



By the act of submitting this Application to the New York State Department of Motor Vehicles (DMV) for the provision of access to DMV's PORTAL TO REGISTRATION ELECTRONIC ENFORCEMENT & DISPLAY (PREED), the undersigned Applicant agrees to be bound by the following Terms of Service, and hereby waives any objection thereto.

The PREED system assists government entities to obtain vehicle registration information and enforce collection of fines.

In order to participate with PREED, you must at a minimum:

- Qualify as an FEE EXEMPTION customer, as described under the "FEE EXEMPTION" section, below;
• Only require vehicle registration information;
• Provide valid identification, as described under the "PRIMARY CONTACT PERSON" section, below;
• Only permit users who possess a unique user ID and password that identifies the individual to access the PREED system. Sharing access credentials is prohibited.

APPLICANT (Business Contact Information)

Organization Name
The information below pertains to the individual authorized to fill out this application on behalf of the organization/applicant.
Name Title
Mailing Address Zip Code
Phone Number - ext. Fax Number -
Email

PRIMARY CONTACT PERSON (Business Contact Information)

Required Identification: The person filling out this application must provide a scanned copy of his/her valid driver license or non-driver identification document.
Fill out the section below if the information is different from above.
Name Title
Mailing Address Zip Code
Phone Number - ext. Fax Number -
Email

A. Complete the following section to indicate whether you are currently using, or are planning to use, a vendor's services or software to submit PREED transactions to DMV:

- We do not plan to use a vendor.
- We are planning to use a vendor but have no selected one yet.
- We are planning to use the vendor identified in the Vendor Information section below.

VENDOR INFORMATION

Vendor Name	
Mailing Address	Zip Code
Phone Number () - ext.	Fax Number () -
Email	

1. Do you currently use this vendor to help you submit transactions to DMV? Yes No

2. What kind of services does/will the vendor provide? (Check all that apply.)

- The vendor submits transactions to DMV on behalf of the organization.
- The vendor provides software or systems that enable the organization to submit its own transactions directly to DMV.
- Other (please explain): _____

B. Transactions and Volumes:

Transactions may be processed using any of these available methods:

1. Interactively using a Web Browser – Users may log on to the DMV-designed user interface and enter individual plate numbers and receive individual responses.
2. Online/Batch using a Web Service – Organizations create their own user interface to submit individual transactions directly to the DMV web server and receive an immediate response. Because of the custom interface, organizations may automate their system to submit transactions on an as-needed basis, or batches of individual transactions, depending on your organization's processing needs.
3. Batch FTP – Organizations create their own user interface to create one file, or a small number of files, for daily processing. DMV retrieves an input file from the organization's Secure FTP server, processes the transaction(s), and returns the data back to the organization's server the next business day.

Please select your desired transaction method and provide volume estimates, below:

- For online transactions, indicate the approximate number of users there will be in your organization.
- For batch transactions, estimate the number of transactions that you expect to submit, and indicate whether the volume is per day, week, month or year.

1. Which of the following transactions is your organization requesting access to? (Check all that apply.)

Online:

- Web Registration Inquiries Web Scofflaw / Suspension / Clearance Total # Users: _____

Batch (insert numbers and check the appropriate boxes):

Type of Transaction	Number of Transactions	Daily	Weekly	Monthly	Yearly
<input type="checkbox"/> FTP Registration Inquiries		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> FTP Scofflaw / Suspension / Clearance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Web Service Registration Inquiries		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Web Service Scofflaw / Suspension / Clearance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Indicate the level of support you provide for secure file transmissions if using Batch:

Does your organization currently support FTPS (Secure FTP with SSL)? Yes No

If "No", do you plan to support secure file transmissions?

Yes No If "No", explain: _____

C. The information/data elements to be provided are: (Check all that apply.)

Registration Inquiries: Applicant will submit records to DMV containing plate numbers and optional registration classes.

DMV will then provide the following current registration information:

Registrant's MI, name, address, date of birth, gender; vehicle description; registration expiration date, and status (e.g., expired, suspended, etc.).

Scofflaw and Suspension: Applicant will submit records to DMV containing Applicant's jurisdiction code; the subject vehicle's plate number and registration class; registrant's name; case number; and the effective dates of the scofflaw conviction, or the suspension or compliance date of scofflaw/suspension clearance. DMV will add such scofflaw and/or suspension information to the registration record.

DMV will then provide the Applicant with the following current registration information:

registrant's name, address, date of birth, gender; description of the registered vehicle; registration expiration date; effective date of the scofflaw conviction/suspension; and status of the registration as reflected in DMV's records (e.g., expired, suspended, etc.).

Scofflaw and/or Suspension Clearance: Applicant will submit to DMV records containing Applicant's jurisdiction code, plate number, registration class, registrant name, case number, and the compliance date of the scofflaw/suspension clearance. DMV will clear any scofflaw and/or suspension from the registration record for the jurisdiction with that case number.

DMV will then provide the following current registration information:

name, address, date of birth, gender, vehicle description, registration expiration date, and status of the registration record.

TERMS OF SERVICE

1. Searches of DMV records using the PREED system shall be limited the permissible use(s) claimed in Applicant's Certification of Permissible Uses (see, below). Searches of DMV records shall not be performed for the purposes described in 18 U.S.C. §2721 (b)(5), (11), and (12) of the federal Driver's Privacy Protection Act (DPPA) (18 U.S.C. § 2721, et seq.).
2. The Applicant must notify DMV in writing, within 30 days, if there is any change in the information provided in this Application.
3. The Applicant must maintain a business record which documents (1) the purpose for each search, (2) identifies the individual who performed each search, and (3) the date and time of day in which such search was conducted. The Applicant must maintain each business record FOR FIVE (5) YEARS after the date of such search; and must make such business records available to DMV, upon request. At DMV's option, the Applicant must either forward the business records to DMV, or make the business records available for inspection at Applicant's place of business. The business records must be organized in a manner which permits retrieval by the plate number which was searched.

Applicant will keep records of searches at the following location:

Contact Person	Email		
Address			
City	State	Zip Code	
Phone Number () - ext.	Fax Number () -		

4. **Re-disclosure by Applicant:** If the Applicant shares personal information obtained from DMV with persons or entities that are not employees, the Applicant must enter into a written re-disclosure agreement with any such person or entity, in which such person or entity must specify its DPPA-Permissible Use(s) for the information, and such person or entity agrees to limit its use and further re-disclosure in conformance with such permissible use(s).

The Applicant must retain the re-disclosure agreement FOR FIVE (5) YEARS after the date from which information obtained from DMV records was re-disclosed to such person or entity. The Applicant must make the re-disclosure agreement available to DMV upon request, as provided above.

5. DMV is not liable for any omission or error in the information provided hereunder.

6. The Applicant acknowledges that records of searches conducted via the PREED system are public records, and may be made available to the public upon request.
7. DMV retains the right to immediately terminate access to the PREED system without giving prior notice to the Applicant. DMV will notify APPLICANT as soon as practical of any such termination of services, however, termination of services shall not affect APPLICANT's continuing obligation to comply with the Terms of Service respecting the privacy of personal information provided hereunder.
Examples of reasons why DMV may immediately terminate service without prior notice include, but are not limited to, the following: False statements or concealment of material information made by the Applicant in connection with this Application; violation of any of the terms of service; or unauthorized assignment of access to PREED.
8. The Applicant shall not assign any of its rights or delegate any its obligations arising hereunder without the express written approval by DMV.
9. Applicant shall be bound by the applicable provisions of Appendix-A hereof, entitled "Standard Security Clauses for Sharing Data with External Entities". All references to "Contractor" therein shall apply to Applicant.
10. The Undersigned certifies, on behalf of Applicant, that s/he has read and understood the DPPA, is duly authorized to bind the Applicant hereto, and Applicant shall fully comply with the terms thereof, and these Terms of Service.

CERTIFICATION OF PERMISSIBLE USES

The federal Driver's Privacy Protection Act (DPPA) (18 U.S.C. § 2721, et seq.) regulates access to DMV records and how the Applicants of motorists' records subsequently share them. Pursuant to the DPPA, Applicant must have a DPPA Permissible Use to search DMV records. By placing initials next to the following permissible use(s), the Applicant certifies that the information provided hereunder by DMV shall be used solely for such purpose(s).

Applicant must check the box(es) to indicate the permissible use(s) being claimed.

1. Use by any government agency in carrying out its functions (18 U.S.C. §2721(b)(1))
2. Use by any private person or entity acting on behalf of a federal, state, or local agency in carrying out its functions (18 U.S.C. §2721(b)(1))
3. Use in matters of motor vehicle or driver safety (18 U.S.C. §2721(b)(2))
4. Use in matters of motor vehicle theft (18 U.S.C. §2721(b)(2))
5. Use in matters of motor vehicle emissions (18 U.S.C. §2721(b)(2))
6. Use in matters of motor vehicle product alterations, recalls or advisories (18U.S.C. §2721(b)(2))
7. Use in performance monitoring of motor vehicles, motor vehicle parts, and motor vehicle dealers (18 U.S.C. §2721(b)(2))
8. Use in motor vehicle market research activities, including survey research. (18 U.S.C. 2721(b)(2))
9. Use in removal of non-owner records from the original owner records of motor vehicle manufacturers. (18 U.S.C. §2721(b)(2))
10. Use in preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against an individual in order to verify or correct the accuracy of personal information submitted by the individual to a legitimate business or its agents, employees, or contractors. (18 U.S.C. §2721(b)(3-B))
11. Use in any civil, criminal, administrative, or arbitral proceeding in any court or agency, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to a court order. (18 U.S.C. §2721(b)(4))
12. Use by an insurer or insurance support organization or self-insured entity in claims investigations, anti-fraud activities, rating or underwriting activities (18 U.S.C. §2721(b)(6))
13. Use in providing notice to the owners of towed or impounded vehicles (18 U.S.C. §2721(b)(7))
14. Use by an employer, its agent or insurer to obtain information relating to the holder of a commercial driver's license required under the Commercial Motor Vehicle Safety Act of 1986 (Chapter 313 of Title 49 of the U.S.C.). (18 U.S.C. §2721(b)(9))
15. Use in the operation of private toll transportation facilities. (18 U.S.C. §2721(b)(10))
16. Use by any requester who has obtained the written consent of the motorist (18 U.S.C. §2721(b)(13))
17. Use required under NYS Vehicle & Traffic Law, Article 19-A — Special Requirements for Bus Drivers. (18 U.S.C. §2721(b)(14))
18. Use required under NYS Vehicle & Traffic Law, Article 19-B — Special Requirements for Commercial Motor Carriers. (18 U.S.C. §2721(b)(14))
19. Use required under other NYS law cite law here: _____ - (18 U.S.C. §2721(b)(14))

To knowingly make a false statement or conceal a material fact in this written statement is a criminal offense. In addition, anyone who makes false representation to obtain any personal information from an individual's Motor Vehicles record is subject to federal criminal fines under the Driver's Privacy Protection Act (DPPA).

FEE EXEMPTION: Section 202 of the New York State Vehicle & Traffic Law exempts government organizations, volunteer fire companies, and volunteer ambulance services from fees for searches or copies of documents to be used for a public purpose.

ONLY GOVERNMENT ORGANIZATIONS, VOLUNTEER FIRE COMPANIES, AND VOLUNTEER AMBULANCE SERVICES ARE ELIGIBLE TO CLAIM THE FEE EXEMPTION.

Fee Exemption Claimed? Yes No

By the act of checking "Yes", the Undersigned certifies that the Applicant qualifies for this exemption, and that the PREED system will be used only for public purposes.

CERTIFICATION

I certify that the information I have provided on this form is true and complete to the best of my knowledge.

I understand and agree to the terms of service above.

I certify that if I receive or have access to records or information from the DMV, I shall not (i) use such records or information for civil immigration purposes or (ii) disclose such records or information to any agency that primarily enforces immigration law, such as U.S. immigration and customs enforcement and U.S. customs and border protection, or to any employee or agent of any such agency unless such disclosure is pursuant to a cooperative arrangement between city, state and federal agencies which does not enforce immigration law and which disclosure is limited to the specific records or information being sought pursuant to such arrangement. I certify that, in addition to the requirements of 18 USC 2721(c), I shall keep for a period of five years records of all uses and identifying each person or entity that primarily enforces immigration law that received department records or information from such certifying person or entity. I shall maintain the records in a manner and form prescribed by the commissioner, and I shall make them available for inspection upon the commissioner's request.

WARNING: Making a false statement on this application, or submitting any documentation in support of this application that is false, may be punishable as a criminal offense

APPLICANT (Organization Name): _____

By, (Sign and Print - Name and Title of Individual authorized to make this application on behalf of the Applicant):

(Sign Here) **X** _____ Date: ____/____/____
(mm/dd/yyyy)

Print Name: _____ Title: _____

Submit the application by mail to:

NYS Department of Motor Vehicles
ATTN: PREED
6 Empire State Plaza, Rm 231
Albany, NY 12228

The application may also be submitted by email to: dmv.sm.preedmail@dmv.ny.gov

STANDARD SECURITY CLAUSES FOR SHARING DATA WITH EXTERNAL ENTITIES

The terms of this Appendix have been incorporated into an agreement between the New York State Department of Motor Vehicles and the recipient of DMV data. The Parties to the Agreement shall comply with the applicable provisions hereof, to the extent not superseded by federal law.

All data to which the Applicant (“Recipient”) will be provided is proprietary to DMV. Such data shall hereinafter be referred to as “DMV data”. Recipient will safeguard all DMV data and resources to which it is granted access. Such safeguards must provide a level of protection of DMV data which is at least equivalent to those provided under Information Technology Services (ITS) Information Security Policy NYS-P03-002, and its associated standards, and comports with industry standards for such engagements.

1. Recipient agrees to limit its use of DMV data to the purpose of fulfilling Recipient’s obligations arising under the terms of this Agreement, and for no other purpose, unless expressly authorized to do so by DMV.
2. Recipient must protect DMV data that is in Recipient’s possession, or under its control from unauthorized access, disclosure, or dissemination.
3. DMV data includes information that is:
 - provided by DMV which is marked ”Confidential”;
 - defined as “Personal, Private and Sensitive Information” (PPSI);
 - not expressly granted for public disclosure or dissemination;
 - protected by law from disclosure or dissemination;
 - concerning DMV’s infrastructure; and,
 - pertinent to an ongoing investigation.
4. Recipient must not permit DMV data to be copied or shared with anyone outside of the Recipient’s organization, unless expressly authorized by DMV; and must limit access to, and use of, DMV data to individuals who require access for the purpose of fulfilling Recipient’s obligations arising under the terms of this Agreement.
5. Recipient must cooperate with DMV in the review of Recipient's data control processes employed for the protection of DMV data.
6. In the event that Recipient confirms or suspects the unauthorized use or access of DMV data or resources provided hereunder, Recipient agrees to promptly notify DMV’s Risk Management Office via email at: nysdmvRiskManagement@dmv.ny.gov
7. Recipient acknowledges that it understands and must comply with laws concerning the loss, misappropriation, compromise, or misuse of protected data provided hereunder, including:
 - A) the federal Driver’s Privacy Protection Act of 1994 (DPPA) (18 U.S.C. §2721, et seq.), and
 - B) the New York State Information Security Breach and Notification Act (ISBNA) (General Business Law, §899-aa; State Technology Law, §208).
8. In the event that the security of personal information is breached in violation of the ISBNA, from a system maintained by Recipient, then the Recipient shall be responsible for providing notice of breach to the person(s) to whom such information pertains. In the event that Recipient is authorized to share such information with another entity, Recipient must hold its recipient responsible for providing such notice. Prior approval from DMV is required before any notifications are made to such persons.
9. Recipient must take appropriate measures to advise pertinent staff members of the penalties associated with unauthorized access, use, or dissemination of protected data.
10. Recipient agrees to comply with DMV’s instructions for the secure disposal of agreement-related electronic or hard copy files in Recipient’s possession upon expiration of the term of this Agreement.
11. The following provisions apply to circumstances when Recipient or its subcontractors make use of resources provided by DMV:
 - A) Personal Computers (PCs): DMV-provided PCs must only be used for activities related to official assignments and/or job responsibilities. Recipient is responsible for the use, protection, security and care of all DMV owned personal computers (PCs) and related equipment assigned to them by DMV.
 - a. DMV-provided PCs, including laptops, monitors, printers, hardware, peripherals, commercially licensed software, files, programs, and data, are the property of DMV. DMV reserves the right to access or audit PCs, storage drives and removable media, and the information contained therein.

- b. Recipient must comply with the following restrictions when using DMV-provided PCs:
 - i. Protect against unauthorized access when the PC is left unattended by locking it, or logging-off;
 - ii. Log-off the PC at the end of the workday, to ensure that the power remains on;
 - iii. Do not leave a laptop unattended or unsecured;
 - iv. Do not move the PC or related equipment to another location without approval from DMV;
 - v. Do not modify or repair any PC or related equipment without prior approval from DMV; and,
 - vi. Do not connect any hardware that is not expressly approved by DMV. Recipient must contact DMV for a list of approved hardware.

B) **Software:** Only software that is approved by DMV may be installed on DMV-provided PCs. Recipient must abide by all software license agreements. Non-work related software (e.g. games or music downloading programs) must not be installed or used on DMV PCs. Recipient must not install DMV-owned software or programs on a non-DMV-owned PC, unless expressly approved by DMV.

C) **Internet:** DMV-provided Internet access must only be used for activities related to official assignments and/or job responsibilities. Recipient must employ reasonable precautions, including safeguarding and changing passwords, to prevent the unauthorized use of their DMV provided internet account by anyone else. Recipient must not access third-party internet service providers and webmail accounts (e.g., checking a personal email account on AOL), unless expressly authorized by DMV.

D) **Network:** Recipient must limit the use of the DMV network to activities related to official assignments and/or job responsibilities.

E) **Email:** Recipient must limit the use of DMV email accounts to activities related to official assignments and/or job responsibilities.

- a. Recipient must use secure email service methods, which comply with industry standards, when sending DMV data. Recipient is not authorized to use third-party sites, e.g., Dropbox, to transmit DMV data.

12. Recipient agrees to continuing cooperation with DMV in response to developing security vulnerabilities.