



1335 Valwood Pkwy  
Suite 108  
Carrollton, Texas 75006  
(972) 245-3660  
(800) 383-3482  
Fax (972) 242-3858  
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www.turborater.com

# *eTurboShield*

## Subscription Agreement – Terms and Conditions

# SIGN-UP FORM

This subscription agreement for Undisclosed Driver Reports (“ the Agreement”) is entered into as of the date specified in the sign-up form below (the“Effective Date”) by and between Insurance Technologies Corporation (“ITC”), a Texas corporation with offices at 1335 Valwood Parkway, Suite 134 Carrollton, TX 75006 and the Company specified in the sign-up form below as (“Customer”).

**1. PRODUCT AND RATES.** ITC agrees to provide services and obtain “Information Reports” which may include: Undisclosed Driver Information (“UDI”) and Undisclosed Driver for Customer, under the terms and rates specified herein. The applicable Service Fee Schedules shall be attached hereto and made a part hereof as Exhibit 1. **ALL rates are subject to change at any time and become effective during the billing period following notification.** The Information Reports and other requests may be initiated and delivered by various client software packages as designated from time to time by ITC and will be billed on an ITC invoice.

**2. SOLE USE.** The Information Reports, products and services provided are for the sole and internal use of the Customer and may not be resold, sublicensed, delivered or displayed in any way or used by any third party. Customer warrants and agrees that any requests made for Information Reports, products and/or services are only to be used as a factor in establishing a consumer’s eligibility for new or continued insurance purposes only.

**3. RESTRICTIONS.**

3.1 Compliance with Laws. Customer certifies that it shall order, receive, disseminate and otherwise use the Information Reports in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act (“FCRA”) and its state equivalents, the Driver’s Privacy Protection Act 18 U.S.C. §2721 et seq., (“DPPA”) and its state equivalents, the Gramm-Leach-Bliley Act (“GLB”) and its state equivalents, and including any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations ( collectively referred to herein as “The Laws”). Customer shall be responsible for understanding and for staying current with all of The Laws.

3.2 Publications. Customer agrees that all solicitations, advertising copy and other communications used in connection with Information Reports, products and services shall be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient’s name and address.

3.3 Archiving. Customer shall not use Information Report data supplied by ITC to directly or indirectly compile, store, or maintain the Information Reports to develop its own source or database or Information Reports.

3.4 Other Restrictions. ITC may from time to time impose additional restrictions, procedures or processes upon the use and/or delivery of the Information Reports which, it believes to be prudent to ensure compliance with The Laws, the Specific State Forms and/or the security, privacy or confidentiality of the Information Reports.

3.5 Interpretation. In the event that Customer and ITC disagree with the intent, effect, necessity to comply with or the interpretation and/or compliance requirement of any of The Laws or Specific State Forms, Customer shall conform to ITC’s interpretation.

3.6 Use of the Internet. Customer will not disseminate any “Information Reports” over the Internet. Internet dissemination includes public e-mail, World Wide Web access, ftp and all other mechanisms where data is transmitted across the Internet.

Failure of Customer to fully comply with the requirements of all of Section 3 shall be a material breach of this Agreement and shall permit ITC to immediately terminate this Agreement and the delivery of any Information Reports, services or other products to Customer without notice or delay.

**4. WARRANTY AND INDEMNIFICATION.** Customer hereby represents and warrants that any data, content or other materials provided by Customer to ITC are in compliance with all applicable laws and will not, when used by ITC, defame any person or infringe the trademarks, service marks, copyrights or other intellectual property rights of any third party. Customer agrees to indemnify and hold harmless ITC, its affiliated companies and their officers, directors, employees and shareholders from any and all damages, costs, judgments and expenses (including reasonable attorney’s fees) as well as any and all fines, interest, penalties or any other liabilities: (i) incurred by ITC, (ii) imposed by local, state or authorities or (iii) claimed by any third party which result from or arise out of Customer’s failure to fully comply with the provisions of Section 3 or the use by Customer of the Information Reports, products and services which are provided hereunder.

**5. TERMINATION.** Customer may terminate this Agreement at any time with thirty (30) days prior written notice to ITC. Customer agrees, however, to pay for all requests received by ITC. Except as provided in Section 3, ITC may terminate this Agreement or amend this service by providing ten (10) days prior notice to Customer. ITC may amend this Agreement or terminate without notice if the availability of an Information Report to ITC changes for any reason during the term of this Agreement.

**6. DISCLAIMERS.**

CUSTOMER UNDERSTANDS AND AGREES THAT THE FOLLOWING LIMITATIONS ARE AN ESSENTIAL PART OF THE CONSIDERATION TO ITC FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS ARE SPECIFICALLY DESIGNED AND AGREED TO BY THE PARTIES TO ALLOCATE AND LIMIT RISKS BETWEEN THE PARTIES IN LIGHT OF THE PRICES CHARGED AND THE OTHER BUSINESS TERMS OF THIS AGREEMENT. ITC PREPARES THE INFORMATION REPORTS AND PRODUCTS PROVIDED UNDER THIS SERVICE FROM INFORMATION SUPPLIED BY VARIOUS STATE AGENCIES AND OTHER SERVICE BUREAUS. ALTHOUGH EVERY REASONABLE EFFORT IS MADE TO ENSURE THE ACCURACY OF THE DATA, THE INFORMATION REPORTS AND OTHER PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND NEITHER ITC NOR ITS SERVICE BUREAUS IN ANY WAY WARRANTS OR ASSUMES ANY LIABILITY FOR THE ACCURACY, TIMELINESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR COMPLETENESS OF ANY INFORMATION REPORT OR PRODUCT PROVIDED UNDER THIS AGREEMENT.

NEITHER ITC NOR ITS SERVICE BUREAUS ASSUMES RESPONSIBILITY FOR CHARGES INCURRED, LOST REVENUE, NOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT IN LIMITATION, ERRORS IN CUSTOMER INPUT, DUPLICATE REQUESTS, ERRORS IN TRANSMISSION, PROGRAM OR EQUIPMENT FAILURES, COMMUNICATION PROBLEMS, PROCESS DELAYS, OR SCHEDULE CHANGES. IN NO EVENT SHALL ITC’S OR THE SERVICE BUREAU’S LIABILITY EXCEED THE CHARGES ACTUALLY PAID TO ITC BY CUSTOMER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM.

**7. NOTICES.** Notices sent to either party shall be effective when delivered in person, one day after being sent by overnight courier, or five (5) days after being sent by certified mail postage prepaid to the address set forth above for such party, or to such other address as the party, to which such notice is being sent, may from time to time have specified in an earlier notice to the party sending such notice. In addition, notices to Customer sent by email to the Customer’s email address identified in this Agreement shall be effective when sent. Customer shall notify ITC of any changes in Customer’s email address.



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**8. CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Texas. The state or federal courts of the State of Texas shall have exclusive jurisdiction over any claims arising out of or in any way related to this Agreement.

**9. FORCE MAJEURE.** Except for payment obligation, neither party shall be liable for any failure or delay in performance directly or indirectly caused by acts or omissions beyond the reasonable control of the party required to perform. In the event that a party is asserting force majeure as its reason for failing to perform timely, such party shall immediately notify the other party of the situation and shall use every reasonable effort to remove the condition of force majeure and begin performance.

**10. MISCELLANEOUS.** This document and any amendments as well as the Exhibits referenced herein and all documents referred to in said Exhibits constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only in a writing signed by both parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

**11. SEVERABILITY.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such invalid provision had not been contained herein.

**12. SURVIVAL.** The provisions of Sections 3, 4, 6, 8 & 9 of this Agreement shall survive the expiration, cancellation, termination or non-renewal of this Agreement.

**13. ASSIGNMENT.** Customer shall not assign or subcontract this Agreement without the prior written permission of ITC and any such assignment or delegation, either full or partial, to any third party is void and of no effect. A merger, consolidation, reorganization or other change of control shall be considered an assignment for the purposes of this Agreement. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

IN WITNESS HEREOF THE PARTIES CERTIFY THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS DESCRIBED IN THIS SUBSCRIPTION AGREEMENT, AND ANY APPLICABLE STATE AGREEMENTS.

**An authorized agent or officer of the company ordering Reports (“End User”) must sign agreement.**

**Reasons for ordering reports (One of the following must be checked):**

Insurance underwriting purposes                       Employment purposes

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Owner or Officer

**NAME (Printed):** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Option plans/Price Schedule (Exhibit 1) (Please select one of the following options) -**

- Bronze plan – includes up to 50 reports per month for \$10/per month.                       \$120 Annually
- Silver plan – includes up to 150 reports per month for \$20/per month.                       \$240 Annually
- Gold plan – includes up to 400 reports per month for \$40/per month.                       \$480 Annually
- Platinum plan – includes up to 1,000 transactions per month for \$75/per month.                       \$900 Annually
- Diamond plan – 1,000 plus transactions – Please contact ITC Sales Department at 800-383-3482 for a price plan.

**COMPANY/AGENCY NAME:** \_\_\_\_\_

**PRIMARY CONTACT (if other than Owner/Manager):** \_\_\_\_\_

**EMAIL ADDRESS (required):** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**If you have an existing ITC Account Number enter here :** \_\_\_\_\_

**PAYMENT :**  Check enclosed, mailing to above address.

Credit Card Number: \_\_\_\_\_ Expires: \_\_\_\_\_

**Name on Card:** \_\_\_\_\_  AMEX  VISA  MasterCard

**Fax this signed and completed form to (972) 242-3858 or (800) 687-5454**