

## **Instructions for Completing the Affidavit Forms**

**Please complete only the affidavit that applies to your business type:**

- **Pages 2–4** are for **Employment** businesses.
- **Pages 5–7** are for **Insurance** businesses.

### **Tips:**

- Wet signatures required in any section requiring initials or full signature.
- Affidavit needs to be notarized.
- Notary and signature date need to match.



Account Number: \_\_\_\_\_

IS THIS AN UPDATE TO THE EXISTING SUBACCOUNT? YES ☐ NO ☐

IF YES, THE CURRENT SUBACCOUNT NUMBER MUST BE LISTED.

SUBACCOUNT NUMBER \_\_\_\_\_

# EMPLOYMENT AFFIDAVIT OF INTENDED USE

## INFORMATION SALES UNIT

(See Reverse Side for Instructions)

**Business Type (check one):**    ☐ Individual    ☐ Partnership    ☐ Corporation    ☐ Non-Profit

Legal Business Name: \_\_\_\_\_

D/B/A Name (if applicable): \_\_\_\_\_

Person Responsible: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website Address: \_\_\_\_\_

Federal Employer ID No.: \_\_\_\_\_ If Corporation, Date &amp; State of Incorporation: \_\_\_\_\_

Year Business Established: \_\_\_\_\_ Dun &amp; Bradstreet #: \_\_\_\_\_ U.S. DOT #: \_\_\_\_\_ (if applicable)

**Location of Records:** For departmental on-site inspection, audit and review purposes. ☐ Check here, If address is same as above.

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Type of Business:** \_\_\_\_\_**Ownership:** List below individual, each partner, or each corporate officer participating in the direction, control or management of the business. Attach list if needed.

Name (Last, First, MI)	Title	Phone Number	Email Address
1.			
2.			
3.			

**Please initial each statement below and sign at the bottom of the form.**

- \_\_\_\_\_ 1. I swear or affirm that any requested information will be used for **employment** purposes only.
- \_\_\_\_\_ 2. I swear or affirm that I have on file a signed release for the subject of each driver record requested.
- \_\_\_\_\_ 3. I swear or affirm that I understand the driver record is confidential and restricted information and I will establish procedures to protect the confidentiality of these records.
- \_\_\_\_\_ 4. I swear or affirm that I will not request driver information from the Department for personal reasons. (Examples of inappropriate access or misuse of Department information include, but are not limited to: making personal inquiries on my own record or those of my relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.)
- \_\_\_\_\_ 5. I swear or affirm that the information obtained from the Department shall not be sold, assigned or otherwise transferred to any other party.
- \_\_\_\_\_ 6. I swear or affirm that I understand that the Department retains exclusive ownership of all driver record information provided and no record shall be combined and/or linked in with any other data on any database for any reason.
- \_\_\_\_\_ 7. I swear or affirm that the information obtained from the Department will not be used for direct mail advertising or any other type or types of mail or mailings.
- \_\_\_\_\_ 8. I swear or affirm that I will not disseminate or publish on the Internet the personal information obtained from the Department or allow any other person to disseminate or publish the personal information on the Internet without the express written permission of the Department.
- \_\_\_\_\_ 9. I swear or affirm that the statements made herein are true and correct, and that any statement made on or pursuant to this form is subject to the penalties of 18 PA C.S. Section 4903(a)(2) (relating to false swearing), which shall include punishment of a fine not exceeding \$5,000, or a term of imprisonment of not more than two years, or both.

**Subscribed and Sworn****to Before Me:**                      **Mo.**                      **Day**                      **Year**

<b>S E A L</b>	Signature of Person Administering Oath
	<b>Sign in Presence of Notary</b>

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

## **INSTRUCTIONS FOR COMPLETING THE AFFIDAVIT OF INTENDED USE - Workforce Use Case**

1. The affidavit must be completed and signed by a member of your agency or firm who has the authority to certify the agency or firm's compliance.
2. Please complete each line on the form in its entirety to avoid delays in processing your affidavit. If requested information does not apply to your business insert **n/a** (not-applicable) on that line.
3. The person responsible for completing the affidavit **must initial each of the nine (9) declaration statements, then sign and date the form in the presence of a Notary.**
4. This affidavit must be returned to your information provider.
5. You are required to complete, notarize and file a new Affidavit of Intended Use whenever information about your company changes. (name, address, ownership, telephone, website, etc.)
6. If you need assistance in completing this affidavit, please contact your information provider.

# PENNSYLVANIA COMPLIANCE TERMS

## Required for access to PA records through the SambaSafety System

1. Confidentiality of Personal Information. Customer acknowledges that in connection with the receipt of Motor Vehicle Records ("MVR") data, it may receive "Personal Information" (including without limitation: name, address, driver's license number, date of birth) from the State of Pennsylvania. Customer agrees to treat as confidential all Personal Information received from the State of Pennsylvania through any source and to use such information only as permitted under applicable laws, and to disclose personal information only to those authorized and who have a need to know such information to accomplish their duties in accordance with applicable laws. Customer will not disclose Personal Information, except to Customer's affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential and to use it only in accordance with applicable laws.

2. Use and Ownership of MVR Data. Customer agrees to only use the MVR data obtained as set forth in any applicable state-mandated forms, or that they will obtain approval from applicable state agencies prior to the release of any individual's name and address. Exclusive proprietary ownership of MVRs remains with the State of Pennsylvania and Customer agrees that use of MVR data is restricted to use, one time, for the permissible purpose declared by Customer.

3. Account Information. In order to receive MVR data from the State of Pennsylvania through SambaSafety, Customer: (a) shall not provide any such information to any third party; (b) agrees to limit access to Information Services only to its current employees whose responsibilities require such access and only to the extent necessary for its proper use in accordance with Applicable Law and as authorized by the Agreement; (c) agrees to immediately terminate the User ID and password granted in connection with the Agreement for any employee that leaves Customer's organization or violates any terms or conditions of the Agreement or in the event there is reason to believe such User ID or password might be compromised; (d) shall remain fully responsible and liable for any unauthorized use of its account number, User IDs or passwords granted in connection with receipt of Pennsylvania MVR data; and (e) agrees that Customer's employees shall be forbidden to attempt to obtain MVR data on themselves, associates, or any other persons, except in the exercise of their official duties for Customer.

#### 4. Other Conditions

a) Retention. Customer shall make commercially reasonable efforts to promptly and adequately destroy any MVR data in its possession when the MVR data is no longer required for its authorized permissible purpose.

b) Use of Information Services. Customer will not disclose, distribute, resell and/or transfer any MVR data to any third party, nor provide any MVR data to individuals who are the subjects of MVR data, or to the general public except as required by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., nor permit any third party direct access to the MVR data except as expressly permitted herein. Customer shall not, and shall not permit others to, use any MVR data for any solicitations, direct mail advertising, or any other mailings or communications.

## Acknowledged and Agreed:

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Company Name ("Customer")** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

IS THIS AN UPDATE TO THE EXISTING SUBACCOUNT? YES ☐ NO ☐  
 IF YES, THE CURRENT SUBACCOUNT NUMBER MUST BE LISTED.  
 SUBACCOUNT NUMBER \_\_\_\_\_

# INSURANCE COMPANY/AGENCY AFFIDAVIT OF INTENDED USE

## INFORMATION SALES UNIT

(See Reverse Side for Instructions)

**Business Type (check one):**    ☐ Individual    ☐ Partnership    ☐ Corporation    ☐ Non-Profit

Legal Business Name: \_\_\_\_\_

D/B/A Name(if applicable): \_\_\_\_\_

Person Responsible: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website Address: \_\_\_\_\_

Federal Employer ID No.: \_\_\_\_\_ If Corporation, Date &amp; State of Incorporation: \_\_\_\_\_

Year Business Established: \_\_\_\_\_ Dun &amp; Bradstreet #: \_\_\_\_\_ NAIC #: \_\_\_\_\_ (if applicable)

**Licensing Information:** Cert. of Insurance/Authority #: \_\_\_\_\_ State: \_\_\_\_\_ Expires: \_\_\_\_\_

(List &amp; attach copy Agency or Brokerage License #: \_\_\_\_\_ State: \_\_\_\_\_ Expires: \_\_\_\_\_

with affidavit.) Agent or Broker License #: \_\_\_\_\_ State: \_\_\_\_\_ Expires: \_\_\_\_\_

**Location of Records:** For departmental on-site inspection, audit and review purposes. ☐ Check here, If address is same as above.

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Ownership:** List below individual, each partner, or each corporate officer participating in the direction, control or management of the business.

Attach list if needed.

<i>Name (Last, First, MI)</i>	<i>Title</i>	<i>Phone Number</i>	<i>Email Address</i>
1.			
2.			
3.			

**Please initial each statement below and sign at the bottom of the form.**

- \_\_\_\_\_ 1. I swear **or** affirm that any requested information will be used for legitimate insurance business only.
- \_\_\_\_\_ 2. I swear **or** affirm that I understand the driver record is confidential and restricted information and I will establish procedures to protect the confidentiality of these records.
- \_\_\_\_\_ 3. I swear **or** affirm that I will not request driver information from the Department for personal reasons. (Examples of inappropriate access or misuse of Department information include, but are not limited to: making personal inquiries on my own record or those of my relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.)
- \_\_\_\_\_ 4. I swear **or** affirm that the information obtained from the Department shall not be sold, assigned or otherwise transferred to any other party. I understand that nothing in this affidavit shall be interpreted to restrict an insurance company from providing the information to its exclusive licensed insurance agents or an insurance agent from providing the information to an insurance company for legitimate insurance business.
- \_\_\_\_\_ 5. I swear **or** affirm that I understand that the Department retains exclusive ownership of all driver record information provided and no record shall be combined and/or linked in with any other data on any database except as is necessary to conduct legitimate insurance business or as may be required by law.
- \_\_\_\_\_ 6. I swear **or** affirm that the information obtained from the Department will not be used for direct mail advertising or any other type or types of mail or mailings.
- \_\_\_\_\_ 7. I swear **or** affirm that I will not disseminate or publish on the Internet the personal information obtained from the Department or allow any other person to disseminate or publish the personal information on the Internet without the express written permission of the Department.
- \_\_\_\_\_ 8. I swear **or** affirm that the statements made herein are true and correct, and that any statement made on or pursuant to this form is subject to the penalties of 18 PA C.S. Section 4903(a)(2) (relating to false swearing), which shall include punishment of a fine not exceeding \$5,000, or a term of imprisonment of not more than two years, or both.

**Subscribed and Sworn****to Before Me:**                      **Mo.**                      **Day**                      **Year****S**                      Signature of Person Administering Oath**E**                      **Sign in Presence of Notary****A****L**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Title

## **INSTRUCTIONS FOR COMPLETING THE AFFIDAVIT OF INTENDED USE - Insurance Use Case**

1. The affidavit must be completed and signed by a member of your agency or firm who has the authority to certify the agency or firm's compliance.
2. Please complete each line on the form in its entirety to avoid delays in processing your affidavit. If requested information does not apply to your business insert **n/a** (not-applicable) on that line.
3. List all state Licensing Information on the affidavit that allows you to engage in the insurance business, and **attach a copy of your insurance certificate(s) and/or license(s)**.
4. The person responsible for completing the affidavit **must initial each of the eight (8) declaration statements, then sign and date the form in the presence of a Notary.**
5. This affidavit must be returned to your information provider.
6. You are required to complete, notarize and file a new Affidavit of Intended Use whenever information about your company changes. (name, address, ownership, telephone, website, etc.)
7. If you need assistance in completing this affidavit, please contact your information provider.

# PENNSYLVANIA COMPLIANCE TERMS

## Required for access to PA records through the SambaSafety System

1. Confidentiality of Personal Information. Customer acknowledges that in connection with the receipt of Motor Vehicle Records ("MVR") data, it may receive "Personal Information" (including without limitation: name, address, driver's license number, date of birth) from the State of Pennsylvania. Customer agrees to treat as confidential all Personal Information received from the State of Pennsylvania through any source and to use such information only as permitted under applicable laws, and to disclose personal information only to those authorized and who have a need to know such information to accomplish their duties in accordance with applicable laws. Customer will not disclose Personal Information, except to Customer's affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential and to use it only in accordance with applicable laws.

2. Use and Ownership of MVR Data. Customer agrees to only use the MVR data obtained as set forth in any applicable state-mandated forms, or that they will obtain approval from applicable state agencies prior to the release of any individual's name and address. Exclusive proprietary ownership of MVRs remains with the State of Pennsylvania and Customer agrees that use of MVR data is restricted to use, one time, for the permissible purpose declared by Customer.

3. Account Information. In order to receive MVR data from the State of Pennsylvania through SambaSafety, Customer: (a) shall not provide any such information to any third party; (b) agrees to limit access to Information Services only to its current employees whose responsibilities require such access and only to the extent necessary for its proper use in accordance with Applicable Law and as authorized by the Agreement; (c) agrees to immediately terminate the User ID and password granted in connection with the Agreement for any employee that leaves Customer's organization or violates any terms or conditions of the Agreement or in the event there is reason to believe such User ID or password might be compromised; (d) shall remain fully responsible and liable for any unauthorized use of its account number, User IDs or passwords granted in connection with receipt of Pennsylvania MVR data; and (e) agrees that Customer's employees shall be forbidden to attempt to obtain MVR data on themselves, associates, or any other persons, except in the exercise of their official duties for Customer.

#### 4. Other Conditions

a) Retention. Customer shall make commercially reasonable efforts to promptly and adequately destroy any MVR data in its possession when the MVR data is no longer required for its authorized permissible purpose.

b) Use of Information Services. Customer will not disclose, distribute, resell and/or transfer any MVR data to any third party, nor provide any MVR data to individuals who are the subjects of MVR data, or to the general public except as required by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., nor permit any third party direct access to the MVR data except as expressly permitted herein. Customer shall not, and shall not permit others to, use any MVR data for any solicitations, direct mail advertising, or any other mailings or communications.

## Acknowledged and Agreed:

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Company Name ("Customer")** \_\_\_\_\_