

Agreement for Access to the Georgia Department of Revenue, Motor Vehicle Division Database

By utilizing the Department of Revenue's Motor Vehicle Division Internet Service, you are indicating your consent to the terms of this Agreement. Each Dealer shall complete the enclosed Motor Vehicle Division Dealer Internet Inquiry Registration Form ("Form") and mail it to the Business Registration Unit of the Motor Vehicle Division at the following address:

**Attention: Dealer Internet Inquiry
DOR/Motor Vehicle Division
P. O. Box 740381
Atlanta, GA 30374-0381**

You must be registered to gain access to the database.

Pursuant to §#40-2-130 and §#40-3-23 of the O.C.G.A., the Commissioner of the Department of Revenue (DOR), Motor Vehicle Division (MVD), is required to maintain motor vehicle certificates of title and tag registration records which contain vehicle identification numbers, title and tag registration numbers, owner and lien holder information and other information that the Revenue Commissioner may determine to be necessary "Database". Notwithstanding the fact that Motor Vehicle Records are exempt from the provisions of any law of this state requiring that such records be open for public inspection, Motor Vehicle Dealers ("Dealers") may inspect the Database.

To assist in transactions involving motor vehicles already registered and titled, or those to be registered and titled in Georgia, the MVD is hereby making Internet access to the Database available to Dealers. Dealers shall access the Database for the exclusive purpose of the carrying out of legitimate motor vehicle transactions in which the Dealer is engaged in the buying, selling, exchanging, renting, offering, or negotiating the sale or exchange of a motor vehicle.

The MVD is strongly committed to protecting the security and confidentiality of Motor Vehicle Records.

To utilize this service you must be a Dealer and hold a valid Georgia Master Dealer Tag. For purposes of this Agreement the term Dealer includes:

Any person who, for commission or with intent to make a profit or gain of money or other thing of value, sells, exchanges, rents with option to purchase, offers, or attempts to negotiate a sale or exchange of interest in motor vehicles or who is engaged wholly or in part in the business of selling motor vehicles, whether or not such motor vehicles are owned by such person. The definition of Dealer shall include: i.) A motor vehicle broker; ii.) An independent motor vehicle leasing agency which sells or offers for sale motor vehicles; iii.) A motor vehicle auction company selling or offering for sale motor vehicles to independent motor vehicle dealers or to individual consumers; iv.) Financial institutions, including pawnbrokers; v.) Insurance companies; and vi.) Persons licensed or companies registered as auctioneers.

Web Address: <http://www.dor.georgia.gov/>

An Equal Opportunity Employer

By accessing the MVD website and utilizing this Service, you are agreeing to follow the terms and conditions that are set out in this Agreement. In the future, MVD reserves the right to change these terms and conditions. If changes are made, the MVD will notify you by posting them prominently on the MVD web site or by e-mail. If you do not want to agree to a change that the MVD makes, you should immediately cease use of the service and discontinue use of the assigned User Identification Number and Password. If you continue to utilize the Service after having been notified of the change, you thereby agree to be bound by that change.

Use of the Service

The Service provides the Dealer with expedient access to the Database. The MVD believes this access will be beneficial to and enhance transactions by Dealers. However, while the MVD makes every effort to keep its records accurate, the MVD cannot and does not warrant the accuracy of information or data obtained through this Service.

The information and data obtained through the Service from the Database is and shall remain the property of MVD. It may be used solely by the Dealer for the exclusive purpose of selling, exchanging, renting with option to purchase, offering, or attempting to negotiate a sale or exchange of an interest in a motor vehicle. This information may not be used for any other purpose. The information may not be reproduced, retransmitted, distributed, sold, published, or circulated, in whole or in part. This prohibition includes, without limitation, forwarding via electronic or other means, copies of the contents of the Database to others.

There is one exception: You may make one printed copy of the information or material available through the Service solely for use in a specific transaction regarding the specific motor vehicle for which the information or data applies.

Any questions regarding use of the information should be sent, via e-mail, to the following address: business.registration@dor.ga.gov

Each Dealer shall be assigned only one User Identification Number and one Password. The Dealer shall designate one person at the Dealership to access the Service and shall submit the name of that person on the attached Motor Vehicle Division Internet Inquiry Registration Form. That designated person shall access the Service from the location of the Dealership. Access from any other location is prohibited. The Dealer will be personally responsible for all access to the Service gained via Dealer's User Identification Number and Password.

The Dealer's responsibility under this Agreement includes payment of all fees and charges associated with the user of the Service, whether or not made by the Dealer personally or by the designated person using the Dealer's Identification Number. You are responsible for protecting and securing your User Identification Number and password from unauthorized use and disclosure. In the event that you become aware of or believe that there has been any theft or unauthorized use of your User Identification Number, you shall notify the MVD immediately by electronic mail at the following address: business.registration@dor.ga.gov

Fees

The current fee for using the Service is Two Dollar (\$2.00) per search, even if no search results are obtained, and shall be paid to Georgia Net as outlined in the Dealer's initial agreement with Georgia Net.

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Disclaimer of Warranties and Liabilities

The Service is provided on an "as is" basis. Because of the inherent hazards and uncertainties of electronic distribution, there may be delays, omissions, or inaccuracies in the information available through the Service. Use of the Service is at your own risk.

MVD shall be liable to you or anyone else for any claim, loss, or injury arising out of use of the service, caused in whole or in part by its negligence or by matters beyond its control. MVD shall not be liable for consequential, special, incidental, or similar damages, even if advised beforehand of the possibility of such damages. You agree that the liability of the MVD, if any, is created and determined by the Georgia Tort Claims Act, O.C.G.A. §#50-21-1 et. seq.

MVD can guarantee or warrant that this Service or materials that may be downloaded from this Service do not contain viruses, worms, "Trojan horses," or other destructive features. If you download any files from the Service, you do so at your own risk.

You agree to defend, indemnify, and hold harmless the State of Georgia, the DOR and MVD, its commissioners, deputy commissioners, directors, officers, employees, and agents from any claims and expenses, including reasonable attorney's fees, related to any violation of this Agreement by you.

Miscellaneous

MVD may give notice to you by means of a general notice on the Service, electronic mail to your e-mail address on record in the MVD, or by first-class mail to your address on record with the MVD. You may give notice to MVD by electronic mail to: business.registration@dor.ga.gov. Notice shall be deemed given upon receipt.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver by either the MVD or Dealer of any term or condition of this Agreement, whether by conduct or otherwise, shall be deemed a further or continuing waiver of such term of condition or a waiver of any other term of condition of this Agreement.

This constitutes the entire Agreement between the parties with respect to any Dealers' use of the Service. Any amendment or modification to this Agreement must be approved either in writing or, as indicated above, by a duly authorized representative of each party.

The laws of the United States and the State of Georgia shall govern this Agreement.

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