

## ELECTRONIC LIEN AND TITLE PROGRAM AGREEMENT

APPLICANT	
BUSINESS FULL LEGAL NAME	DOING BUSINESS AS NAME
PRESIDENT, CEO or AUTHORIZED SIGNATURE	
CONTACT PERSON NAME	TITLE
EMAIL ADDRESS (NO ENCRYPTED EMAILS)	PHONE NUMBER
BUSINESS PHYSICAL ADDRESS (NO PO BOXES ACCEPTED)	CITY, STATE, ZIP
BUSINESS MAILING ADDRESS (PO BOXES ACCEPTED)	CITY, STATE, ZIP

1. This Agreement is between the Virginia Department of Motor Vehicles (“DMV”) and the above referenced business, its parent and their affiliated companies (hereinafter, “Applicant”).
  
2. The purpose of this Agreement is to establish parameters for the use of DMV’s Electronic Lien Process (“the ELP”) by Applicant and DMV, whereby DMV will notify the Applicant electronically of the recording of a lien in favor of Applicant, thus avoiding the issuance of a paper title. The successful outcome of this process is of economic benefit to both parties; therefore, both parties agree to be bound by the terms and conditions set forth herein. Upon the execution of this Agreement by both parties, any oral understandings between the parties, which are not incorporated herein, shall be considered null and void.
  
3. Applicant understands that the ELP is not available for use by motor vehicle title lenders regulated under Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2 of the Code of Virginia or similar laws in another jurisdiction that require the lender to hold paper titles. Applicant hereby certifies that:
  - a. It is not a motor vehicle title lender operating in Virginia or any other jurisdiction that requires lenders to hold paper titles;
  - b. If it is a motor vehicle title lender operating outside of Virginia, the laws of the jurisdiction in which it is based allow it to participate in a paperless titling process; and
  - c. It will not use the ELP for any affiliated company that is a motor vehicle title lender ineligible to use ELP under this paragraph.

Use of the ELP in violation of this paragraph shall be grounds for immediate termination of this Agreement by DMV. Termination shall be effective upon the mailing or facsimile (FAX) transmission to Applicant of a written notice by DMV.
  
4. This Agreement shall become effective on the date of execution and shall continue in full force until modified, amended or terminated pursuant to the provisions of paragraphs three (3), six (6), seven (7), nine (9), or ten (10).
  
5. This Agreement includes all terms and conditions made between DMV and Applicant for this process, and except as otherwise provided in paragraph six (6) of this Agreement, any amendment or modification to this Agreement shall be in writing duly executed by each party’s authorized official, which shall become effective at a time mutually agreed upon by the parties.
  
6. Notwithstanding any provision of this Agreement to the contrary, this Agreement is subject to any restrictions, limitations or conditions enacted by the Virginia General Assembly, which may affect any or all terms or provisions of this Agreement in any manner. DMV will promptly advise Applicant in writing of any such actions taken by the Virginia General Assembly. Applicant agrees that said required written notice from DMV will constitute a modification or amendment to this Agreement and that the requirement for mutual agreement by both parties under paragraph five (5) shall not apply. Applicant may immediately terminate this Agreement should it determine that it cannot or will not comply with a modification or amendment to this Agreement under this provision.

7. Except as otherwise provided, this Agreement is subject to the right of either party to terminate the Agreement at any time without cause by giving the other party at least thirty (30) days prior written notice of such termination. Notice is effective from the date delivered to or, if served by mail, five (5) days from the date of mailing. Termination initiated by Applicant must be in writing and delivered to or sent to:

Commissioner  
Department of Motor Vehicles  
2300 West Broad Street  
Richmond, VA 23269

Termination initiated by DMV must be directed to Applicant at the above referenced address.

8. This Agreement is not assignable by Applicant, either in whole or in part, without the written consent of DMV.
9. Applicant agrees that this Agreement is subject to the Virginia Privacy Protection Act, Virginia Code § 46.2-208 et seq., and that all personal information and vehicle information, which would be considered privileged under Virginia Code § 46.2-208, contained in any title information forwarded to Applicant under this Agreement will not be released by Applicant to any individual or entity who would not otherwise have access to such information under § 46.2-208. Any release of such information by Applicant to any unauthorized individual or entity in violation of § 46.2-208, will result in DMV terminating this Agreement. DMV may terminate this Agreement for such unauthorized use or disclosure by written notice to Applicant, such notice to be effective upon mailing or facsimile (FAX) transmission by DMV. Applicant shall hold DMV harmless for any resulting damage or losses pursuant to paragraph nineteen (19) of this agreement. Notwithstanding the provisions of § 46.2-208, to conduct customer-initiated transactions through electronic means the Commissioner may provide a customer's personal, driver, or vehicle information relating to the operation or theft of a motor vehicle or to public safety to the following entities: (i) lending institutions; (ii) motor vehicle dealers; or (iii) third-party vendors that enter into contracts with the Department. The Commissioner may require such entities engaged in business with the Department to submit electronic filings using the third-party vendors that have contracts with the Department. Customer information obtained by such entities conducting customer-initiated transactions, including third-party vendors that enter into contracts with the Department, is subject to the restrictions upon use and dissemination imposed by (a) the federal Drivers Privacy Protection Act at 18 U.S.C. § 2721 et seq., (b) the Government Data Collection and Dissemination Practices Act (§ 2.2-3800 et seq.) and §§ 46.2-208 and 58.1-3, and (c) any rules, regulations, or guidelines adopted by the Department with regard to disclosure or dissemination of any information obtained from the Department.
10. Applicant agrees to contact DMV's Dealer Service Work Center at (804) 367-0901, option 2, immediately upon discovering that DMV has sent to Applicant, by electronic or any other means, data or ELP records intended to be sent to another entity. DMV may terminate this Agreement for failure to immediately report such errors to DMV by written notice to Applicant, such notice to be effective upon mailing or facsimile (FAX) transmission by DMV.
11. The transmission of online file transfer to Applicant by DMV and to DMV by Applicant will be accomplished utilizing electronic folders.
12. Applicant may use the electronic folder to complete the following transactions:
- Issue a release from ELP lien holder instructing DMV to mail title to the registered owner.
  - Request a paper title.
  - Send error messages.
  - Notify DMV of the registered owner's change of address.
  - Request a paper title be printed and mailed to a non-owner address as specified by Applicant.
13. Applicant shall be responsible for all costs incurred by Applicant to participate in the ELP.
14. Each DMV business day, after the close of business, DMV will produce and send electronically to Applicant data consisting of lien notifications entered onto DMV customer record files that same day. In response, Applicant will match lien notifications to its files and send electronically an acknowledgment of the lien notification from Applicant's ELP file, as well as any corrections or changes made to existing records on Applicant's ELP file.

15. For a fee, DMV can convert existing paper titles with liens held by Applicant to electronic titles. Applicant must submit a written request to DMV. Applicant agrees to destroy the paper title documents upon electronic notification from DMV that the titles and liens have been converted to electronic records.
16. Until the Certificate of Title is printed on secured paper by DMV at the request of the Applicant, all title certificate content, as currently required by Virginia Code § 46.2-604, will be transferred by DMV to Applicant's electronic folder. This transfer of information will be considered by the parties to be a delivery of an electronic title. Applicant shall retain the title information and may configure that information or any other information held by Applicant about the lien holder in any electronic format as Applicant may deem appropriate to fit within its system.
17. Upon satisfaction of a lien, Applicant shall authorize DMV to release the Certificate of Title to the registered owner. DMV will mail the Certificate of Title, printed on secured paper, to the address on DMV's record for the owner or to another address designated by Applicant. Applicant shall hold DMV harmless for any resulting damage or loss due to Applicant's failure to notify DMV to mail the Certificate of Title to an address other than that of the registered owner.
18. If DMV decides to terminate the ELP as a program, all ELP records of ownership shall have a paper title produced and delivered or mailed to Applicant at no cost to Applicant.
19. Applicant agrees to indemnify and hold harmless the DMV and its officers, agents and employees from any and all claims, actions, damages or losses which may be brought or alleged against the DMV, its officers, agents or employees, for unauthorized disclosure of information, errors or omissions, or delays, or from equipment, software or communication failures which result solely from the actions of Applicant under this agreement.
20. If Applicant will be using a service bureau or software provider (individually or collectively, "Provider") for the performance of this Agreement, then Applicant agrees to assume full responsibility and liability for the action of the Provider pursuant to this Agreement. Further, Applicant agrees to enter into an agreement with any Provider in which the Provider will agree to be bound by the terms of this agreement, including but not limited to the provisions of paragraph eight (8) of this agreement.
21. The laws of the Commonwealth of Virginia shall govern this Agreement. Any litigation arising under or concerning this Agreement shall be brought in a court of competent jurisdiction of the Commonwealth of Virginia. Should a court of competent jurisdiction find any clause or provision of this Agreement unenforceable, that clause or provision shall be struck from the Agreement or may be modified as the court sees fit, in a manner that allows other clauses or provisions in the Agreement to remain in full force and effect.
22. Each party is signing this agreement on the date stated beneath that party's signature. A responsible officer of each party has read and understands the contents of this Agreement and is empowered and duly authorized on behalf of that party to execute it.

PRESIDENT/CEO OR AUTHORIZED REPRESENTATIVE NAME (Printed)	TITLE	
PRESIDENT/CEO OR AUTHORIZED REPRESENTATIVE SIGNATURE	DATE (mm/dd/yyyy)	
DMV AUTHORIZED REPRESENTATIVE NAME (Printed) Gerald F. Lackey, Commissioner	DMV AUTHORIZED REPRESENTATIVE SIGNATURE	DATE (mm/dd/yyyy)