



301 S. 13th Street, Suite 301  
Lincoln, NE 68508-2593  
(402) 471-7810 / (800) 747-8177  
Fax: (402) 471-7817  
www.nebraska.gov

# Subscription Services Agreement

Please read the information included in this Subscription Services Agreement carefully. Complete all sections of the Agreement, sign and date below. Detach the front section of the Agreement as shown and return it to Nebraska.gov, keeping the "Terms of Service Agreement" for your files. Faxes are acceptable.

The initial subscription fee of \$50.00 allows access for up to 10 users to all Nebraska.gov services and products for one year. Thereafter, an annual subscription fee of \$50.00 will be billed to your account on its anniversary. Renewal is automatic unless Nebraska.gov is notified in writing prior to the subscription renewal period. Current pricing for these records can be found on the Nebraska.gov website at <http://www.nebraska.gov/subinfo.phtml>

As additional services become available, pricing information for searching, filing or record reviewing will be posted.

Certain records are subject to restrictions on access and use. Notification of these restrictions will occur before accessing these records. Accessing these records without proper authorization may subject you to penalties defined by state and federal law.

**Prior to accessing DMV records, you must complete the DMV subscriber agreement form.**

- Yes, I want access to DMV Records and will submit the compliance form.
- No, I do not want access to DMV Records

If you have any questions, please contact Customer Services at 1-800-747-8177.

I have read and agree to the terms and conditions of the Nebraska.gov Subscription Services Agreement.

## CUSTOMER SIGNATURE

\_\_\_\_\_  
Name (printed) Title

\_\_\_\_\_  
Signature Date

For Office Use Only	
Account:	_____
Customer Group:	_____
Signature:	_____
Date:	_____

## Nebraska.gov Subscription Services Agreement

### Mailing Address

Organization Name: \_\_\_\_\_

Select Entity Type:

Bank

Lawyer/Attorney

Investment

Insurance

Individual

Other (specify): \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

### Billing Address

Organization Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Ext: \_\_\_\_\_ FAX: \_\_\_\_\_

### Billing Options

*(Please select only 1 option. For further details, please refer to **Payment** under Terms & Conditions)*

#### Option 1: Credit Card

Credit Card (check one)     VISA     MasterCard     American Express

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

#### Option 2: Direct Debit (ACH)

Direct Debit (ACH)

Bank Name: \_\_\_\_\_

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

#### Option 3: Monthly Invoice\*

Monthly Invoice (to billing address shown above)

*\*Please refer to **Payment** under Terms & Conditions regarding minimum monthly billing option*

### Username Assignments

Names to be registered as users (maximum of 10 users per registration fee)

**NOTE:** Account holders are responsible for all registered users. All users, by using the username and password, agree to the Terms and Conditions of this Agreement).

	First Name / Last Name	Email Address
1		
2		
3		
4		
5		
6		
7		
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9		
10		

**ATTACHMENT A**  
**Nebraska Department of Motor Vehicles**  
(Do not print if you do not need DMVAccess)  
**Uniform Motor Vehicle Records Disclosure Act**  
**Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to make Subscribers who receive personal or sensitive personal information from a motor vehicle record through the Nebraska.gov state portal aware of the obligations imposed upon a requestor to comply with the Uniform Motor Vehicle Records Disclosure Act, Neb.Rev.Stat. 60-2901 et. seq. and the federal Driver Privacy Protection Act. 18 USC 2721 through 2725.

**Information Protected.**

Under the Act, as revised on June 1, 2000, a requestor must qualify in order to receive access to the personal information and sensitive personal information on any motor vehicle record.

- Personal information includes: an individual's driver identification number (driver's license number, license plate number or title number); name; address, (excluding zip code), and telephone number.
- Sensitive personal information includes an individual's operator license photo or image, social security number, and medical or disability information.

Personal information from a motor vehicle record shall not be disclosed unless requested for an exempted use, as outlined below, on a specified Department of Motor Vehicle ("Department") form.

Exempted uses for personal information include:

- Use by any federal, state, or local government agency, including any court or law enforcement agency, in carrying out its functions, or by any private entity acting on behalf of an agency in carrying out their functions.
- Use in connection with vehicle or driver safety and theft; vehicle emissions; vehicle product alterations, recalls or advisories; performance monitoring of vehicles, vehicle parts, and dealers; motor vehicle market research activities and survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- Use in normal course of business by a legitimate business to verify accuracy of information submitted by an individual or business; or to obtain correct information if the above is not correct, for the purpose of preventing fraud, pursuing legal remedies against or recovering on a debt or security interest against the record holder.
- Use in connection with a civil, criminal, administrative or arbitral proceeding in any federal, state or local court, government agency, or self-regulatory body, including service of process investigation in anticipation of litigation, and execution or enforcement of judgment; or pursuant to an order of a federal, state or local court, an administrative agency, or a self-regulatory body.
- Use in research activities and statistical reports, as long as personal information is not published, redisclosed or used to contact individuals.
- Use by any insurer/insurance support organization or by a self-insured entity in connection with claims investigation activities, anti-fraud activities, rating or underwriting.
- Use in providing notice to owners of abandoned, towed or impounded vehicles.

- Use by a private detective, plain-clothes investigator, or private investigative agency licensed under Neb.Rev.Stat. 71-3201 to 71-3213 for purposes permitted under this act.
- Use by an employer, employer's agent or insurer, to obtain or verify information of a Commercial Driver's License holder.
- Use in connection with the operation of private toll transportation facilities.
- Any use if requestor has notarized consent of the record holder and has provided proof of such consent to the Department, as indicated on the front of this form.
- Use, including redisclosure through news publication, for a member of a medium of communication as defined in Neb.Rev.Stat. 20-145, in connection with news involving motor vehicle or driver safety or vehicle theft.
- Any use if the record holder makes the request for the record.
- Use by the federally designated organ procurement organization in Nebraska to establish and maintain the Donor Registry of Nebraska as provided in section 71-4822.

Exempted uses for sensitive personal information include\*:

- Use by any federal, state or local government agency, including any court or law enforcement agency, in carrying out its functions, or by any private entity acting on behalf of an agency in carrying out their functions.
- Use in connection with a civil, criminal, administrative or arbitral proceeding in any federal, state or local court, government agency, or self-regulatory body, including service of process, investigation in anticipation of litigation, and execution or enforcement of judgment, or pursuant to an order of a federal, state or local court, an administrative agency, or a self-regulatory body.
- Use by any insurer/insurance support organization or by a self-insured entity in connection with claims investigation activities, anti-fraud activities, rating or underwriting.
- Use by an employer, employer's agent or insurer, to obtain or verify information of a Commercial Driver's License holder.

### **Disclosure of Information/Record Keeping Requirements**

Before any personal information or sensitive personal information is further disclosed by a requestor or Subscriber from a motor vehicle record, the requestor or Subscriber that is disclosing the information must verify that the use listed on the request is an exempted use under the Act and must verify the identity of the person making the request by examining an approved form of identification. Copies of these request forms shall be maintained in your office for five (5) years; and shall be made available for inspection by the Department upon request.

### **Penalties**

You should be aware of the following penalties that apply for unauthorized access to motor vehicle records:

- Any person requesting the disclosure of personal information from Department records who misrepresents his/her identity or makes a false statement to the Department on any application required to be submitted pursuant to the Uniform Motor Vehicle Records Disclosure Act shall be guilty of a Class IV felony.
- Any officer, employee, agent or contractor of the Department that knowingly discloses or knowingly permits disclosure of sensitive personal information in violation of the Uniform Motor Vehicle Records Disclosure Act shall be guilty of a Class I misdemeanor and shall be

subject to removal from office or discharge at the discretion of the Governor or agency head, as appropriate.

- **Criminal Fine:** Any person that knowingly violates the DPPA shall be fined.
- **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 the DPPA 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.

### **Certification of Understanding**

I certify that I have read and acknowledge the foregoing Memorandum of Understanding and, if I am in a supervisory capacity, agree to notify all employees in my office of these requirements.

\_\_\_\_\_  
Subscriber (signature)

\_\_\_\_\_  
Subscriber (printed name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (signature)

\_\_\_\_\_  
Name of Agency or Business

\*Release of an individual's social security number is further restricted in Neb. Rev.Stat. **§60-484(5)**. Release can only be for the following reasons: to furnish driver record information to the United States Selective Service System; in connection with the verification of the status of an individual's driving record; for purposes of child support enforcement, or to furnish information regarding an applicant for or hold of a commercial driver's license with a hazardous materials endorsement to the Transportation Security Administration of the United States Department of Homeland Security or its agent. Release of an individual's medical or disability information is further restricted in Neb. Rev. Stat. **§84-712.05(2)**. Release can only be under the following; court order (include subpoena, search warrant); or with notarized written consent of the record holder.

Revised 10/2007

# TERMS OF SUBSCRIPTION SERVICES AGREEMENT

## Nebraska.gov Subscription Services Agreement

The Subscriber and Nebraska.gov wish to contract for the provision of services from Nebraska.gov to Subscriber as per the Terms and Conditions below. Nebraska.gov provides online access, from Subscriber's terminals, to a number of databases with related services. Subscriber wishes to use the services made available by Nebraska.gov. Nebraska.gov is a service of the State of Nebraska, through the Nebraska State Records Board.

### Terms and Conditions

1. This agreement sets forth the terms and conditions under which Nebraska.gov will provide services to Subscriber.
2. Nebraska.gov reserves the right to withdraw any service or services without consulting Subscriber prior to withdrawing such service, and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.
3. Subscriber acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. Nebraska.gov shall be entitled to announce, online or in writing, changes to the network, to the services provided, to prices, or other changes, which changes shall constitute modifications to this agreement once announced. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the Purchase Order is for Subscriber's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.

### 4. Conditions of Use

- a) Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Nebraska.gov in its sole discretion.
- b) Access: Subscriber is solely responsible for the selection and procurement of any equipment and access lines necessary to access the Nebraska.gov service.
- c) Username and Passwords: Nebraska.gov will issue to the Subscriber a requested number of usernames and passwords necessary to access Nebraska.gov services, not to exceed 10 usernames and passwords per subscription fee. Subscriber is responsible for preserving the secrecy of its users and for ensuring that access to services and use of its usernames and passwords are controlled by it and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Subscriber is liable for any and all charges for services to its usernames, whether or not authorized by Subscriber.
- d) Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through Nebraska.gov.
- e) Acceptance of this agreement allows Subscriber a non-transferable END-USER License in any provided software. The software is licensed, not sold, and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Subscriber may copy software on Subscriber's computer or computers at one location only. Software furnished is dedicated for Subscriber's use only. Subscriber may not rent or lease the software or separate component parts to anyone else. Subscriber may also store or install a copy of the software on a storage device, such as a network server, for Subscriber's use only.

### 5. Payment

- a) Invoices for all services rendered will be prepared by Nebraska.gov and provided by Nebraska.gov. Rates shall be in accordance with the current Nebraska.gov rate schedule. Terms of invoice payment shall be net twenty (20) days.
- b) In addition to the rates contained herein, Subscriber shall pay Nebraska.gov for all sales, use, and excise taxes incurred by Nebraska.gov in providing services to Subscriber. Nebraska.gov makes no representations as to the liability or exemption from liability of the Subscriber to any tax imposed by any governmental entity.
- c) Past due invoices may be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
- d) Billing Options: (Subscriber selects one)
  - Credit Card - Automatically charges the monthly usage fees to Subscriber's Visa, MasterCard or American Express.
  - Direct Debit (ACH) - Bank institution automatically deducts the monthly usage fees out of the Subscriber's checking account.
  - Monthly Invoice- Nebraska.gov bills Subscriber monthly. A \$15.00 minimum monthly fee applies only if Subscriber has used less than \$15.00 but more than \$0.00, in combined services and/or connect time in that month.

e) Default: An account is in default if it is past due. In the event of default, Nebraska.gov may, at its sole option, block the Subscriber from use of the account either temporarily or until the past due amount is paid or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent Nebraska.gov from exercising this option at any other time or degree of delinquency.

## **6. Limitation of Liability**

a) The remedies set forth in this Agreement are exclusive and in no event shall Nebraska.gov, its directors, officers, agents, or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Subscriber for the services in connection with which a claim of liability is asserted or imposed. Subscriber understands and recognizes that the system by which these services are offered to may experience problems of various kinds resulting in an inability to provide services.

b) Subscriber agrees that Nebraska.gov will not be liable for any claim or demand of any nature or kind whether asserted against Nebraska.gov or against Subscriber by any third party, arising out of the services or materials provided or use of the same; Subscriber agrees to indemnify and hold Nebraska.gov harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.

c) Nebraska.gov shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers and by acts of God, flood, fire, war or public enemy.

d) No action or suit, regardless of form, other than an action for payments due Nebraska.gov, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.

e) Nebraska.gov, Nebraska Interactive, Inc., Nebraska State, County and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on Nebraska.gov shall at no time be liable for any errors in or omissions from, information available on Nebraska.gov.

## **7. Warranty**

a) Nebraska.gov makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While Nebraska.gov and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.

b) Subscriber warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to, access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through Nebraska.gov.

## **8. Rate Changes**

a) Rates are as set forth and established by the state governing authority of Nebraska.gov in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below). Such rates may change as the governing authority decides.

b) The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

## **9. Cancellation of Subscription**

A Subscriber may cancel their Subscription Services Agreement at any time. A written request for termination of services must be faxed or mailed to Nebraska.gov. The Subscriber will be liable for payment of all services rendered during the subscription period. The Subscriber's annual subscription fee will not be refunded.

## **10. Limitations**

a) Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's usernames and passwords, use data received from or through Nebraska.gov in any way except in full and complete compliance with all applicable laws.

b) Subscriber specifically recognizes and affirms that he or she, or any other party acting by or through Subscriber or using Subscriber's usernames and passwords, will comply with all applicable provisions of all Nebraska laws and regulations.

c) Subscriber understands that his or her Nebraska.gov service privileges may be terminated for a violation of this Agreement or an applicable federal, state, local or other law or regulation, and further that he or she may be prosecuted for such violations.

d) Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by Nebraska.gov.

e) Subscriber acknowledges that records of its access to subscription services will be maintained by Nebraska.gov and are subject to audit and examination for compliance with applicable limitations on use.

## **11. Tradename/Trademark**

Subscriber agrees that it will not use the trademark "Nebraska.gov" or the names or means of identifying any of Nebraska.gov's services in any fashion unless specifically authorized to do so in writing by Nebraska.gov. Subscriber agrees not to tamper with, alter, or change in any fashion, any databases or programs made available to Subscriber by Nebraska.gov.

## **12. General Conditions**

a) Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by it.

b) Waiver: The waiver, modification, or failure to insist on any of these terms or conditions one or more times by Nebraska.gov shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of Nebraska.gov's right to performance of any such term or terms in the future.

c) Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

d) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Nebraska as such laws are applied to contracts made and to be performed entirely in Nebraska, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Nebraska and in no other jurisdiction.

e) Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer by Subscriber shall be null and void and of no force or effect. Nebraska.gov may assign this Agreement and/or the payments due to Nebraska.gov without notice to or requirement for Subscriber's permission or approval.

13. Nebraska.gov is managed by Nebraska Interactive, Inc.

**End of Agreement**