



iiX, An ISO Business Employment Subscription Agreement



1. Please provide all requested information below *(PLEASE TYPE OR PRINT)*.
2. Agreement must be signed by an authorized agent or officer of the company.
3. Make copies for your files, mail originals to IntelliCorp; 3000 Auburn Drive, Suite 410; Beachwood, OH 44122 or you may fax to 216.450.5301

ONE of the following **MUST** accompany this agreement: A CURRENT AND VALID BUSINESS LICENSE, OR A COPY OF ONE OF THE FOLLOWING dated within the last 24 mo.: CURRENT STATE SALES AND USE TAX CERTIFICATE, OFFICIAL FEDERAL DOCUMENTS - 940, 941, OR FEDERAL TAX RETURN.

A	COMPANY NAME _____ PHONE _____	
	MAILING ADDRESS _____	FAX # _____
	MAILING ADDRESS _____	FEIN _____
	CITY _____ STATE _____	ZIP _____
	PHYSICAL ADDRESS (REQUIRED) _____	
	PHYSICAL ADDRESS (REQUIRED) _____	
	CITY _____ STATE _____	ZIP _____
	PRIMARY CONTACT _____	PRIMARY EMAIL ADDRESS _____
	WEBSITE (URL) ADDRESS _____	
	CALIFORNIA REQUESTER ID: _____ include CALIFORNIA COMMERCIAL REQUESTER ACCOUNT APPROVAL from state with agreement (Required for California MVRs)	

B	BUSINESS DESCRIPTION (explain): _____ _____ # of Employees: _____ Locations (Attach list if Necessary): _____	C	REASON FOR ORDERING REPORTS (check all that apply) <input type="checkbox"/> Employment purposes (Current or Prospective Employees) <input type="checkbox"/> My business orders reports for another reason (please explain: _____)
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iiX USE ONLY			
DATE _____	SOURCE _____	SALES PERSON _____	
ACCOUNT ID _____	PASSWORD _____	ACCT TYPE _____	
DETAIL PG _____	ACCESS FEE _____	RATE CLASS _____	
SPONSOR ACCOUNT TO BILL _____	998559 _____	NAME IntelliCorp _____	ACCOUNT ID _____
DIRECT BILL CODES _____	VERIFIED Date _____	Initials _____	

Employment Subscription Agreement – Terms and Conditions

This subscription agreement for Motor Vehicle Reports and other records ("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 3011 Earl Rudder Freeway South College Station TX 77845 and _____, (Customer Name) a _____ (State) corporation with offices at _____ (City, State).

1. **PRODUCT.** iiX agrees to provide services and obtain Motor Vehicle Reports, hereafter called "Information Reports," for Customer under the terms specified herein.

2. **SOLE USE.** Customer warrants and agrees that the Information Reports, products and/or services are to be used internally by Customer solely with respect to (i) the continued employment of current employees or (ii) offers of employment to prospective employees, unless further restricted by Specific State Forms (as defined below). The Information Reports, products and services provided by iiX may not be sold, sub-licensed, transferred, published, delivered, displayed, used by or otherwise made available to any third party. 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 MVRs, services or other products to Customer without notice or delay.

3. **RESTRICTIONS.**

3.1. **Confidentiality** The Customer acknowledges that in connection with this Agreement, it may receive personal information 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 in order to accomplish their duties. The 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 Reports 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 18 U.S.C. §2721 et seq., ("DPPA"), the Gramm-Leach-Bliley Act ("GLB") and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively referred to herein as "The Laws"). The federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose. 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. The Customer will immediately notify iiX of any inadvertent or unauthorized release of the Information Reports obtained under this contract or other security breach of personal information contained in Information Reports when the Customer knows of such unauthorized or inadvertent release.

3.3. **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 thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order Information Reports. Customer certifies that it has filed all applicable Specific State Forms required by individual states. If Customer receives Information Reports from a State requiring a state form, customer agrees that they shall sign a copy of the appropriate State agreements and return to iiX.

3.4. **Publications** Customer agrees that all solicitations, advertising copy and other communications used in connection with Information Reports, products and 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 between Customer and the owner of such telephone number.

3.5. **Archiving** Customer shall not use Information Report data supplied by iiX to directly or indirectly compile, store, or maintain the Information Reports to develop its own source or database of Information Reports.

3.6. **Other Restrictions** iiX may from time to time impose additional restrictions, procedures or processes upon the use and/or delivery of the Information Reports which 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 Reports.

3.7. **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.

3.8. Use of the Internet Customer will not disseminate any MVRs over the Internet. Internet dissemination includes public e-mail, World Wide Web access, FTP and all other mechanisms where data is transmitted across the Internet.

Failure of Customer to fully comply with the requirements of all of Section 3 shall be a material breach of this Agreement and shall permit iiX to immediately terminate this Agreement and the delivery of any Information Reports, services or other products to Customer without notice or delay.

4. **WARRANTY AND INDEMNIFICATION.** Customer hereby 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 Reports, products and services which are provided hereunder.

5. **TERMINATION.** Customer may terminate this Agreement at any time. Customer agrees, however, to pay for all requests. 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 Report to iiX changes for any reason during the term of this Agreement.

6. **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 THE INFORMATION REPORTS AND PRODUCTS PROVIDED UNDER THIS SERVICE 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 REPORTS AND OTHER PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND NEITHER iiX NOR ITS SERVICE BUREAUS IN ANY WAY WARRANTS OR ASSUMES ANY LIABILITY FOR THE ACCURACY, TIMELINESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR COMPLETENESS OF ANY INFORMATION REPORT OR PRODUCT 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 ASSUMES 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 IN LIMITATION, 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.

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

7.1. 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 Reports.

7.2. 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 iiX products and services.

8. **AUDIT.** Upon receipt of iiX audit requests, the Customer agrees to respond within a given time period specified in the audit notice or request for information. The 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 the system will be suspended upon failure to comply with such requests.

9. **RETENTION OF INFORMATION.**

9.1 Retention of Information Reports The Customer shall promptly and adequately destroy the Information Reports (including MVR) in its possession when they are no longer required for the purpose as stated in this agreement.

9.2 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. This information 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 Report and signed consent forms.

9.3 Destruction of Information All documents containing personal consumer information that have been obtained from 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 consumer information so that the information cannot practicably be read or reconstructed. Electronic files or media containing consumer report information must be destroyed or erased so that the information cannot be read or reconstructed.

10. **INDEPENDENT CONTRACTORS.** The relationship of the parties shall be that of independent contractors. Nothing herein 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.

11. **NOTICES.** Audit 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, audit notices to Customer sent by facsimile or e-mail to the 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.

12. **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.

13. **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.

14. **MISCELLANEOUS.** This document and any amendments as well as the Exhibits referenced herein and all documents referred to in said Exhibits constitute the entire agreement between the parties with respect to the subject matter hereof 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 hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

15. **SEVERABILITY.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, 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 herein.

16. **SURVIVAL.** The provisions of Sections 3, 4, 6, 8, 12 and 13 of this Agreement shall survive the expiration, cancellation, termination or non-renewal of this Agreement.

17. **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.

18. **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 hereto and their respective permitted transferees, successors and assigns.

IN WITNESS HEREOF THE CUSTOMER CERTIFIES THAT IT 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 HEREIN ARE TRUE AND CORRECT. I HAVE DIRECT KNOWLEDGE OF THE FACTS CERTIFIED IN THIS AGREEMENT AND AUTHORITY TO MAKE THE ABOVE REPRESENTATIONS.

SIGNATURE: _____ DATE: _____

Owner or Officer

NAME (Printed): _____ TITLE: _____

E-MAIL ADDRESS OF SIGNEE _____