



## DISCLOSURE AND AUTHORIZATION FOR DRIVING RECORD

I am requesting and authorizing Hope Capital LLC DBA National MVR pull my personal driving record. This is a one-time request only. I further understand that such reports may contain public record information such as, but not limited to: my social security number, my height, my weight, my date of birth, my full name among other personally identifiable information along with my driving record. I acknowledge and accept the terms and conditions as listed on page two of this Disclosure and Authorization Form and also listed on National MVR.com

### Authorization

**I hereby authorize procurement of department of motor vehicle record(s) National MVR. I authorize without reservation, any person, business or agency contacted by the consumer reporting agency to furnish the above-mentioned information.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For identification purposes:

Social Security No.: \_\_\_\_\_; Date of Birth: \_\_\_\_\_.

Drivers License No.: \_\_\_\_\_; State of Issue: \_\_\_\_\_.

Current Address: \_\_\_\_\_.

Phone Number: \_\_\_\_\_; Email: \_\_\_\_\_.

**By creating an account and utilizing our online mvr record request system, you automatically agree to the following terms of use. The policies may periodically be updated and it is the responsibility of the user to check this page and review the policies. Violation of this policy can result in immediate suspension and/or termination of your Account.**

**Terms of Use Agreement Governing Use of the NationalMVR.com Service**

IMPORTANT — READ CAREFULLY: This Terms of Use Agreement (“Agreement”) is a legal agreement between NationalMVR.com a subsidiary of Vertical Identity (“Company”) and the person accessing and ordering records from NationalMVR.com (“you and or the user”). This Agreement in its entirety governs your use of the NationalMVR.com Service hereinafter referred to as (“the service”).

**TERMS OF USE SUMMARY:**

You acknowledge that you must be the owner of the driving record to request records from our site. You hereby agree to use these services in accordance with applicable law including a permissible use as specified by FCRA, ICRA, DPPA and the GLBA and agree that failure to do so will be a breach of your agreement for this service. Laws applicable to use of this data include the Drivers’ Privacy Protection Act and related state laws (DPPA) and the Gramm-Leach-Bliley Act (GLBA) as well as Federal law (FCRA). The data regulated by the DPPA, FCRA, ICRA and the GLBA may be used only for specified permissible uses. Company only provides driving records to the owner of the driving record. If you are an employer, or other interested, vested party, please contact our Corporate Office of Vertical Identity at 602-899-1606 to discuss your needs. By creating an account and agreeing to our terms of use, you are certifying that the data returned to you will be used in accordance with State and Federal laws.

COMPANY MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AVAILABILITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. User acknowledges and agrees that the services provided by COMPANY are merely access and reporting services that are dependent upon the accuracy, completeness and integrity of government maintained databases and information. You as the end user must ensure that the information that you enter such as your name, date of birth and driver’s license number along with any other identifying information required by your issuing state is correct on the order form. As each state will charge COMPANY the same fee if there is a hit or no hit, a record or no record. COMPANY cannot and does not guarantee that the services will be uninterrupted or error free, or that the information provided will be accurate, complete or up to date. Accordingly, you agree that you use the services at its own risk. The MVR database refers to information maintained by each respective states DMV.

**We do not sell to employers from NationalMVR.com. Employers are regulated pursuant to the federal Fair Credit Reporting Act (the “FCRA”). If you wish to access records for your business please call Vertical Identity Corporate Office at 602-899-1606 for more information and to setup an account.**

When you use the service or features offered through **NationalMVR.com or the COMPANY**, you agree to all of the terms and conditions of this Agreement and consent to Arizona Jurisdiction. Please read the following terms and conditions carefully, as they constitute collectively the agreement between you and us.

I understand that I am liable for all records requested by me, and payments charged to my account by me, any order made by me or anyone using my “Log in ID” and “Password” to access any area of the service. This applies to one time requests that may not require account creation, orders sent by any electronic means, including fax, mail or email.

If you do not agree to these terms and conditions, you will not use this service. By using this service and website you are agreeing to be bound by the terms of this agreement and consenting to Arizona Jurisdiction.

**Statement of Terms and Conditions**

User certifies that it will use the information only for the specific Permissible Purposes set forth in the Sales Order and agrees to not resell any information obtained from COMPANY. COMPANY only provides data to the owner of the driving record. If you are an employer and need MVR records for your business please call Vertical Identity Corporate Offices at 602-899-1606 to speak about your needs and setup an account. You will be required to validate your business need, and have a DPPA Permissible Purpose as follows:

DPPA PERMISSIBLE PURPOSES:

- (01) By any government agency, including any court or law enforcement agency.
- (02) For use in connection with matters of motor vehicle or driver safety and theft.
- (03) For use in the normal course of business, but only to verify the accuracy of personal information.
- (04) For use in connection with any civil, criminal, administrative, or arbitral proceeding.
- (06) For use by an insurer or insurance support organization.
- (07) To provide notice to owners of towed or impounded vehicles.
- (08) For use by a licensed private investigative agency.
- (09) By an employer/agent or insurer of a Commercial Driver License holder.
- (10) In the operation of private toll facilities.
- (13) For use by any requester, if the requester has obtained a written consent of the person whose record is being requested.
- (14) For any other use specifically authorized under the law of the State that holds the record.

I AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS AND EMPLOYEES FOR ANY CLAIM FOR DAMAGES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED BY COMPANY IN DEFENDING ANY CLAIM FOR DAMAGES) RESULTING FROM INFORMATION DERIVED FROM SEARCHES I PERFORMED ON THE SITE, RESPECTIVE STATE AGENCY DMV RECORDS OR THE SITE'S DATABASES.

I UNDERSTAND AND AGREE THAT MY USE OF THE SITE AND/OR THE SITE'S DATABASES IS ENTIRELY AT MY SOLE RISK. I UNDERSTAND AND AGREE THAT COMPANY WILL NOT BE RESPONSIBLE TO ME OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES INCURRED IN CONNECTION WITH MY USE OF THE SITE OR THE SITE'S DATABASES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

YOU make each of the above statements and certifications with respect to YOU personally, as well on behalf of YOUR employer and any other person or entity to which I provide reports or information based on data obtained from COMPANY SERVICES OR DATABASES. YOU certify by use of the SERVICE that you have the authority to act on behalf of all such other persons or entities in making these statements and certifications.

Account Owner and User CANNOT resell any information obtained from COMPANY.

Protection of User Access ID: If User is issued an access code to be used for Internet access to COMPANY services (the "Access Code"), User shall NOT allow anyone to access the SERVICE for their own records. Each USER must create their own account, for the purpose of ordering their own record. User shall notify COMPANY immediately upon any security breach so that the COMPANY can disable the account. Notification shall be by email, phone or fax, but will only be valid if the COMPANY responds with an acknowledgement of receipt by either email, phone or fax.

### **The Individual's Right to Access Personal Data Being Processed**

Upon individual written request, COMPANY will inform you of whether any personal data of which you are the subject is being processed. If personal data of this nature is being processed, you have the right to receive (1) a description of the personal data, (2) the purposes for which the data is being processed, (3) a list of the recipients to whom the data may be disclosed, and (4) information regarding the source of the data. The information provided to you will be in a format that is easy to understand. All such written requests must be sent by letter or e-mail to the company listed at the end of this policy.

### **Exceptions to the Right to Access Personal Data**

Pursuant to the Data Protection Act of 1998, there are several situations in which an individual does not have the right to request personal data. For example, you may not receive information located in your personal data which identifies another individual, unless either (1) the other individual provides permission or (2) it is reasonable to comply with the request without the consent of the individual. In addition, you do not have a right to personal data processed for the prevention or detection of crime, the apprehension or prosecution of offenders, or the assessment or collection of any tax or duty. Furthermore, parts of the personal data containing information constituting a trade secret or providing the logic involved in any decision-making may be withheld from disclosure. The Secretary of State may provide or order additional exemptions relating to health, education, social work, or government functions.

**FAILURE TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT WILL RESULT IN TERMINATION OF USER'S ACCOUNT.**

**Copies of FCRA and the DPPA can be obtained by emailing a request to [nationalmvr@gmail.com](mailto:nationalmvr@gmail.com).**

## 1. **Defined Terms**

“Service” means the provision of access over the Internet to the USER from the Company for your Authorized Use.

“Authorized Use” means that you may access or use the Service only as follows: Your own record for any purpose that you deem necessary including for driving school, application for a job, your own records and so on. You are responsible for your records once released to you.

## 2. **Access and Use License to NationalMVR.com**

You may access and use the Service only for your Authorized Use. The extent to which you can access the Service is determined by Company. You may not use, distribute, display, transmit, reproduce or otherwise exploit any of the Service, or its contents, for any other purpose.

## 3. **Ownership of Intellectual Property**

The Service contains confidential trade secret information of Company and its Suppliers. Company (and its Suppliers) retains all right, title and ownership of the Service, including the Company Intellectual Property, and any and all proprietary rights (including patent rights, copyrights, trade secrets, trademarks, trade names, service marks, designs or design marks or proprietary inventions, designs, information, sequence, structure, organization, and functionality) with respect to all of the foregoing. Nothing in this Agreement is intended to convey any rights therein to you, other than the right to use the Service in the manner and to the extent permitted in this Agreement.

## 4. **Passwords**

Upon your registration, Company may provide you with (or you will select) a login ID and unique password to access the Service. You agree to (a) provide true, complete, accurate and current data, as requested in the registration process (and maintain and update such data); (b) prevent unauthorized access or use by you or others by using your password; (c) promptly report any unauthorized use or disclosure of your password or other breach of any Service security; and (d) not assign or transfer (or attempt to do the same) any rights granted to you under this Agreement. Company reserves the right to suspend, or to refuse any further, access or use of the Service if Company learns or reasonably suspects that your registration information is false or inaccurate, if you refuse to provide complete and updated registration information, or if you misuse or permit another to use your login ID or password who is not authorized to do so or for any other breach of security. You acknowledge and agree that you (and not Company) are responsible for maintaining the confidentiality of the password and that you (and not Company) are liable for any harm that may result from disclosing (or allowing the disclosure of) your password or other breach of this Agreement.

## 5. **Prohibited Actions**

As a condition to your Authorized Use of the Service, you must use the Service for lawful purposes only and only as expressly permitted in this Agreement. You agree to not do any of the following, in any manner whatsoever, alone or through any other person or entity, and your compliance is something that Company, in its sole and absolute discretion, will determine:

- (a) Restrict or inhibit any authorized users from accessing or using the Service;
- (b) Transmit to or introduce at the Service any viruses intended to damage, interfere with, disrupt, intercept or expropriate the Service (“Viruses”), or otherwise implement or engage in on-line activities, attacks or actions in a manner that have a disruptive or detrimental effect (“System Attacks”);
- (c) Use the Service for any purposes that are unlawful or illegal under any law, regulation or legal requirement or that could give rise to civil or criminal liability or actions against Company (or its Suppliers), you or any other third party;
- (d) Transmit, access or communicate any data that you do not have a right to transmit under any law or under contractual or fiduciary revisions (such as proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); or
- (e) Post, submit, upload, e-mail or otherwise transmit any content, material or other thing at, to or through the Service that infringes or violates the rights of others, including without limitation, copyright, trademark, trade secret or other intellectual property and proprietary rights, privacy or publicity rights.

## 6. **Other Restrictions and Limitations Applicable to Your Use of the Service**

(a) Confidentiality. The Service is confidential and proprietary to Company (and its Suppliers). You agree that, unless you have the express written consent of Company, you will not disclose, transfer or otherwise provide to any third party all or any part of such Service except as authorized by this Agreement.

(b) Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the Company Intellectual Property, including any other technology utilized to provide the Service.

(c) No copies or modifications. You may not modify, publish, participate in the transfer or sale of, or create new works from any of the Service, in whole or in part.

(d) Rental. You may not rent or lease any of the Service.

(e) Proprietary Notices. You may not remove any copyright, trademark or other proprietary notices from the Service or any content or information generated from it.

## 7. Termination

Your access to and use of the Service may be terminated, limited, denied or disabled at any time, without the necessity of Company sending you notice or otherwise advising you of your loss of rights, if you use the Service in a way that is not authorized or if you otherwise violate any of the terms, conditions or restrictions stated in this Agreement. Accordingly, you may or may not be able to recover information stored on the Service. Termination or cancellation of this Agreement will not affect any right or relief to which Company or its Suppliers may be entitled, at law or in equity. Upon termination of this Agreement, all rights to use the Service will terminate.

## 8. Disclaimer of Warranty.

The Service is provided "AS IS," without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS OF QUALITY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE, AND ACCESS TO THE SERVICE. COMPANY DOES NOT WARRANT THAT THE OPERATION OF OR ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOUR ACTUAL RIGHTS MAY VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

## 9. Indemnification

You agree to indemnify, defend, and hold harmless Company and its Suppliers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (a) use or misuse of the Service by you or any other person who accesses the Service using your login ID or password; (b) any violation of this Agreement; or (c) any violation of any rights of a third party.

### • Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL COMPANY'S ENTIRE LIABILITY UNDER THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTION, REGARDLESS OF LEGAL THEORY, EXCEED \$75 (SEVENTY-FIVE DOLLARS).

### • Claims Regarding Your Use of The Service

This Agreement is governed by and is to be construed under the laws of the State of Arizona. The sole jurisdiction and venue for any litigation arising out of this agreement will be an appropriate state or federal court in Maricopa County, Arizona. You hereby consent to personal jurisdiction in such courts. The United Nations Convention on Contracts for the

International Sale of Goods will not apply. If Company brings a lawsuit, claim or other proceeding against you to enforce this Agreement or brings you into one in connection with enforcement of this Agreement, Company will be entitled to recover from you (and you agree to pay), in addition to all damages that may be awarded, reasonable and necessary attorney's fees and any costs of litigation. If any provision of this Agreement is found to be unlawful or unenforceable in any respect, the court will reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision) and, as so reformed or modified, fully enforce this Agreement.

- **Entire Agreement; Changes to this Agreement**

The terms of this Agreement constitute the entire and exclusive agreement between you and Company regarding the Service and its use, and supersede all other agreements, understandings and communications regarding the subject matter of this Agreement, if any, both oral or written, whether made prior or subsequently to or contemporaneously with your use of the Service. Company retains the right to modify the terms or conditions of this Agreement at any time and will notify you of such changes in writing. You are bound to all changes the Company may make to these terms and, therefore, should periodically revisit these terms and review them to make sure you comply with all changes. Otherwise, this Agreement may not be superseded or modified except in a writing signed by an authorized representative of Company. If at any time you cannot comply with any of the terms and conditions of this Agreement, then you should terminate and discontinue all access to and use of the Service.

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### **Refund & Chargeback Policy**

**NO REFUNDS** for driving records will be granted if the information you have submitted comes back as incorrect, invalid, in error or as "No Records Found". You understand and agree that no refunds will be granted and you will not be permitted to re-process your order without incurring an additional charge for a new order. This policy is due to the fact that charges are incurred by you to process your order, including payment to the DMV for the data and this website is not able to recover these charges once the order has been placed.

### **Chargeback Policy**

The purpose of this chargeback policy is to recover operating expenses incurred from protecting the company's financial well-being from those individuals who would take financial advantage of our services instead of utilizing our contact and support system.

COMPANY considers chargebacks and any kind of disputes through payment processors to be fraud if a customer has made no reasonable effort to work with us to resolve any problems with a purchase. In other words, we expect our customers to follow our refund policy instead of issuing a chargeback or opening a dispute, and chargebacks/disputes are always considered to be fraud. Fraudulent chargebacks may be turned over to a law enforcement or collection agency.

Since fraudulent purchases are often associated with malware and phishing, immediate termination of all services related to the chargeback is required to prevent possible damage. When COMPANY receives a chargeback notice, the account in which the service was purchased is immediately blocked, and all related services in the account are terminated.

Please, be advised, that a customer must reverse the chargeback in order to restore a blocked account.

All chargebacks not only cost our employees time away from our usual and customary matters of conducting normal business, but cost us money. **Therefore, you agree that if you, the USER, choose to do business with COMPANY, and you issue a chargeback, you agree to pay us \$50 for our time responding to the matter. You, the USER, authorize us to charge this amount to your account balance or credit card.** To cancel a chargeback, you must contact your credit card provider and issue a chargeback reversal. To cancel an open dispute you must contact the online payment processor and close your dispute.