

RETURN

Driver Record Monitoring (DRM) Compliance Agreement

New Mexico Mutual Group Program

To: SambaSafety: ajaeger@sambasafety.com

From:

Company/Organization: _____	No. Pages: _____
Contact/Administrator: _____	Phone: _____
E-mail Address: _____	Fax: _____

NMMG Policy Number: _____

Please be sure to:

☐

Complete and Sign the Compliance Agreement on Page 3.

☐

Select the reason(s) for requesting records on Page 3.

☐

Use the Return Cover Sheet to return all Pages 1-3.

QUESTIONS? Please email us at ajaeger@sambasafety.com or
call (505) 702-8351

SambaSafety | 8814 Horizon Blvd NE, Suite 100 | Albuquerque, NM 87113

Compliance Agreement

This Agreement satisfies government requirements to view your Driver Record Monitoring Reports and MVRs. Please sign this agreement and fax return it with the cover sheet provided to enjoy the power of SambaSafety!

Description of Information Services:

Samba DriverMonitor provides continuous visibility into employees' driving records. This is accomplished via a complex set of DMV connections and 3rd party data sources, to provide a reliable trigger that will result in an MVR only when there is new activity to report, providing actionable information to improve drivers' performance and mitigate risks. The following MVR fees may also apply, depending upon account activity:

- **Baseline MVR**: A baseline MVR is procured within 24 hours of a driver being added to Samba DriverMonitor. The baseline MVR provides the employer a minimum 3-year driving history, before beginning monthly monitoring. This history is critical in determining if the driver has a valid driver's license and if there are risk factors in the driver's recent driving history. *This service is provided by NMMG for NM drivers only.* [<http://www.sambasafety.com/external/SambaSafety/mvr-state-fees/SambaPriceSheet.pdf>] for Baseline MVRs are billed to the Customer. No additional MVR Service Fee is added to Baseline MVR orders.
- **Activity MVR**: Samba DriverMonitor monitors drivers at least monthly for new activity on the driver's driving record. This is done via multiple methodologies without always procuring a full MVR. If activity is found, an official MVR will be automatically procured on behalf of the Customer. *This service is provided by NMMG for NM drivers only.* [<http://www.sambasafety.com/external/SambaSafety/mvr-state-fees/SambaPriceSheet.pdf>] for Activity MVRs are billed to the Customer. No additional MVR Service Fee is added to Activity MVR orders.
- **On-Demand MVR**: At any time, the Customer can manually procure an MVR for any driver. This can be done via the DRM dashboard. [<http://www.sambasafety.com/external/SambaSafety/mvr-state-fees/SambaPriceSheet.pdf>] for On-Demand MVRs and an MVR Service Fee specified above is billed to the Customer.
- **Scheduled Annual MVR**: Annual motor vehicle records can optionally be procured once every 12 months. The Customer can configure the schedule for annual MVR procurement by configuring its annual policy in the DriverMonitor console. Scheduled Annual MVRs are disabled by default. *This service is provided by NMMG for NM drivers only.* [<http://www.sambasafety.com/external/SambaSafety/mvr-state-fees/SambaPriceSheet.pdf>] for Scheduled Annual MVRs and a MVR Service Fee specified above is billed to the Customer.
- **Dynamic Baseline MVRs**: In some states where public records are leveraged as activity triggers dynamic baseline MVRs are procured automatically to ensure completeness and accuracy. A dynamic baseline MVR computes the time since the last full MVR was purchased for any reason (baseline, activity, on-demand, scheduled, etc.) and procures a new MVR when the gap exceeds 12 months. *This service is provided by NMMG for NM drivers only.* [<http://www.sambasafety.com/external/SambaSafety/mvr-state-fees/SambaPriceSheet.pdf>] for Dynamic Baseline MVRs are billed to the Customer. No additional MVR Service Fee is added to Dynamic Baseline MVR orders.
- **No-Hit MVR**: Some states charge a data fee even if the driver information submitted by SambaSafety on behalf of the Customer returns no results. This can happen when the Customer submits inaccurate driver information, including but not limited to license number, first and last name, or date of birth. Samba DriverMonitor enforces certain checks to validate that a license number follows the appropriate format for a given state before the request is made to the state in an effort to minimize no-hit charges.
- **Enrollment Fees**: Some states such (CA) charge enrollment fees when adding drivers to the state monitoring programs. These fees vary in price and are passed to the customer as-is with no additional service fees.
- **Background Check Services and Pricing**: The latest pricing info for Samba BackgroundCheck products and associated data fees are maintained online here: [<http://www.sambasafety.com/external/SambaSafety/mvr-state-fees/SambaPriceSheet.pdf>]

Term, Price and Payment:

- **Contract Term**: The initial term of this Agreement ("Initial Term") commences on the date of the Customer's signature below and continues for one year thereafter. *The contract terms are between Samba and NMMG for NM Driver Record Monitoring Services. Should the Policy Holder choose to add drivers in other states, then the Employer will be invoiced for these services.* At the end of the Initial Term (and any Additional Term(s)), this Agreement shall automatically be extended for automatic and successive additional one-year terms (each, an "Additional Term") unless either party gives written notice to the other not fewer

than ninety days prior to the expiration of the then-current term. "Contract Term" shall mean the period for which this Agreement is operative, which period shall consist of the Initial Term and, if applicable, any Extension Term(s), subject to early termination of any of the foregoing in accordance with the terms and conditions of this Agreement. Upon early termination of this Agreement, a Discontinuance Fee may apply.

- **Subscription and Service Fees:** Policy Holders with NMMG are excluded from all of the NM Driver Record Monitoring fees all other fees are in accordance with this Agreement. All payments of fees shall be made in U.S. dollars. All Subscription and Service Fees are subject to increase by SambaSafety upon 30 days prior written notice to Customer, and all increases become effective for and with respect to all billing periods following the notice of increase from SambaSafety, unless otherwise agreed to in writing by SambaSafety and Customer
- **Minimum Monthly Fee:** During the Contract Term, Customer agrees to minimally pay SambaSafety an amount equal to the Minimum Number of Drivers (as set forth above) multiplied by the Monthly Price per Driver set forth above ("Monthly Minimum").
- **Payment Terms:** Commencing on the date of the Customer's onboarding completion, on a monthly basis, SambaSafety will invoice Customer the greater of (a) the Monthly Minimum plus all other Information Service fees applicable for the preceding month, or (b) for all Subscription Fees incurred by Customer during the preceding month plus all other Information Service fees applicable for the preceding month. All invoices are due and payable by Customer upon receipt thereof. All fees are non-refundable. Any invoices which are not paid in full with 15 days following Customer's receipt thereof, accrue interest at the lesser of one and one-half percent (1 ½%) per month or the maximum amount permitted by law. In addition to any other rights or remedies available to SambaSafety, any failure by Customer to timely pay in full all invoices submitted by SambaSafety under this Agreement, entitles SambaSafety to immediately discontinue Customer's access to the SambaSafety System and any Information Services. A twenty-five dollar (\$25.00) Non-Sufficient Funds Fee will be assessed for all dishonored payments.
- **Taxes:** In addition to any fees owing, Customer must pay or reimburse SambaSafety for all sales, use, transfer, privilege, excise or other taxes and duties, whether national, state, or local, however designated, which are levied or imposed by reason of this Agreement or any services provided hereunder; excluding, however, income taxes on profits which may be levied against SambaSafety.
- **Inactive Accounts.** Customer Accounts that remain inactive for 5 months will be closed and inactive accounts with negative balances will be charged a communication maintenance fee of \$15 per month if a refund for the balance is not requested. The communication maintenance fee will be assessed to Customer's Account on the first day of Customer's next statement period and on the first day of each future statement period as long as Customer's Account remains inactive. This fee will be assessed against the remaining balance in Customer's Account. This fee will not be assessed if Customer's Account balance is \$0.00.
- **Discontinuance Fee:** The parties have mutually agreed upon the fees for the Subscription Services to be provided hereunder based upon certain assumed volumes of processing activity, and the Contract Term. Customer acknowledges and agrees that, without the certainty of revenue promised by the commitments set forth in this Agreement, SambaSafety would have been unwilling to provide the Subscription Services at the fees set forth in this Agreement. Because of the difficulty in ascertaining SambaSafety's actual damages for a termination or other breach of this Agreement by Customer with respect to an earlier termination or Customer's failure to achieve the Minimum Number of Drivers throughout the entirety of the Contract Term, Customer agrees that prior to any termination taking effect and in addition to all other amounts then due and owing to SambaSafety, Customer will pay to SambaSafety (as a contract discontinuance fee and not as a penalty) an amount equal to the balance of the fees that would have been due under this Agreement had there been no termination, but in no event less than the fifty percent (50%) of the Monthly Minimum multiplied by the number of months remaining in the remaining Contract Term ("Discontinuance Fee"). Customer acknowledges and agrees that the Discontinuance Fee is a reasonable estimation of the actual damages that SambaSafety would suffer if SambaSafety were to fail to receive the amount of processing business contemplated by this Agreement. Customer shall not be required to pay the Discontinuance Fee if SambaSafety terminates this Agreement other than as a result of Customer's breach of its obligations hereunder or if Customer terminates this Agreement for a material, uncured breach by SambaSafety of one of its material obligations under this Agreement.

Additional Terms

- **Additional Legal Terms:** The parties expressly incorporate by reference and intend this Agreement to include the additional legal terms and conditions set forth at [<http://www.sambasafety.com/MSA>] (the "Applicable Terms and Conditions.")
- **Prior Agreements:** This Agreement supersedes and replaces any and all previous pricing or other agreements between SambaSafety and applicable to Customer.

I acknowledge that I have read and agree to the [<http://www.sambasafety.com/terms-and-conditions/>]

Accepted by: By Executing below, Customer acknowledges and agrees to the terms and conditions set forth herein (the "Commercial Terms") and the Applicable Terms and Conditions. Any reference to the "Agreement" shall refer to these Commercial Terms, together with the Applicable Terms and Conditions.

This Agreement shall only become effective when signed by both Customer and SambaSafety, and any fees or other terms and conditions may be withdrawn or altered at any time unless and until this Agreement is executed by both parties. If this Agreement is

signed by SambaSafety, but not countersigned by the Customer within ninety days after the date of SambaSafety's signature, this Agreement shall be deemed not to have been signed by SambaSafety and shall have no effect.

End User certifies it will only use Records for the following selected purpose(s):

**Check
all that
apply.**
(Required)

CDL Employer: For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under state or federal law.

Employment Signed Release: For use by a business, its agents, employees, or contractors for employment purposes, if the requester obtains the written consent of the individual to whom the information pertains.

I hereby certify that I am a legally authorized representative of End User, and I hereby obligate End User to the terms and conditions of this Agreement:

**Sign
&
Date**
(Required)

Signature

Date

Printed Name

Title

End User Company/Organization Name

Phone

Street Address

City, State, Postal Code

Designated DRM **Administrator** Name*

Designated DRM **Administrator** Email*

* If the person signing this Agreement is not the Administrator, please identify the Administrator and the Administrator's email address. SambaSafety will email a Statement of Confidentiality (SOC) to the Administrator. The Administrator's SOC must be received by SambaSafety before End User's account will be activated.*

RETURN

New Mexico Addendum

The New Mexico Taxation and Revenue Department has changed its policies and contracts for obtaining driver record information. Please execute and return the attached required New Mexico Addendum according to the instructions below. **Only one NM Addendum is required per company/organization.** *If we do not receive this fully executed package, Driver Record Monitoring access to New Mexico driver information cannot be granted.*

To: SambaSafety Customer Care, ajaeger@sambasafety.com

From:

Company/Organization: _____	No. Pages: _____
Contact/Administrator: _____	Phone: _____
E-mail address: _____	Fax: _____

Please be sure to:

<input type="checkbox"/>	Use the Return cover sheet.
<input type="checkbox"/>	Complete the New Mexico Addendum on Pages 2-3.
<input type="checkbox"/>	Select the reason(s) for requesting records on Page 4.
<input type="checkbox"/>	Complete and sign Attachment A, the New Mexico Driver's Privacy Protection Agreement on Page 4.
<input type="checkbox"/>	Return Pages 1-4 back to SAMBA.

QUESTIONS? Please e-mail us at ajaeger@sambasafety.com or call (505) 702-8351

SambaSafety | 8814 Horizon Blvd NE, Suite 100 | Albuquerque, NM 87113

NEW MEXICO ADDENDUM

This Addendum to the Service and/or Compliance Agreement which governs SAMBA Holdings, Inc. FleetWatch information services provided to

_____, with its principal address at _____
("Customer") is hereby entered into by and between Customer and SAMBA Holdings, Inc., ("SAMBA"), effective October 20, 2009.

Definitions

"Disclosure" or "Disclosed" is the sale, giving away without compensation, or other transfer or revelation of the information contained in a Record.

"MVD" is the New Mexico Motor Vehicle Division, including contractors and agents that manage data access on behalf of the MVD.

"DPPA" is the Driver Privacy Protection Act (18 USC § 2721, et seq.).

"Driver History Record" or "DLR" is any of class of records compiled and maintained by the MVD pertaining to a driver's license, a permit, a motor vehicle registration, a motor vehicle title or an identification document issued by the MVD.

"Personal Information" is defined in the DPPA and Section 66-2-7.1 NMSA 1978, as amended from time to time.

"Records" for purposes of this New Mexico Addendum, Records shall mean New Mexico motor vehicle records maintained by the MVD as defined under Section 66-2-7.1 NMSA 1978 and delivered to Customer under this Agreement as part of SAMBA's Driver Record Monitoring service.

1. Customer shall execute and deliver to SAMBA Attachment A to this Addendum, attached hereto.
2. Customer shall keep and maintain, in accordance with commercially reasonable confidential data archive standards and state and federal law, for a period of time equal to five years after the date a Record is acquired from SAMBA, books and records, of all transactions conducted under this Agreement, including financial accounts:
 - a. documenting disclosure of any Records by Customer;
 - b. documenting Customer's systems and operation for handling of and safeguarding from unauthorized Disclosure of Records under this Agreement;
 - c. documenting Customer's compliance with the other terms and conditions of this Agreement, and
 - d. documenting each End User's qualification to obtain the Records.
 - e. Customer shall make available, to SAMBA, the MVD, or the authorized representative of either of them, at any reasonable time, all such books and records relating to use of the Records pursuant to this Addendum, for auditing, compliance and monitoring purposes. Either the MVD (or SAMBA, with express, written request of MVD) shall have the right, but not the obligation, to conduct any inquiry or audit hereunder at any time.
 - f. Customer shall be capable of generating, within twenty four (24) hours of a request by SAMBA or MVD, a history of its Disclosures over time of any Records obtained under this Agreement.
3. Customer agrees that Records are subject to regulation regarding dissemination or disclosure. Records provided by SAMBA will only be used by Customer in accordance with the restrictions imposed by MVD. Customer shall comply with all legal and contractual requirements restricting use of such Records. Customer shall comply with the MVD policy to assist in the effective administration of the DPPA, under which use of Personal Information is restricted to use, one time, for a legitimate purpose by a Sub-vendor and/or End User. Customer shall destroy the Personal Information as set out herein and ensure that Personal Information is not retained except as integrated into the intended use identified in the New Mexico Driver's Privacy Protection Act Agreement. Customer agrees to destroy all Records remaining in its possession when they are no longer needed for Customer's purposes under this Agreement. Customer cannot give, sell, or loan Records to any other person or entity for any purpose whatsoever. Customer shall abide by the policies of MVD, as modified from time to time, and the laws of the United States of America and the State of New Mexico regarding the disclosure of Records issued to Sub-vendor or to End Users respectively. MVD reserves the right to withdraw access to Records without consulting SAMBA and/or Customer prior to withdrawing such service. SAMBA and MVD shall have no liability whatsoever to Customer in conjunction with the withdrawal of any such service. Customer acknowledges and agrees that the continuing ownership of the original record underlying each copy of a Record remains with MVD. Customer must be able to demonstrate at all times that the Records can be separately identified from records or data obtained from other sources. Customer agrees that it is subject to immediate remedial action by MVD in the event of violation of this Agreement. Such remedial action may range from suspension for a fixed period of time, or the requirement that Customer suspend a User from receiving Records, to termination of the privilege of receiving Records, and may include liability of Customer to the MVD.
4. Customer agrees to indemnify, hold harmless, and release the State of New Mexico and their employees, agents, and contractors from and against any and all loss, damages of any kind, injury, liability, court awards, suits and proceedings, including costs, expenses and attorneys' fees, arising from the performance of this Agreement or the performance, disclosure, or use of any data contained in any records maintained by MVD by SAMBA, its officers, agents, volunteers or employees, except insofar (with respect to indemnity, hold harmless and release of the State of New Mexico) as they may result from the actions or inactions of the State of New Mexico, its agencies, employees, contractors or subcontractors; and except insofar (with respect to indemnity, hold harmless and release of Vendor) as they may result from the actions or inactions of SAMBA, NM Interactive, its parent corporation, its subsidiaries, officers, agents, contractors, subcontractors, or employees.
5. Customer shall report to SAMBA, the following occurrences within twenty-four (24) hours of discovery:
 - a. any known misuse of and/or breach of security or confidentiality involving a Record furnished to Customer from SAMBA;
 - b. any litigation or Notice of Claim involving the content or handling of a Record furnished to Customer from SAMBA. Such an occurrence shall be reported by Customer to SAMBA within one (1) business day of service of process.
 - c. any non-monetary breach of this Agreement. Such an occurrence shall be reported by Customer to SAMBA within two (2) business days of discovering such breach.

6. Customer shall not initiate any press and/or media contact nor respond to press/media requests regarding Records or this Addendum and/or any related matters concerning the State without the prior written approval of MVD.

7. Customer shall not use any Personal Information obtained from Records for direct mail or email solicitations, advertising, or surveys, nor shall it compile or publish, or permit others to compile or publish, including on the Internet, any portions of the PI furnished to it in a Record.

8. Customers agree that no third party rights are created or acquired by reason of this Addendum.

9. The laws of the State of New Mexico and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Customer agrees that for this Agreement, venue for any action between the parties for claims concerning Records as defined in this Addendum shall be brought in the city of Santa Fe, County of Santa Fe, New Mexico. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the contract is capable of execution.

10. This Addendum may be changed, modified, or amended at any time by an instrument in writing, signed by duly authorized representatives of both parties hereto, or by MVD unilaterally. In the case of unilateral modification, notice shall not be required for the modification to be effective, but shall be sent as soon as reasonably practical to Customer.

I hereby certify that I am a legally authorized representative of Customer and I hereby obligate Customer to the terms and conditions of this Addendum.

CUSTOMER NAME

Customer Address

Signature of authorized representative

Printed Name

Signature Date

ATTACHMENT A – NEW MEXICO DRIVERS PRIVACY PROTECTION USE FORM

Enter your initials in the blank to the left of the appropriate statement(s) below that allows you to obtain personal information. Please sign and date the request and return to New Mexico Interactive.

I am authorized under the **Federal Driver's Privacy Protection Act** (Public Law 103-322 at 18 U.S.C. 2721 et seq.), **the amendment to the Driver Privacy Protection Act**, (Section 350 of Public Law 106-69) and **§ 66-2-7.1(A), NMSA 1978** to obtain the identified records and personal information based on the following:

- _____ 1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person acting on behalf of a government agency in carrying out its functions.
- _____ 2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- _____ 3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors;
 - a. To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. If the information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against the individual.
- _____ 4. For use in connection with any proceeding in any court or government agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of any court.
- _____ 5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- _____ 6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
- _____ 7. For use in providing notice to the owner or lien holder of a towed or impounded vehicle.
- _____ 8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this section.
- _____ 9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver license which is required under the Commercial Motor Vehicle Safety of Act of 1986 (Title XII of Public Law 99-570).
- _____ 10. For use in connection with the operation of private toll transportation facilities.
- _____ 11. For any use specifically authorized by law that is related to the operation of a motor vehicle or public safety.
- _____ 12. Unrestricted or specified use with written consent of the person who is the subject of the information. Written proof of consent is to be maintained at end-user location.

I certify that the information and statements on this request are true and correct, comply with the provisions of the Federal Driver's Privacy Protection Act, the amendment to the Driver's Privacy Protection Act, and Section 66-2-7.1 NMSA 1978, and further understand that the willful, unauthorized disclosure of information obtained from these records for a purpose other than stated on this request, or the sale or other distribution of the information to a person or organization not disclosed in this request may result in penalties imposed under any of these statutes.

Authorized Representative Signature

Title

Printed Name

Date

Name of Company

Phone Number

FEDERAL DRIVERS PROTECTION ACT (DPPA)

Effective June 1, 2000, the Federal Drivers Protection Act (DPPA) (18 U.S.C.A. 2721) as amended by Section 350 of Public Law 106 *Appropriations Act* prohibits the dissemination or Disclosure of a photograph, social security numbers, medical or disability information from motor vehicle records without the express consent of the person to whom the information pertains. However, this information may be released even without the express consent of the person for the following reasons:

Sec. 2721. Prohibition on release and use of certain personal information from State motor vehicle records

- (a) In General. - A State department of motor vehicles, and any officer, employee, or contractor thereof, shall not knowingly Disclose or otherwise make available to any person or entity:
- (1) personal information, as defined in 18 U.S.C. 2725(3), about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section; or
 - (2) highly restricted personal information, as defined in 18 U.S.C. 2725(4), about any individual obtained by the department in connection with a motor vehicle record, without the express consent of the person to whom such information applies, except uses permitted in subsections (b)(1), (b)(4), (b)(6), and (b)(9): Provided, That subsection (a)(2) shall not in any way affect the use of organ donation information on an individual's driver's license or affect the administration of organ donation initiatives in the States.
- (b) Permissible Uses. - Personal information referred to in subsection (a) shall be Disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be Disclosed as follows:
- (1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
 - (2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
 - (3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only
 - (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
 - (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
 - (5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
 - (6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
 - (7) For use in providing notice to the owners of towed or impounded vehicles.
 - (8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
 - (9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
 - (10) For use in connection with the operation of private toll transportation facilities.
 - (11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.

- (12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
 - (13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
 - (14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.
- (c) **Resale or Redisclosure.** - An authorized recipient of personal information (except a recipient under subsection (b)(11) or (12)) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b)(11) or or redisclose personal information for any purpose. An authorized recipient under subsection (b)(12) may resell or redisclose personal information pursuant to subsection (b)(12). Any authorized recipient (except a recipient under subsection (b)(11)) that resells or rediscloses personal information covered by this chapter must keep for a period of 5 years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request.
- (d) **Waiver Procedures.** - A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.
- (e) **Prohibition on Conditions.** - No State may condition or burden in any way the issuance of an individual's motor vehicle record as defined in 18 U.S.C. 2725(1) to obtain express consent. Nothing in this paragraph shall be construed to prohibit a State from charging an administrative fee for issuance of a motor vehicle record.

Sec 2722. Additional unlawful acts

- (a) **Procurement for Unlawful Purpose.** It shall be unlawful for any person knowingly to obtain or disclose personal information, from a motor vehicle record, for any use not permitted under section 2721 (b) of this title.
- (b) **False Representation.** It shall be unlawful for any person to make false representation to obtain any personal information from an individual's motor vehicle record

Sec 2723. Penalties

- (a) **Criminal Fine.** A person who knowingly violates this chapter shall be fined under this title.
- (b) **Violations by State Department of Motor Vehicles.** Any State department of motor vehicles that has a policy or practice of substantial noncompliance with this chapter shall be subject to a civil penalty imposed by the Attorney General of not more than \$5,000 a day for each day of substantial noncompliance

Sec. 2724. Civil action

- (a) **Cause of Action.** A person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for a purpose not permitted under this chapter shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court.
- (b) **Remedies.** The court may award:
 - (1) actual damages, but not less than liquidated damages in the amount of \$2,500;
 - (2) punitive damages upon proof of willful or reckless disregard of the law;
 - (3) reasonable attorneys' fees and other litigation costs reasonably incurred; and
 - (4) such other preliminary and equitable relief as the court determines to be appropriate