

BECOMING A BATCH TRAFFIC ABSTRACT AND MONITORING CUSTOMER

In order to access Hawaii Traffic Abstracts via the online service (called Kalaiwa) you must send the required documentation to become a customer of the Hawaii Information Consortium, LLC. (eHawaii.gov).

Documentation requirements:

Each prospective customer is required to submit the following documents and materials before they are able to start sending requests:

- 1) Official request to access the online traffic abstract application from on company letterhead signed by an officer of your company and a Certificate of Good Standing from the state in which your company is incorporated.
- 2) Completed Hawaii Information Consortium Subscription Agreement can be found at <http://portal.ehawaii.gov/subscriber-services.html> or download it directly at http://portal.ehawaii.gov/docs/subscriber_agreement-fillable.pdf with an initial payment of \$75.
- 3) Request form to purchase Judiciary batch traffic abstracts online (Included in this document).

*Once all documents are submitted to HIC. HIC will contact you when your application is approved.

PROCESS FOR ACCESSING BATCH TRAFFIC ABSTRACTS

Process:

Listed below is the step-by-step process of a typical batch file traffic request. Complete user documentation will be provided upon approval of your status as a new abstract customer.

- 1) Log into the Hawaii Information Consortium (HIC) web site.
- 2) Submit request(s):
 - a. Using the web form for single requests, or
 - b. Using the upload form for multiple requests. (Note: Files must comply with HIC's xml format)
- 3) Responses will be posted on a server for retrieval.
- 4) You will be billed via ACH or Subscriber Account \$23.00 per abstract.
- 5) You may download the resulting xml response via the web interface.
- 6) All data retrieved is for a single use only. The data may not be resold multiple times.

* Driver Monitoring (history lookup) service is available to all abstract customers at \$0.15/month/driver. A full abstract is ordered automatically upon Judgement to State disposition is found within the look up period.

REQUEST TO PURCHASE BATCH TRAFFIC ABSTRACTS

Please complete:

Business Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Federal Employer Identification Number (FEIN): _____

Estimated Number of Abstracts Requested Per Month: _____

Financial Institution Account Number: _____

Financial Institution Routing Number: _____

Financial Institution Name: _____

Technical Contact Name: _____

Technical Phone Number: _____

Technical E-Mail Address: _____

Do you presently request traffic abstract records electronically with other states? Yes / No

If yes, what states: _____

Contact email addresses and names:

Other comments: _____

INFORMATION USE AGREEMENT FOR ACCESS TO DRIVER INFORMATION

This Agreement is made and entered into on this ____ day of _____, _____ between _____, referred to as User, and Hawaii information Consortium, LLC, referred to as HIC.

The parties agree as follows:

User is a Service Provider (Resale Customer) and shall be provided with the information as requested and specified in this Agreement and Addendum thereto, subject to the terms and conditions set forth in this Agreement and the Addendum pertaining to Special Information Use and Procedures, which is hereby incorporated by reference.

User requests the following types of information via on-line access:

Driver Information (abstracts) that relates to a driver's license status and driver activity

1. DEFINITIONS

The parties agree that the following terms shall, for purposes of this Agreement, have the meanings as set forth hereunder:

"End User" means any entity that is provided by User information from Judiciary records, which at some point in time was provided to User pursuant to this Agreement, or any information derived therefrom. By definition, End Users shall be prohibited from disclosing or disseminating information originating from Judiciary records or any information derived therefrom.

"Misuse" means any use not authorized by this Agreement or any Addendum to this Agreement, or any use that is not authorized under state or federal law or regulation.

"Service Provider (Resale Customer)" means User, who does not use the information contained in Judiciary Official Records, but sells or transfers that information to End Users.

"Third party" means any entity, which is not a wholly owned subsidiary of _____.

"User" means _____, its wholly-owned subsidiaries, officers, directors, employees, and agents.

2. USER OF INFORMATION AND COMPLIANCE WITH LAW

User certifies that, pursuant to all federal and state laws, rules and regulations. User and/or its customers are entitled to the use of the above requested information recorded in the files of the Judiciary.

User agrees that it shall only provide information in accordance with this Agreement, or information derived therefrom, to End Users who will use the information for no reasons other than the reasons specified in the Addendum to this Agreement and who agree to abide by the relevant requirements set forth in this Agreement pertaining to information use, disclosure and dissemination.

User agrees to comply with all federal and state statutes and regulations pertaining to the use and/or dissemination of personal information contained in the records of the Judiciary for any personal information disseminated by HIC on behalf of the Judiciary. User further agrees and certifies that the

information furnished or derived from the Judiciary record(s) shall be used for no purpose other than the purpose for which it was furnished. User certifies that the information shall be used only for the purposes of insurance underwriting and claims, employment, and other approved uses specified in an Addendum to this Agreement, which does not include information related to driver monitoring, and User covenants that the information shared, as contemplated by this Agreement, is for resale by User and that User will not permit the information to be utilized by any other person, firm, corporation, or government agency unless expressly specified in an Addendum to this Agreement. User agrees that the Judiciary shall retain all ownership rights to the information provided pursuant to this Agreement or derived therefrom. User agrees that it shall not combine information or data provided pursuant to this Agreement or derived therefrom, nor store any information or data provided pursuant to this Agreement or derived therefrom in any data base, which would enable combination of such information, with any other information or data created by User, obtained from the Judiciary for another purpose, or obtained from another source for any purpose.

User further agrees that, when obtaining a Record from the Judiciary, User shall use that Record one time only, except as set forth below, for one purpose, and it shall not supply that Record to more than one customer. To safeguard the security of such Records obtained from the Judiciary, User certifies that it will not retain any Records obtained pursuant to this agreement, except that the User may retain copies of Records (1) to comply with retention requirements imposed by applicable laws; (2) for not more than 45 days solely for the purpose of multiple presentations to agents within the same carrier if, and only if, such Records will be used for the same purpose as was the first copy of said Record; and (3) for consumer disclosure purposes, in the instance of an adverse decision based on those Records, for no more than 120 days following each respective Record request.

3. MISUSE OF INFORMATION: CONSEQUENCES

Should User and/or one or more of its End Users fail to comply with the requirements pertaining to use and dissemination of information as set forth in this agreement or should User and/or one or more of its End Users unintentionally or otherwise misuse or allow the misuse of the information in any way, then HIC may: 1) terminate this agreement and require User to return all files and media containing Judiciary provided information or information derived therefrom to HIC; 2) hold User responsible for any damages resulting directly or indirectly from the failure to comply with the requirements pertaining to use and dissemination of information as set forth in this Agreement or by the misuse of State of Hawaii property, citizen-related information or personal information; and 3) pursue any other remedies against User permissible by law.

User agrees that if it learns that it, one of its End Users, or any other third party who gains access to records provided by the Judiciary to HIC has misused or may misuse that information, User will notify HIC within 24 hours of learning of the misuse or potential misuse.

User further agrees and certifies that in the event the disclosure or use of any information provided pursuant to this Agreement, or derived therefrom, directly or indirectly leads to or results in any claim or litigation, User will hold HIC and the Judiciary harmless and indemnify HIC and the Judiciary from any resulting liability, provided that HIC promptly notifies User of any such claim or litigation and affords User the opportunity to defend or settle the same using counsel of User's choice. User understands and agrees that the defense or settlement of any such suit must be agreed to by and coordinated with the Hawaii Office of the Attorney General on behalf of the Judiciary.

User recognizes that User may be liable for criminal fines and imprisonment as well as actual and punitive damages and attorneys fees in the event of misuse or unlawful use or dissemination or disclosure of data obtained pursuant to this agreement by User or by third parties where such data is supplied by User to the third party. Those penalties include punishment by a criminal fine, as well as civil damages, including actual and punitive damages and reasonable attorneys fees.

User agrees to indemnify the Judiciary and HIC for any fines and damages for which the Judiciary and/or HIC are liable as a result of misuse or unlawful use, dissemination or disclosure by User or any customer or third party supplied directly or indirectly by User with data or information obtained pursuant to

this Agreement User also agrees to pay all litigation costs, including attorneys fees, resulting from a claim against the Judiciary or HIC based on or arising out of any misuse or unlawful use or dissemination or disclosures of the Judiciary records, data, or information derived therefrom by User or any customer, or any other third party to whom User released information, directly or indirectly, provided that HIC promptly notifies User of any such claim or litigation and affords User the opportunity to defend or settle the same using counsel of User's choice. User understands and agrees that the defense or settlement of any such suit must be agreed to by and coordinated with the Hawaii Office of the Attorney General on behalf of the Judiciary.

Further, User agrees that it will not present, and will further prohibit its End Users from presenting information or data obtained from the Judiciary pursuant to this Agreement and/or derived therefrom that would lead a reasonable person to believe that User or its End User(s) is (are) in any way affiliated with the Judiciary or the State of Hawaii. Among other things, the use of the Seal of the State of Hawaii or any copyrighted material owned by the State of Hawaii is prohibited.

This Agreement is subject to modification based on changes in state and federal laws, rules, and regulations governing access to and use of the requested information. User is required to ensure that it complies with all applicable federal and state laws, rules and regulations, as may be amended from time to time, pertaining to any and all data or information provided pursuant to this Agreement, and/or derived therefrom. Failure of HIC or the Judiciary to notify User of a change in any applicable law, rule, or regulation shall not relieve User of its responsibility, contractual or otherwise, to comply with such laws, rules and/or regulations, nor shall it relieve User of its duty to indemnify the Judiciary and/or HIC for any liability incurred as a result of misuse or unlawful use, dissemination or disclosure by User or any customer or third party supplied with such data or information, directly or indirectly by User.

4. **RECORDKEEPING, REPORTING REQUIREMENTS AND INSPECTION/AUDIT**

User agrees to maintain records as required by, and in accordance with, all applicable federal and state laws, rules and regulations, as well as those records as may be required by HIC and/or the Judiciary from time to time.

User agrees that it will maintain with HIC an updated information use application that specifies:

- (i) the type of information User will request;
- (ii) the stated purposes for the requested information;
- (iii) all End Users of User that will be provided access to data and information from the Judiciary records and/or to information derived therefrom or to whom such information is supplied, directly or indirectly, and their stated purpose for the requested information;
- (iv) on-line computer access;
- (v) billing information;
- (vi) a plan outlining User's information security;
- (vii) validation of User need;
- (viii) list of User's staff authorized to access Judiciary records; and
- (ix) a certification that the information provided is correct.

User is subject to reasonable inspection and/or audit by the Judiciary and/or HIC or their agents to ensure compliance by User and its End Users, with the terms and provisions contained in this Agreement. User shall bear all costs of inspection or audit incurred by the Judiciary and/or HIC.

User agrees to comply with the HIC's audit procedures and provide documentation requested by HIC.. User will have 45 days to provide required records to HIC.

User agrees to retain all records required by this Agreement for a minimum of 3 years unless a longer time period is required by this Agreement or applicable state or federal law.

6. TERM AND TERMINATION

This Agreement shall be effective for a period of 24 months beginning on _____ and ending on _____ and will convert to a Month-to-Month agreement automatically after the end date, unless terminated for misuse or changes in law, or for non-compliance with the terms of this Agreement, or by written notice as provided below.

- a) **Misuse:** HIC may immediately terminate this Agreement and/or deny User's access to the Judiciary's records, at the discretion of the Judiciary or HIC, upon suspected or actual misuse of information provided to User pursuant to this Agreement or derived therefrom, by User or any End User or third party supplied with information directly or indirectly by User.
- b) **Changes in Law:** This Agreement is subject to immediate termination by the Judiciary or HIC upon passage, or interpretation by a court of competent jurisdiction, of any state of federal law or regulation that makes this Agreement or any provision contained herein unlawful, or any law or regulation that would require the Judiciary to, as a result of users authorized by this Agreement, obtain express written consent of the person to whom such information pertains.
- c) **Non-compliance with the Terms of this Agreement:** HIC may immediately terminate this Agreement and/or deny User's access to the Judiciary's records, at the discretion of the Judiciary or HIC, upon suspected or actual non-compliance by User with the terms of this Agreement or suspected or actual non-compliance by User's End Users with the terms of their respective Agreements.
- d) **Written Notice:** This Agreement may be terminated by either party at any time for any reason upon thirty (30) days written notice to the other party. Notice shall be deemed given on the date delivered to the other party, or, if sent by mail, five (5) days from the date of mailing as indicated by the postal mark on the item.

7. GOVERNING LAW; VENUE; SEVERABILITY; ENTIRE AGREEMENT

The laws of the State of Hawaii shall govern this Agreement. Any litigation arising under or concerning this Agreement shall be brought in a court of competent jurisdiction of the State of Hawaii. 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.

This Agreement represents the entire Agreement between the parties and supercedes all other Agreements regarding the subject matter herein between the parties or between the Judiciary and User. The parties may modify this Agreement at any time by an addendum to this Agreement or another written agreement signed by authorized representatives of the parties.

User further certifies that a duly authorized representative or agent of User has signed this Agreement, thereby binding User's authorized personnel and representatives to the conditions stated in this Agreement.

By their signatures below, the parties have indicated their approval of the terms of this Agreement.

USER IDENTIFICATION
User
Taxpayer Identification Number
Address (Street or P.O. Box)

SIGNATURES
User (Authorized Representative)
Date
HIC (Authorized Representative)

City, State, Zip Code
Telephone Number ()

Date
Telephone Number ()

OTHER AUTHORIZED USERS

Names of authorized users (include individual subscriber users or indicate “All Subscriber Users”):

APPENDIX A: TECHNICAL REQUIREMENTS FOR CUSTOMERS TO DO BATCH TRAFFIC ABSTRACTS

Network Issues:

- Customer must connect to HIC's secure web server <https://traffic.ehawaii.gov>.
- Customer must submit requests either in XML format or via the web form provided.
- Customer must process XML responses for abstract data.

Financial Information Issues:

- Customer must provide banking information for ACH processing of requests.¹

File Format Issues:

- XML request file format must be well-formed and comply with request DTD/Schema.
- XML response format will be will-formed and comply with the response DTD/Schema.

¹ Exceptions to this will be handled on a case-by-case basis