

## Colorado

### AFFIDAVIT OF INTENDED USE AND REQUESTOR RELEASE

**To obtain record(s), you must declare your intended use of record(s).** If you are acting as an agent for an authorized user, you must identify the company or entity on whose behalf you are requesting the record(s).

**INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:**

- By a government agency, including any court or law enforcement agency performing its functions for an approved purpose under DPPA.
- By an agency charged with driver/motor vehicle safety or theft including: MV product alterations, recalls, advisories, MV performance monitoring, MV parts/dealers, MV market research or surveys, removal of non-owner records from original records of MV manufacturers.
- By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest.
- In connection with a civil, criminal, administrative or arbitral proceeding in any court or before a self-regulatory body, including process service, investigation, execution of judgment, or pursuant to a court order.
- In research activities (the information may not be published, redisclosed, or used to contact the parties).
- By an insurer or insurance support agency in connection with claims, investigations, anti-fraud activities, rating or underwriting.
- To provide notice to owners of towed or impounded vehicles.
- By an employer/agent or insurer of a Commercial Driver License Holder.
- In the operation of private toll facilities.
- Attached is a written consent of the person whose record is being requested.

**Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.**

Signature of Director, Principal or Owner of Insurance Company or Agency \_\_\_\_\_  
DATE \_\_\_\_\_

\_\_\_\_\_ Email Address

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Address

\_\_\_\_\_ Title of Signatory

\_\_\_\_\_ City, State, Zip Code

\_\_\_\_\_ Name of Company or Agency

\_\_\_\_\_ Phone Number Fax Number

Information Below is intended for Individual Request

**DRIVER INFORMATION**

DRIVER NAME \_\_\_\_\_

DRIVER LICENSE NUMBER _____	DATE OF BIRTH _____
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**VEHICLE INFORMATION**

OWNER NAME \_\_\_\_\_

LICENSE PLATE NUMBER _____	VEHICLE IDENTIFICATION NUMBER (VIN) _____
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**ADDENDUM TO SUBSCRIPTION AGREEMENT  
FOR COLORADO MOTOR VEHICLE REPORTS  
(for INSURANCE and EMPLOYMENT Customers)**

This Addendum supplements the existing Subscription Agreement between \_\_\_\_\_ (“Customer”) and Insurance Information Exchange (“iiX”).

Customer hereby requests Colorado Records and agrees to follow and be bound by the following terms and conditions:

Definition:

- a. “Records” means driver history and/or motor vehicle records as defined under C.R.S. 42-2-121 and 42-1-206
- 2.0 Sole Use. (Add) If Customer obtains the Records for the purpose of underwriting insurance, then Customer shall be permitted to retain the Records only for as long as is necessary to conduct insurance business. Employers may retain the information only in the employee’s employment history file. Subcontractors are not permitted to retain any of the Records.
- 3.4 Archiving. (Changes) Customer shall not use MVR data supplied by iiX to directly or indirectly compile, store, or maintain the MVRs (independent of or commingled with other databases) to develop its own source or database of MVRs.
- 9. Disclaimers. (Changes to Second Paragraph) iiX PREPARES THE INFORMATION REPORTS AND PRODUCTS PROVIDED UNDER THIS SERVICE FROM INFORMATION SUPPLIED BY VARIOUS STATE AGENCIES AND OTHER SERVICE BUREAUS. ALTHOUGH EVERY EFFORT IS MADE TO ENSURE THE ACCURACY OF THE DATA, THE INFORMATION REPORTS AND OTHER PRODUCTS AND SERVICES ARE PROVIDED “AS IS.” iiX, ITS SERVICE BUREAUS AND STATE AGENCIES SHALL NOT, IN ANY WAY, WARRANT OR ASSUME ANY LIABILITY FOR THE ACCURACY, TIMELINESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR COMPLETENESS OF ANY INFORMATION REPORT OR PRODUCT PROVIDED UNDER THIS AGREEMENT.
- 13. Choice of Law (Add) The laws of the State of Colorado, rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Addendum. Except for actions pertaining to nonpayment and the terms and conditions of the Subscription Agreement, any other actions between the parties for claims concerning this Addendum shall be in the City and County of Denver, Colorado.
- 20. Confidentiality All Records made available or that become available to Customer as a result of this Agreement shall be held in strict confidence by Customer, its employees, agents, contractors and subcontractors.
- 21. Security Customer shall at all times maintain safeguards and procedures to ensure the security and protection of data and documents furnished by the State and shall take all necessary steps to prevent divulgence or use of such information or documents in any form or manner not expressly permitted by this Agreement. Minimum security measures shall include controlling access to data storage and production areas, secure destruction of data and documents and other reasonable security measures determined to be necessary at the sole discretion of the State.
- 22. Third Party Beneficiary. This contract does not create a third party beneficiary right between the State of Colorado and Customers, end users, subcontractors, or other third parties.

This Addendum does not modify, alter, expand or delete any other terms or conditions of the Subscription Agreement. IN WITNESS WHEREOF, the parties certify that each has read, understands, and agrees to the terms and conditions described herein in this Addendum, and Specific State Forms.

Insurance Information Exchange,  
A Unit of ISO Claims Services, Inc.

\_\_\_\_\_  
(Customer)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date