

NEW JERSEY STATE FORM INSTRUCTIONS

The following information will assist you in completing the form to access Motor Vehicle Records (MVRs) in this state.

- Complete all blanks in **account information** fields completely.
- Include your *Insurance Information Exchange (iiX)* Account Number.
- Sign and date the forms in the fields provided.
- Only a person who is authorized to execute contracts for your company should complete and sign this form.
- Send signed form to:

iiX, A Verisk Business Attn: Compliance1574 Crescent Pointe Pkwy, College Station, TX 77845iiXsetup@verisk.com



NEW JERSEY STATE FORM

This Addendum, effective as of date of execution below (the "Effective Date") supplements the existing Subscription Agreement (the "Agreement") between ________("Customer") and **ISO Claims Services, Inc. through its Insurance Information Exchange unit,** ("iiX"). Customer requests access to New Jersey Motor Vehicle Reports ("MVRs") and agrees to follow and be bound by the following terms and conditions.

ADDITIONS – The following is added to the Subscription Agreement regarding all New Jersey Motor Vehicle Commission ("MVC") records.

Terms and Conditions Relating to Access to New Jersey MVRs:

- 1. Customer agrees to only use the Information Services originating from New Jersey for the purposes explicitly set forth in the Agreement.
- 2. Customer represents that it will not use the information provided by New Jersey for the purpose of commercial solicitation or marketing, political canvassing or campaigning, or any similar purpose or objective, and shall not provide such information to any person or entity which seeks to use such information for any such purposes and shall only use such information in accordance with the federal and New Jersey Drivers' Privacy Protection Act ("DPPA"), 18 USC 2721 et seq., and NJSA 39:2-3.3 et seq., ("DPPA").
- 3. Customer agrees it will not accumulate, store, or build a file or database from the provided Information Services and that it will be the end recipient of such data.
- 4. Customer will retain data and/or information regarding the records requested for a minimum of five (5) years and will make such records available to iiX and New Jersey for audit purposes.
- 5. Customer agrees to not merge or modify a New Jersey record with any other document in order to sell or provide the information to another party.
- 6. Customer is required to take all necessary steps to protect New Jersey data and information provided under the Agreement from theft, unauthorized disclosure, or any use not specifically permitted under the Agreement.
- 7. Customer must strictly adhere to both the federal and New Jersey DPPA, and acknowledges that any person or entity that knowingly obtains or discloses Information Services for any reason not permitted by the Agreement and in violation of the DPPA is guilty of a crime of the fourth degree and shall be liable to the individual to whom the information pertains, who may bring a civil action in the Superior Court of New Jersey.
- 8. Customer agrees, at its own expense, comply with and maintain compliance with all State of New Jersey and Motor Vehicle Commission ("MVC") IT security policies, standards, and guidelines, including any revisions, amendments, and or successors thereto. Additionally, Customer shall comply with all MVC IT Architecture and Security Documents, as may be amended from time to time.
- 9. Customer shall comply with all federal and New Jersey laws requiring consumer notification in the event of an unauthorized released of personal information or personally identifiable information affecting New Jersey information.
- 10. Customer agrees to never use Information Services originating from New Jersey to conduct surveillance, investigate, or locate an individual. This restriction includes, but is not limited to, divorce disputes and matchmaking services.
- 11. Customer agrees to protect all personal information and personally identifiable information originating from New Jersey and classify the data in compliance with the New Jersey Asset Classification and Control policy, 08-04-NJOIT.
- 12. Customer agrees to securely dispose of all personal information and personally identifiable information originating from New Jersey in compliance with the New Jersey Information Disposal and Media Sanitation policy, 09-10-NJOIT.
- 13. Customer agrees that the usage, storage, and protection of all personal information and personally identifiable information originating from New Jersey is subject to, and shall be done in compliance with,

_____ Date _____

all applicable federal and New Jersey statutory and regulatory requirements, including, without limitation, those for the New Jersey Identity Theft Prevention Act, NJSA 56:11-44 et seq., the federal DPPA, and the New Jersey DPPA.

- 14. Customer agrees that no personal information and personally identifiable information originating from New Jersey shall be processed on or transferred to any portable device or portable storage medium including smart devices and/or USB devices.
- 15. Customer agrees that all personal information and personally identifiable information originating from New Jersey shall be encrypted at rest and agrees not to transfer or store the data outside of the United States.
- 16. Customer agrees to maintain network security to include, but not limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third-party penetration testing, and shall maintain a hardware inventory including name and network address. This equipment will conform to current standards equal to or exceeding those set forth and maintained by the National Institute of Standards and Technology ("NIST") and all current MVC IT specifications.

This Addendum does not modify, alter, expand or delete any other terms or conditions of the Subscription Agreement.

IN WITNESS WHEREOF, the customer certifies that each has read, understands, and agrees to the terms and conditions described herein in this Addendum, and Specific State Forms.

Signature ____

Owner or Officer or Legally Authorized Representative

Name (Printed) ______