



South Carolina Department of Motor Vehicles

Application for Member Services

AD-900C
(Rev: 04/2023)

This form is for applicants to apply for online access to Member Services. The South Carolina Department of Motor Vehicle's (SCDMV) Member Services is an official South Carolina government data system available for authorized use only. Access to this system and data shall be in accordance with all state and federal applicable laws, regulations, and policies, including, but not limited to the Driver's Privacy Protection Act (18 USC §2721 et seq.). The SCDMV reserves the right to deny or terminate access to Member Services at any time with or without notice. This application must be completed in its entirety.

Administrator Information

(Individual who oversees the account)

Law Enforcement

☐

Coroner

☐

Agency/Organization/Business: _____

Street Address

City

Zip Code

ORI Number (law enforcement only)

Work Phone Number

Work Email

Administrator's Name

Title

Administrator's Signature: _____

Applicant Information

(Each applicant must complete and sign an application form.)

Last Name

First Name

Middle Name

Title and Division/Unit/Branch/Department

Driver License #

Issuing State

Work Phone Number

Work Email

Personal/Cell Phone Number

Reason for Access

Initial each statement below to acknowledge your understanding:

_____ 1. To the extent this application may be approved by the SCDMV, I understand that it will convert into a contractual agreement between me (User), my agency, and the SCDMV once it has been signed by me, my administrator, and I am granted access to SCDMV's Member Services functions. Further, any such contractual agreement shall remain in effect as long as I continue to obtain personal information from the SCDMV's records.

_____ 2. For purposes of this application and contract, acknowledge that the definitions of the term "personal information" vary in the laws cited below. As a summary for the purposes of this application and contract, the User and User's agency understands that the term "personal information" means information that identifies or describes an individual including, but not limited to: signature, social security number, date of birth, driver identification number, customer number, name, home address, home telephone number, height, weight, race, and other physical details.

_____ 3. I understand that access to online data requests and Member Services is for **official business use only**.



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4. I understand that federal law (18 USC, Chapter 123) defines permissible uses for obtaining driver and vehicle information. I understand that by signing below I am swearing, under penalty of perjury, that I am entitled to receive and use this information as permitted under the Driver's Privacy Protection Act of 1994 (hereinafter, "DPPA") for the reasons set forth in this application. Further, I understand that any violation of this law is punishable by a criminal fine of \$5,000 and civil damages not less than \$2,500 (per violation).

5. I understand that S.C. Code §30-2-50 specifically prohibits the use of personal information for commercial solicitation purposes when that personal information is obtained from a State Agency. Further, I understand that any violation of this law is punishable by a fine of \$500, one year of imprisonment, or both (per violation).

6. I certify that I and my agency, as evidenced by my administrator's signature, will comply with all applicable Federal and State statutes and regulations pertaining to personal information disseminated by the SCDMV which include but are not limited to: the DPPA; §607 of the Federal Fair Credit Reporting Act, Public Law No. 91-508; Title VI of the Consumer Credit Protection Act; S.C. Release of Licensing And Registration Information laws, S.C. Code §§56-3-510 through -540; the S.C. Freedom of Information Act S.C. Code §§30-4-160, et seq.; and the S.C. Family Privacy Protection Act (FPPA), S.C. Code §§30-2-10, et seq.

7. I acknowledge that if I misuse this information or give it to someone who uses it for an unauthorized purpose, I may be subject to federal criminal law (fine of up to \$5,000 per violation) as well as a civil lawsuit for actual damages (not less than \$2,500), punitive damages, and attorneys' fees and costs.

8. Except as provided for in this agreement, I certify that SCDMV information will not be shared with, sold, given, transferred, or otherwise made available to any other person, firm, corporation, or government agency unless expressly agreed to by the Department in writing. Law enforcement and coroners are given express permission to share SCDMV records with prosecutors and courts as needed to complete their official duties. [Express agreements allowing any disbursement of records must be negotiated with the Department and, if agreed to, will then be incorporated herein as an Attachment hereto.]

9. In the event that User or User's agency sells, resells, or otherwise, re-discloses personal information obtained from the SCDMV pursuant to an express agreement under paragraph 8, above, User or User's agency shall maintain a record of such disclosure for a period of five years from the date of the disclosure. See DPPA §2721(c). This record shall include, at a minimum: 1) the personal information disclosed, 2) the name and address of the party to whom the personal information was disclosed, 3) the DPPA exemption granting legal authority for such disclosure to the party to whom the personal information was disclosed, 4) the date the disclosure took place, and 5) any fees that were charged for the disclosure. The User and User's agency further agrees that, in case any claim or litigation arises out of the disclosure of such information by the User, User's agency, or anyone to whom the User has disclosed such information, the User's personnel will assist the SCDMV in defense of the claim or litigation.

10. If User or User's agency has any reason to believe that SCDMV data has been accessed, disclosed, acquired without proper authorization or that SCDMV data has been in any way compromised, User will alert the SCDMV immediately via e-mail to: procurement@dmv.sc.gov



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11. User and User's agency agree to provide and document security awareness training for all employees/personnel with access to SCDMV data. As a minimum, this training must emphasize the importance of protecting customer private information to include personally identifiable information (PII) against unauthorized disclosure. Training must also stress protecting passwords and accounts providing access to the SCDMV data. Emphasis will be placed upon the use of strong, non-dictionary passwords containing a combination of at least eight upper and lowercase letters, at least one special character, and at least one number. Emphasis must be placed upon not sharing passwords.

12. The User and User's agency will grant reasonable access to the Department's auditors or other persons acting on the Department's behalf to inspect the above records. Such access will be at the User's facilities unless the User and the Department agree on another site.

13. User and User's agency understanding this application and contract are subject to change due to the issuance of court orders or changes in State and/or Federal laws, rules, and regulations governing access and use of the requested information. If court orders are issued or if the laws, rules, or regulations change such that the terms of this agreement cannot be fulfilled, the agreement will be automatically and immediately terminated.

14. The User and User's agency will not misuse or allow the misuse of the information in violation of any provision of law. If the SCDMV determines to its own satisfaction that the User or User's agency has either misused or allowed the misuse of the information, the SCDMV may, in addition to other penalties provided by law:

- 1) Terminate this agreement immediately
- 2) Require the return of all files and media containing information provided by the Department
- 3) Require that the User delete any electronic files containing information provided by the Department.
- 4) Hold the User responsible for any damages arising from the misuse of the information
- 5) Make publicly available the evidence of information misuse, and
- 6) Take any other actions that the Department deems appropriate to protect the interests of the Department and the citizens of the State.

15. Except as otherwise provided for herein, this contract may be terminated by either party with not less than thirty days written notice to the other unless a shorter time is agreed upon by mutual consent.

16. The User certifies that the User has caused this agreement to be signed by a duly authorized senior management level representative or agent of User's agency, thereby binding the User, its personnel, its agents, its representatives, and User's agency to the conditions stated in this agreement.

17. For purposes of notice under this agreement, the notice address for the User and User's agency is the address set forth under Administrator Information on page 1 of this application and/or contract.

18. For purposes of notice under this agreement, the notice address for the SCDMV is:

South Carolina Department of Motor Vehicles
Attention: Executive Director
Post Office Box 1498
Blythewood, South Carolina 29016
Telephone: 803-896-8924
Facsimile: 803-896-8926



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19. I understand that the SCDMV reserves the right to take steps necessary to ensure the integrity of the federally protected customer information by restricting access, requiring additional documentation to ensure lawful use, or terminating my access to Member Services at any time with or without notice.

20. In accordance with the signed agreement between the SCDMV and your department, the following actions by all account holders are strictly prohibited: Sharing usernames and passwords, accessing your own records or those belonging to family members, randomly searching customer records without a specific investigative reason to do so (a record has been provided for training and/or testing purposes). Violations of this agreement may be subject to the SCDMV disabling your access or criminal prosecution.

For Law Enforcement and Coroners, which of the below DPPA (18 USC §2721) exemptions applies to your use of the SCDMV's records? (Select all that apply)

___ 18 USC §2721(b)(1), first half, which states "For use by any government agency, including any court or law enforcement agency, in carrying out its functions."

User must provide specific information about its intended use of the various data fields being requested, to show that the data is needed to carry out the agency's functions and cannot be reasonably obtained through other means.

___ 18 USC §2721(b)(4), which states "For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court."

Applicant's Signature: _____

Agency Head: _____

(Signature required only for DMV Administrative Access)

For Law Enforcement requests, submit application to SLED itworkrequest@sled.sc.gov.

For Coroner requests, submit application to Internal Affairs InternalAffairs@dmv.sc.gov.

AGENCY USE ONLY

Approved By: _____

Username: _____

Received ☐ Entered ☐ Emailed ☐ Issued ☐



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