

INSTRUCTIONS FOR COMPLETING THE AFFIDAVIT OF INTENDED USE

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") _____