the date the inquiry was made or a DMV Official Record was accessed.
6. Customer represents and warrants that it will not disclose or disseminate the DMV Information or Official Records, or information derived from them, to the general public, nor publish such information or records on the Internet or via e-mail.
7. Customer agrees that the Virginia DMV and Virginia Interactive may amend, suspend or terminate access to DMV Official Records at any time and without prior notice.
8. Customer agrees that this Information Use Agreement shall have a 24-month term.
9. Customer shall indemnify and hold iiX, the Virginia DMV and Virginia Interactive harmless for any unauthorized disclosure and/or misuse of DMV Information by Customer.

I have read and understand the above requirements.

Customer:

Company or Organization

Signature

Address

Date

City, State

iiX Account ID(s)