

SUBSCRIPTION AGREEMENT

A current copy of your license to operate as a business, any professional license and a Federal Form (i.e., 940,941,ss-4 or Federal Tax Return) with your business name and Federal Tax ID number imprinted must be included with this Agreement

This agreement by and between **FLORIDA MVR SERVICES, INC.** and the company named below (**CUSTOMER**):

Customer Name: _____

Mailing Address: _____

Physical Address: _____

City, State, Zip: _____

Federal Tax ID# or SSN#: _____

Account Contact: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Type of Business: _____

Customer certifies and agrees to use the services of and the reports received from Florida MVR Services, Inc. in compliance with all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508, the Americans with Disabilities Act (ADA 1990), the Driver Privacy Protection Act (DPPA), Public Law 103-322 and all other applicable federal and state laws and regulations including federal and state equal opportunity laws and regulations and that a copy of "Notice To Users Of Consumer Reports: Obligations Of Users Under The FCRA" and of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Driver Privacy Protection Act" have been made available to Customer.

Customer agrees to only request records for employment, licensing, insurance, and credit purposes, or in connection with a legitimate business need initiated by the consumer.

Customer agrees to properly identify itself/himself/herself when requesting reports and further certifies that information will be requested only for the subscriber's exclusive use and that inquiries will be made only for permissible purposes, and for no other purpose. Customer certifies it will not resell or allow others to use reports or information from reports provided by Florida MVR Services, Inc.

Customer certifies that all reports will be kept strictly confidential. Except as required by law, no information from reports will be revealed to any other person, except a person whose duty it is to pass on the information in relation to which the report was ordered. No information will be requested for the use of any other person. Requests for report information from the person reported on or his representative will be disclosed as provided for under the Fair Credit Reporting Act, The Americans with Disabilities Act, Driver Privacy Protection Act or other applicable laws.

Customer certifies that it will be responsible for making sure its employees are knowledgeable regarding all laws and regulations, including any applicable state requirements related to record use and retention, including proper authorization, and shall comply with same.

Customer certifies that before ordering any report from Florida MVR Service, Inc. for employment purposes that:

- It has disclosed to the applicant or employee in writing and in a separate document, that a consumer report will be ordered.
- It has obtained written consent from the applicant or employee, as required by the FCRA before ordering the report.
- Before denying a job or taking any adverse action, it has shown the report and provided a copy of the FCRA "Summary of Consumer Rights" notice to the applicant or employee.
- It has not violated any applicable Federal or State equal employment opportunity law or regulation.

Customer certifies that when refusing to hire someone based in whole or part on reports received from Florida MVR Services, Inc. that:

- It has notified the applicant of the "adverse action" and
- It has provided to the applicant information regarding his rights.

Customer agrees to keep a copy of the signed written applicant or employee consent for a period of five (5) years and agrees to provide Florida MVR Services, Inc. with a copy of the signed consent within twenty-four (24) hours should a request be made.

Customer understands that failure to comply with FCRA requirements can result in state or federal enforcement actions, as well as private lawsuits. Florida MVR Services, Inc. performs compliance audits and Customer agrees to provide information as requested.

Reason(s) for Ordering Reports: (Check all that apply)

We are an Employer who uses the reports for employment or contract labor purposes for our own employees or applicants.

Other purposes (explain in full below)

We are an Insurance Company/Agency providing underwriting and claims services.

We are an Attorney/Lawyer Office providing legal services.

We are a Private Investigator/Agency providing investigative or screening services for clients.
NOTE: Florida records only. A separate third-party form required.

Customer certifies that it will only request motor vehicle records which may includes personal information for the following permissible use(s) and for no other reason as described in the Federal Driver Privacy Protection Act and summarized below. (Check all that apply)

For a governmental agency or private entity acting on behalf of a Federal, State or local agency.

For notice to owners regarding towed or impounded vehicles.

For matters of vehicle or driver safety and theft; emissions; product alterations; recalls or advisories.

Private Investigator or licensed security service use subject to DPPA permitted purposes.

Business use to verify information submitted by individual; if info is not correct, obtain correct info to prevent fraud, pursue legal remedies against or recovery of debt.

By employer/agent/insurer to obtain or verify information relating to the holder of a Commercial Driver License.

In connection with a court proceeding including service of process and investigation in anticipation of litigation or enforcement of judgements.

For operation of private toll transportation facilities.

For research and statistical analysis; personal info can not be published, re-disclosed, or used to contact person.

With written consent of individual to whom the info pertains.

For insurance underwriting, rating, claims and antifraud activities.

For use specifically authorized by laws of the state, if such use is related to the operation of a motor vehicle or public safety

Customer certifies that it will be solely responsible for any use or misuse of the service provided by Florida MVR Services, Inc., and the information received as a result of this agreement and for compliance with all laws and regulations applicable to such record information. Customer agrees that Florida MVR Services, Inc. shall not be liable to Customer or any other person or entity for any lost profits, claims, suits, damages, fines or penalties of any kind or nature and expressly agrees to hold Florida MVR Services, Inc. its officers, employees and stockholders harmless from and indemnify it for any loss or expense, including attorney fees, as a result of such claims, suits, damages, fines or penalties.

Customer understands and agrees that the accuracy of any information furnished is not guaranteed by Florida MVR Services, Inc. and agrees to release Florida MVR Services, Inc. its officers, employees, stockholders, agents of independent contractors from any and all liability, including without limitation, liability or damage from any negligence in connection with procuring, collecting, preparation or communication of such reports, and from any loss or expense suffered by Customer resulting directly or indirectly from these reports.

Customer agrees to be responsible for maintaining the secrecy of all account numbers and passwords assigned to him.

Customer further agrees to pay for all Information reports, products and services ordered and processed by Florida MVR Services, Inc. according to the rate schedule in effect at the time services are rendered. Payment is due at date of statement, made payable to Florida MVR Services, Inc. at its address set forth below. Interest of one and one-half percent (1.5%) per month or the highest lawful rate will be due on any sums not paid within 30 days of statement date. Florida MVR Services, Inc. may at its option discontinue service to any customer whose account is not kept current. Customer understands that services provided through Internet access require a debit account wherein amounts will be withdrawn from that account as services are ordered and processed. These funds will be kept in a non-interest bearing Escrow Account. Customer will be responsible for replenishing the account when account balance becomes insufficient. If the customer's account balance becomes insufficient to pay for a report, no online request can be made until the account is replenished. Accounts which remain inactive for a period of 12 consecutive months are subject to an Inactive Account Fee of \$5.00 per month or the account balance, whichever is less.

Customer agrees to pay reasonable attorney's fees and expenses incurred by Florida MVR Services, Inc. in the enforcement of this agreement and collection of the sums due under it both prior or subsequent to judgment and in any and all trial, appellate and bankruptcy tribunals, whether suit be brought or not. Venue for all legal actions or suits between the parties to this agreement shall be in Leon County, Florida unless otherwise prohibited by law.

This agreement may be canceled at any time by Florida MVR Services, Inc. and services terminated, however, such cancellation shall not terminate the customer's obligation to pay for services previously rendered.

The person who signs this agreement as well as the Customer certifies that by signing this agreement the person represents and warrants that he/she is authorized to execute this agreement on behalf of the Customer.

I (we) have read and understand the Subscription Agreement; The Federal Driver Privacy Protection Act (DPPA) and the Fair Credit Reporting Act (FCRA) "Notice to Users of Consumer Reports" as provided by Florida MVR Services, Inc. I (we) certify that our business use of all information provided by Florida MVR Services, Inc. will be subject to the Subscription Agreement and is allowable under the provisions of the DPPA as indicated above, and in compliance with the FCRA where applicable. This certification shall apply to each of our dealings with Florida MVR Services, Inc. If the nature of our business or use of information changes, it is our responsibility to contact Florida MVR Services, Inc and complete a new Subscription Agreement. This Agreement cannot be changed or modified without the express prior written permission of Florida MVR Services, Inc.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Title: _____

Reports are paid for using a debit account system. You must initially fund your account with a minimum of \$50.00. This money will be placed in an Escrow account. The cost of each record ordered will automatically be deducted from your account. You may fund your account by mailing a check along with this Subscription Agreement or you may use your credit card by completing the following Credit Card Authorization.

I, _____, authorize Florida MVR Services, Inc. to charge
(Cardholders name as on card)

\$ _____ to my _____ account, which is to be
(Minimum of \$50) (Visa, MasterCard, Discover or Amex)

applied to an escrow account for the purpose of ordering information reports through Florida MVR Services, Inc. This Authorization also applies to future charges for ordering Information reports.

Card Account #: _____

Expiration Date: _____

Billing Zip Code: _____

Signature of cardholder: _____

Date: _____

A current copy of your license to operate as a business, any professional license and a Federal Form with your business name and Federal Tax ID number imprinted must be included with this Agreement.

Fax or Mail signed Agreement to:

Fax 1-866-301-4391

Florida MVR Services, Inc
P.O Box 13905
Tallahassee, Florida 32317