



InforME
Maine Information Network
45 Commerce Dr., Ste 10
Augusta, ME 04330
(207) 621-2600
info@informe.org
www.maine.gov/informe/

InforME Subscription Account Application & Agreement

You must be an InforME subscription account holder to access certain State of Maine electronic government services provided by InforME through the Maine.gov portal and to use InforME's monthly billing service.

To register for a subscriber account, read all the information carefully, complete and sign this application and InforME Subscriber Service Agreement and any additional forms required for access to specific services, and return it to us at the address below. You may fax (207-621-9950) the agreement for faster processing or scan and email it to customerservice@informe.org. However, you must also promptly mail all documents with original signature(s) to:

Attn: Customer Service
InforME/Maine Information Network, LLC
45 Commerce Drive, Suite 10
Augusta, Maine 04330

The current annual InforME subscription fee is \$95.00 and must be paid prior to initial account creation. You may send a check or select from our automatic payment options. Thereafter, the annual renewal fee is billed to your account automatically prior to account expiration.

In addition to a subscription, certain InforME services may have secondary registration, annual use, statutory and/or transaction usage fees associated with them. Please note that some services or levels of access require additional forms and approvals. These forms and information on all fees are provided on the InforME website at <http://www.maine.gov/informe/subscribers/>. Usage fee information is also available on the website for each service. Any statutory or usage fees are billed on a monthly basis.

If you have any questions regarding this application or the Service Agreement, please contact Maine Information Network, LLC (MIN), which manages the InforME portal for the State of Maine, at 207-621-2600 or 877.212.6500 or email info@informe.org.

Signing Up is Easy

1. Sign and return this Application & Agreement to the address above, along with any additional documents required if requesting restricted access. Include a check for the initial subscription fee if not paying by credit card.
2. Upon receipt of the signed and completed documents and initial payment, InforME will set up your subscription account and provide login information. Please note: We cannot provide login information via email. You will receive a phone call with your login(s).
3. When you receive confirmation and login information, you may begin using subscription services. You will be billed on a monthly basis for your monthly account usage if applicable.



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Subscription Account Holder Information

Please print clearly.

Mailing Address

Organization Name: _____

Type of Business (i.e. Employment Services, Insurance Company, Government, etc.):

Account Holder/Signor Name: _____

Title: _____

Department (optional): _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____ Ext. _____

FAX: _____

Email Address (This is where your monthly electronic billing statements will be sent):

Billing Address (if different from above)

Attention: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____ Ext. _____

FAX: _____



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Payment Method

Please Select One: All usage fees incurred will be totaled and billed monthly. Your initial subscription fee will be charged immediately upon account creation, and automatically billed annually.

Payment information is handled securely. We are CyberTrust certified.

Auto Check Option (ACH)

Financial Institution automatically deducts amount of usage and filing fees including any annual, monthly or quarterly subscription fees out of checking account monthly. If you select this option, we will call you to obtain your banking information.

Monthly Manual Check Payment

MIN bills Monthly Account Holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly subscription fees. Invoices are provided electronically. Payment is made by check and mailed by Monthly Account Holder to MIN's designated payment address. A \$15.00 minimum monthly charge applies for this option.



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Subscription Account Users

You may request up to 10 user ID/Passwords for your subscription account. Please list each individual who is to have access. All users under your account will have the same level of access to services. More users may be added by purchasing another subscription account.

Name(s) to be registered to account: (Monthly Account Signor must also be listed here to obtain a user name and password.)

Name	Email Address
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____



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Request for Special Access

Some levels of access for certain services require additional documentation and approval by the associated state agency. Please indicate if you are requesting any of the listed access levels below.

Access to Protected Information in Driver Records

Access to Drivers History Information is provided through InforME in cooperation with the Maine Secretary of State, Bureau of Motor Vehicles (BMV) and is governed by the Federal Driver's Privacy Protection Act of 2000 (DPPA). Certain personal information contained in motor vehicle records (such as an individual's name, address, date of birth, or license number) may only be provided in compliance with the Maine Secretary of State, Bureau of Motor Vehicles (BMV) DPPA Rules. If you require access to this personal information, and qualify under the Rules, you must sign and return the **DPPA Affirmation Statement** along with your completed subscriber application. If you do not require access to personal information, you do not need to sign the Affirmation Statement. You will still be able to access Motor Vehicle Records, but personal information will be omitted.

Access to Public Criminal History Records under Non-Billable Status

Some agencies are eligible to obtain public criminal records free of charge (the InforME subscription account fee still applies). In order to obtain non-billable status for public criminal record requests, you must be one of the eligible agencies and your request must be approved by the Maine State Police. Sign and return the PCR Affirmation Statement in addition to your subscriber application.

Access to BMV Records under Non-Billable Status (government entities)

Some government agencies are eligible to obtain BMV records free of charge (the InforME subscription account fee still applies). In order to obtain non-billable status for BMV record requests, you must be one of the eligible agencies and your request must be approved by the BMV. Check the box for this option in order to initiate a request for non-billable status.

Access to Corporations Record Searches under Non-Billable Status (government entities)

Some government agencies are eligible to conduct corporations and UCC record searches free of charge (the InforME subscription account fee still applies). In order to obtain non-billable status for corporate record searches, you must be one of the eligible agencies and your request must be approved by the Maine Division of Corporations. Check the box for this option in order to initiate a request for non-billable status.



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InforME Subscription Service Agreement

Revised 6/2014

The Monthly Account Holder and the Maine Information Network, LLC (hereinafter “MIN”), the Portal Manager for InforME wish to contract for the provision of services from MIN to Monthly Account Holder in accordance with the Terms and Conditions below. MIN provides online access from terminals and personal computers, to a number of InforME and State of Maine databases with related services. Monthly Account Holder wishes to use the subscriber services made available by MIN through InforME. InforME is a service created by the State of Maine with oversight by the InforME Board.

Terms and Conditions

1. This Agreement sets forth the terms and conditions under which MIN will provide services to Monthly Account Holder.
2. MIN reserves the right to withdraw any service or services without consulting Monthly Account Holder prior to withdrawing such service, and shall have no liability whatsoever to Monthly Account Holder in connection with deletion of any such service.
3. Monthly Account Holder 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 and other notices provided to Monthly Account Holder by MIN constitutes the entire agreement between the parties. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. MIN 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 Monthly Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the purchase order is for Monthly Account Holder’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 InforME in its sole discretion.
 - b) ID/Account Numbers: MIN will issue to the Monthly Account Holder a maximum of ten ID/account numbers per annual fee. Monthly Account Holder is responsible for preserving the secrecy of its account numbers and for ensuring that access to services and use of its ID/account numbers 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; Monthly Account Holder is liable for any and all charges for services to its ID/account numbers, whether or not authorized by Monthly Account Holder.



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InforME Subscription Service Agreement (continued)

- c) Access: Monthly Account Holder is solely responsible for the selection and procurement of any equipment and communication lines.
- d) Copyright and Ownership of Information: Monthly Account Holder agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through MIN and InforME services.
- e) Use of Information: Monthly account holder agrees to abide by all applicable use statements and requirements outlined for access of information or services through MIN. Monthly account holder recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by MIN.
- f) Subscription and/or use of specific online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Monthly account holder to have access to those services.

5. Payment

- a) Invoices for all services rendered will be prepared by MIN and provided by MIN. Rates shall be in accordance with the current InforME rate schedule. Terms of invoice payment shall be net twenty (20) days.
- b) In addition to the rates contained herein, Monthly Account Holder shall pay MIN for all sales, use, and excise taxes incurred by MIN in providing services to Monthly Account Holder, where applicable. MIN makes no representation as to the liability or exemption from liability of the Monthly Account Holder to any tax imposed by any governmental entity.
- c) Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Monthly Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
- d) Payment Options: (Monthly Account Holder selects one)
 - i. Auto Check Option – Financial Institution automatically deducts amount of usage and filing fees including any annual, monthly or quarterly subscription fees out of checking account monthly.
 - ii. Manual Check Option - MIN bills Monthly Account Holder monthly usage and filing fees and bills on the appropriate month for any annual, monthly or quarterly subscription fees. Invoices are provided electronically. Payment is made by check and mailed by Monthly Account Holder to MIN's designated payment address. A \$15.00 minimum monthly charge applies for this option.



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InforME Subscription Service Agreement (continued)

e) Default: An account is in default if it is past due or if Monthly account holder should declare a bankruptcy or insolvency. In the event of default, MIN may, at its sole option, block the Monthly account holder 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 MIN 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 MIN, 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 Monthly Account Holder for the services in connection with which a claim of liability is asserted or imposed.

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

c) MIN shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service.

d) No action or suit, regardless of form, other than an action for payments due MIN, 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) MIN, The InforME Board, the state of Maine, County and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on InforME or through MIN shall at no time be liable for any errors in, or omissions from, information available on InforME or through MIN.

7. Warranty

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

b) Monthly Account Holder 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 MIN.



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InforME Subscription Service Agreement (continued)

8. Rate/Fee Changes

a) Rates/Fees are established by the state governing authority of InforME 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. Rates are posted on the InforME website at <http://www.maine.gov/informe/subscribers/services.html> and on each online service site.

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

9. Renewals

Monthly Account Holder's accounts renew annually automatically on the last day of their anniversary month unless MIN is notified in writing to the contrary. Some accounts may have an annual renewal that is not based on anniversary date and those accounts will automatically renew on a predetermined calendar period (i.e. January of every year). The appropriate annual fee will be applied in the billing for that month.

10. Limitations

a) Under no circumstances may Monthly Account Holder, or any other party acting by or through Monthly Account Holder or using Monthly Account Holder's ID/account numbers, use data received from or through InforME in any way except in full and complete compliance with all applicable federal, state, local or other laws and regulations.

b) Monthly Account Holder specifically recognizes and affirms that he, or any other party acting by or through Monthly account holder or using Monthly account holder's ID/account number(s), will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.

c) Monthly Account Holder understands that his MIN or InforME service privileges may be terminated for a violation of this Agreement or of an applicable federal, state, local or other law or regulation, and further that he may be prosecuted for such violations.

d) Monthly Account Holder agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Monthly Account Holder by MIN or through InforME.

e) Monthly Account Holder acknowledges that records of its access to for-fee Services will be maintained by MIN and are subject to audit and examination for compliance with applicable limitations on use.

11. Tradename/Trademark

Monthly Account Holder agrees that it will not use the trademark "MIN" or "InforME" or any of InforME's or MIN's services identified in any fashion unless specifically authorized to do so in writing by MIN.



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InforME Subscription Service Agreement (continued)

12. General

- 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 the Agreement. Each party further acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by it.
- b) Waiver: The waiver, modification, or failure to insist by MIN on any of these terms or conditions shall not void, waive, or modify any of the other terms or conditions, nor be construed as a waiver or relinquishment of MIN's right to performance of any such term or terms.
- 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 Maine as such laws are applied to contracts made and to be performed entirely in Maine, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Maine and in no other jurisdiction.
- e) Notices: All notices required under this Agreement must be in writing and directed to Maine Information Network, LLC as follows: InforME, Attn: Dan Andrews, General Manager, 45 Commerce Drive, Suite 10, Augusta, ME, 04330.
- f) Assignment: This Agreement is not assignable or transferable by Monthly Account Holder and any attempted assignment or transfer by Monthly Account Holder shall be null and void and of no force or effect. MIN may assign this Agreement and/or the payments due to MIN without notice to or requirement for Monthly Account Holder's permission or approval.

- 13. Maine Information Network, LLC, a Maine limited liability company, manages InforME and the day-to-day operations and activities of the portal under one or more contracts with the State of Maine.

Signature

Printed Name and Title

Company Name

Date



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DPPA Affirmation Statement

Complete *ONLY* if requesting access to protected information in driver records.

Attachment to contract for motor vehicle record services with InforME/Maine Information Network

As an individual, or an authorized agent of a company, requesting Maine Bureau of Motor Vehicle (BMV) driver or vehicle records through batch, interactive or other processes, I hereby certify on a continuing basis that I am qualified under the Rules of the Department of the Secretary of State 29-250 Chapter 10 (www.maine.gov/sos/cec/rules/29/250/250c010.doc), which implements the Driver's Privacy Protection Act (DPPA), to request "personal information" from the BMV.

If an authorized agent of a company, I further certify on a continuing basis that I have made those personnel from our company who will be handling, requesting or disseminating such records from the BMV (or will in the future make any new persons who will be handling, requesting or disseminating such records from the BMV) familiar with the provisions of Chapter 10 and that all of them agree (or for future personnel, will at that time agree) to abide by its provisions as a condition of the company being granted access to such information.

Please indicate which permissible use category qualifies your entity to have access to personal information. Please check all that apply:

- For use by a government agency, including a court or law enforcement agency, in carrying out its functions, or a person acting on behalf of a government agency* in carrying out its functions.
- For use in connection with matters concerning:
 - A. motor vehicle or driver safety and theft;
 - B. motor vehicle emissions;
 - C. motor vehicle product alterations, recalls or advisories;
 - D. performance monitoring of motor vehicles, motor vehicle parts, and dealers;
 - E. motor vehicle market research activities**, including survey research; and
 - F. the removal of non-owner records from the original owner records of motor vehicle manufacturers.
- For use in the normal course of business by a business or its agents*, employees, or contractors*, but only:
 - A. to verify the accuracy of personal information submitted by an individual to the business or its agents, employees, or contractors; and
 - B. if information submitted to a business is not correct or is no longer correct, to obtain the correct information only for purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.



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DPPA Affirmation Statement (continued)

- For use in connection with a civil, a criminal, an administrative, or an arbitration proceeding in a court or government agency or before a self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or under an order of a court.
- For use in research activities**, and for use in producing statistical reports, as long as the personal information is not published, re-disclosed, or used to contact the individuals who are the subject of the personal information.
- For use by an insurer, an insurance support organization, or a self-insured entity, or the agents*, employees, or contractors* of an insurer, and insurance support organization, or a self-insured entity in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
- For use in providing notice to the owners of towed or impounded vehicles.
- For use by a licensed private investigative agency or licensed security service for a purpose allowed under this section.
- For use by an employer or its agent* or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. 2710 et seq.)
- For use in connection with the operation of private toll transportation facilities.
- For any use in response to requests for individual motor vehicle records when the bureau has obtained the written consent of the person to whom the personal information pertains.
- For any other use specifically authorized by law that is related to the operation of a motor vehicle or public safety. *Please explain and cite authorizing Federal or state law/rule:*

** If you are acting on behalf of, or are contracting with, a business, government agency, court or law enforcement agency, please complete the DPPA Supplemental Information Form*

*** An explanation that details the reason(s) why you feel your research/survey activities qualify under this category must be attached to this document by completing the DPPA Supplemental Information Form.*



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DPPA Affirmation Statement (continued)

I understand penalties may be imposed against me for any violation of the DPPA. I further agree to indemnify and hold harmless the State of Maine, InforME, and Maine Information Network, LLC, from any liability or costs that may result from any access to or use of personal information, which was obtained by me, or others under my authorization, and which was not used in accordance with Chapter 10.

Signature

Printed Name and Title

Organization Name

Type of Business (i.e. Employment Service, Insurance Company, Government, etc.)

Physical Address & Phone Number

Mailing Address (if different from Physical Address)

Date

All requests for access to personal information contained on a motor vehicle record are reviewed by personnel at the Bureau of Motor Vehicle prior to approval. You will be contacted by appropriate personnel if additional information is required during the approval process.



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DPPA Supplemental Information Form

The Bureau of Motor Vehicles is required to protect personal information contained on motor vehicle records and needs the following information to complete the review of your request for access to personal information.

For contractors/agents acting on behalf of another:

1. Please provide a copy of the contract/memorandum of agreement you have with the entity you are acting on behalf of, or are contracting services.
2. Please indicate the type of service you are providing to this entity:
3. Please explain how the personally identifiable information will be used:

For research activities and/or for producing statistical reports:

If you are requesting access to personal information for use in research activities and for use in producing statistical reports, please provide the following information:

1. Please provide a basic overview of the research activity/statistical report to include the project title and the objective:
2. Please explain how the personally identifiable information will be used in your research activity/statistical report:
3. How will the research activity/statistical report provide improvements to highway and/or driver safety?



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PCR Affirmation Statement

Complete *ONLY* if requesting non-billable status for public criminal history records.

Certification of Non-Billable Status

Attachment to contract for motor vehicle record services with InforME/Maine Information Network

I affirm that I am an authorized agent of the organization specified below, that this organization is a governmental organization of the State of Maine or of a county or municipality of the State of Maine, that all requests made for criminal history record information and juvenile crime information made through the Maine Online Criminal Records Service are made solely for non-criminal justice, non-licensing purposes.

I understand this status exempts the governmental organization from any fee for service for the provision of criminal history record information and juvenile crime information pursuant to 25 MRSA §1541(6) . I understand, and agree, that the Bureau of State Police and InforME may terminate this exemption at any time should the Bureau of State Police be required, by law, to charge a fee to governmental organizations that request criminal history record and juvenile crime information for non-criminal justice, non-licensing purposes.

I understand that criminal and/or civil penalties may be imposed against me, or the governmental organization specified below, should criminal history record information or juvenile crime information be obtained without fee for purposes other than non-criminal justice, non-licensing purposes.

I understand penalties may be imposed against me for any violation of these conditions. I further agree to indemnify and hold harmless the State of Maine, InforME, and Maine Information Network, LLC, from any liability or costs that may result from any access to or use of personal information, which was obtained by me, or others under my authorization, and which was not used in accordance with this agreement.

Please Note: This Statement must be completed and signed by an individual with management authority within the governmental agency claiming nonbillable status.

Signature

Printed Name and Title

Governmental Organization

Address & Phone Number

Date

*If you have any questions regarding your responses, please contact:
Maine State Bureau of Identification
(207) 624- 7240 (voice) or
(207) 287-3659 (TDD).
For technical assistance,
e-mail: info@informe.org, or
phone: (207) 621-2600.*