



P.O. Box 163355 Sacramento, CA 95818
Phone: 866-454-3238 Fax: 866-790-5246

Company Information:

Company Name: _____

Type of Business: _____ Yrs in Business: _____

Physical Address: _____ City _____ State _____ Zip _____

Billing Address: _____ City _____ State _____ Zip _____

Telephone#: _____ Fax#: _____ Security Manager's Name: _____

Security Manager's Email Address: _____

How did you hear of our services? DMV Website _____ Internet Search _____ Friend _____ Direct Mail _____ Promo Code on Mail Ad _____

DMV Requester Code: _____ DMV Agreement#: _____ EXPIRES: ____/____/____

Type of Business: [☐] Sole Proprietor [☐] Partnership [☐] Corporation – TaxID# _____

Principals of Company:

Name: _____ Title: _____

Name: _____ Title: _____

BANKING INFORMATION:

Financial Institution: _____

Branch Address: _____

Branch Telephone#: _____ Account Number: _____

BUSINESS CREDIT REFERENCES:

Name of Creditor Telephone# Account# (s)

1. _____

2. _____

This Agreement is entered into between Datalink Services, Inc (herein "Datalink") and _____ (Subscriber).

1. **SERVICE** Datalink Services, Inc. (Datalink) provides nationwide public record information, document retrieval and related services (herein "Services") using its proprietary databases and information obtained from third parties. Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay Datalink the applicable rates and charges set forth herein.

2. **PAYMENT** Each response to a request for information, including "no record found", subscriber agrees to pay Datalink Services, Inc. the applicable charge then prevailing for services rendered to subscriber. Subscriber shall pay to Datalink Services, Inc. prices as updated from time to time through on-line announcements, subscriber bulletins and published price schedules. All current and future Datalink pricing documents are deemed to be incorporated herein. Payment by Subscriber is due ten (10) days from the date of invoice. Ordering privileges may be suspended if payment is not received within 20 days of the invoice. If payment is not received by the first of the following month a 2 1/2% penalty will accrue. There is a minimum Service Charge of five dollars on past due invoices. If account is suspended due to non-payment, a deposit will be required to reinstate account. Deposit will be equal to client's average monthly sales.

3. **LIABILITY/WARRANTY** Subscriber accepts all information AS IS. Datalink shall not be liable to Subscriber or to any person claiming through Subscriber or to whom Subscriber may have provided service for any loss or injury arising out of or caused in whole or in part by Datalink's negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering Services or otherwise performing this Agreement. Subscriber acknowledges that every business decision involves assumption or a risk and that Datalink Services, Inc. is not underwriting that risk in any manner. The foregoing notwithstanding, if liability can be imposed on Datalink Services, Inc., then Subscriber agrees that Datalink's aggregate liability for any and all losses or injuries to Subscriber in connection with anything to be done or furnished under this Agreement, shall never exceed the cost Datalink charged to Subscriber for the Services. In consideration of the receipt by Subscriber of Services at the rates charged by Datalink hereunder, which are far lower than would be available to Subscriber absent this waiver, Subscriber promises that it will not hold Datalink liable for an amount greater than the cost of the Services charged by Datalink to Subscriber for such claim. Datalink hereby disclaims any warranty, express or implied and does not guarantee or warrant the correctness, completeness, currentness, merchantability, or fitness for a particular purpose of the Services or the components thereof. Subscriber hereby agrees to protect, indemnify and hold harmless Datalink from the against any and all costs, claims, damages, losses and liabilities (including attorneys' fees) arising from or in any way related to the use of information by Subscriber and its employees or ex employees (or any third party receiving such information from or through Subscriber) furnished by Datalink. In the event suit is filed to enforce this agreement, or to collect any debt incurred by the subscriber/customer, the customer agrees that the prevailing party shall recover from the other party attorney's fees and witness fees as the court may fix.

Customer agrees to notify Datalink by email, fax or mail within 10 days of change of ownership or address change of the company. An updated application must be filled out when company has change of ownership. Failure to do so will result in suspension of privileges.

4. **SECURITY AGREEMENT** No Department of Motor Vehicles (hereafter DMV) records can be processed unless Subscriber has valid approvals for access by the appropriate State Authority. Motor vehicle reports ordered and received through Datalink shall be used solely for the issuance of new or continuing insurance, vehicle lien sales, employment purposes, or in connection with a legitimate business need, as outlined by the Driver Privacy Protection Act (DPPA). Records obtained through the DMV shall be used only in accordance with the purpose identified in the customer's Account Agreement approved by the appropriate State DMV. In using Datalink as your vendor, you agree to comply with all the laws, rules, and regulations contained in the Commercial Requester Account Agreement. Any violation of this Agreement on the part of you or an employee of your business or organization will

immediately be reported to the DMV Office of Information Services. All information received from Datalink by computer, FAX, or mail is intended only for the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. All computer screens, printers and FAX machines that receive confidential information should be in a secure location and made available only to individuals who have signed the appropriate

5. **DISCLAIMER** Datalink Services, Inc assumes no responsibility for errors due to customer input, duplicate records, errors transmission, program or equipment failure, communication problems, or processing delays beyond our control.

I certify that I am authorized to execute this Application and Service Agreement on behalf of the company listed above. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Subscriber Service Agreement on the reverse side. My signature also authorizes the above listed references to release the company's bank and trade credit information.

Sign below that you have read and accept this agreement:

Client signature: _____ **Date:** _____

Print Name: _____

Title : _____

'Datalink' USE ONLY:

W-A DSI ACC# _____



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Online Verification For Authorized Employee(s)

Company name: _____

Security Manager: _____

As security manager of company, I authorize each user below to request California DMV online records.

User:

Full Name: _____ Phone: _____

Email: _____ Temp Password: _____

User:

Full Name: _____ Phone: _____

Email: _____ Temp Password: _____

User:

Full Name: _____ Phone: _____

Email: _____ Temp Password: _____

User:

Full Name: _____ Phone: _____

Email: _____ Temp Password: _____

User:

Full Name: _____ Phone: _____

Email: _____ Temp Password: _____

User:

Full Name: _____ Phone: _____

Email: _____ Temp Password: _____

Online Security Agreement

For CA DMV Online Clients

Please read instructions below. Sign and date as indicated.

As Security Manager please notify Datalink Services, Inc. within 24 hours of occurrence if:

- ☐ An online authorized employee is no longer employed with your company.
- ☐ An authorized online employee is guilty of misuse of DMV data obtained through Datalink's system.
- ☐ California DMV terminates your Company's online access.
- ☐ Change of ownership of company or address of company changes.

I agree to comply with all laws, rules and regulations contained in the DMV's Commercial Requester Account Agreement. These rules include but are NOT limited to the following:

- ☐ Passwords shall be held in confidence and shall be changed every 30-60 days.
- ☐ Each authorized employee of the company must sign an Individual Security Statement (INF 1128). This statement must be signed annually and kept in-house and made available to a DMV representative in the event of a DMV audit.
- ☐ California DMV data received through Datalink Services, Inc. cannot be sold, assigned, transferred, or given to any party except as stated in your application supplement for on-line information.
- ☐ A complete log of each record ordered and received must be kept for a period of (5) years as stated in your DMV Commercial Requester Code documentation.

I certify that I have read and agree to the terms and conditions described above.

Security Manager's Signature: _____

Printed Name: _____

Date: _____