

# ETR AGREEMENT

To get started and have an account set up,  
Please complete the following agreement and submit by:

Fax:

770-745-9655

Scan & Email to:

[etr@giada.org](mailto:etr@giada.org)

If you have any questions or would like  
additional information or assistance, please call  
the GIADA office at 770-745-9650



## TITLETEC PRICING SCHEDULE

### Georgia Services Fee Schedule (GIADA)

Product ID	Description	Monthly Fee	Transaction Fee
<b>TitleTec ETR Fees</b>			
2101	TitleTec(ETR) Electronic Title/Reg Processing		
2105	TitleTec Temporary Operating Permit ("TOP")		
2010	DMS Integration		
2107	TitleTec Inquiry		
2109	TitleTec Full Quality Assurance (Optional)		
2106	TitleTec Duplicate (ETR) Title Fee		
2110	Enhanced QA & Deal Finalization		

Department of Revenue ("DOR") *		Transaction Fee
	DOR (ETR) Electronic Title/Reg Processing	\$ 5.00
	DOR Inquiry Fee	\$ .50
	DOR Temporary Operating Permit ("TOP") Inquiry	\$ .50
	DOR TOP Issuance	\$ 2.00
	DOR Document Error (Correction Required by DOR after date of finalization of a transaction)	\$ 15.00
	DOR Late Image Fee (if images of <u>application documents</u> not submitted to the DOR within 15 days of the date of finalization of transaction)	\$ 5.00
	DOR Late Image Fee (if images of <u>affidavit of address change</u> not submitted to the DOR within 15 days of the date of finalization of transaction)	\$ 5.00
	DOR Late Image Fee (if images of <u>application documents</u> not submitted to the DOR within 45 days of the date of finalization of transaction)	\$100.00
	DOR Late Image Fee (if images of <u>affidavit of address change</u> not submitted to the DOR within 45 days of the date of finalization of transaction)	\$100.00

#### Agreement Term

Dealer may terminate the agreement with 30 days' prior written notice at any time with no penalty.

#### \* DOR Fees

Department of Revenue Fees are fees charged to Customer on behalf of the DOR as a pass along fee. Pursuant to changes in DOR regulations, as may be amended from time to time, the above DOR fees are subject to change at any time without notice by TitleTec. New fees by DOR, which may also be passed along to Customer may be added by the DOR at any time without notice by TitleTec.

Dealership Name (Customer): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Title Technologies, Inc**  
**Title & Registration Automated System**  
 TitleTec Enrollment Form and Authorization Agreement for Electronic Debit of Fees and Taxes

By signing this form, I authorize Title Technologies, Inc (hereinafter "TitleTec") to initiate t21 (Title Automation) electronic debit entries from a checking or savings account indicated below at the financial institution identified below. I understand that payments for fees and taxes **shall** be deducted from the account by TitleTec, and **only from the one bank account indicated**. In the event of overpayment/underpayment to TitleTec from the bank account, I authorize TitleTec to make an adjusting debit entry to the account up to the amount of the overpayment of underpayment. I may request to revoke or cancel this enrollment and authorization by providing written notification to TitleTec. Termination will be effective **only** after access to ALL of the t21 websites has been terminated and all fees and taxes authorized through t21 have been fully paid. **Any change** to the bank account or to a new financial institution will require a new TITLETEC ENROLLMENT FORM AND AUTHORIZATION AGREEMENT. I understand that failure to notify TitleTec of any account change could result in privileges to t21 being revoked without notice and possibly I could incur additional penalties for the delay in the collection for any fees and taxes due the County.

Return completed form to the following address along with a **voided check from the account** to be debited:

Title Technologies, Inc Attn: ACH Department 14850 Montfort Drive, Suite 190 Dallas, TX 75254	<b>The following company IDs MUST be open in your ACH filter (fraud protection) if you have an ACH filter activated on your account</b>  ● <b>6203280988</b>
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**SECTION 1 - Dealer Identification Number (EIN) (TO BE COMPLETED BY THE PAYOR)**

Employer Identification Number (EIN)	OR	Social Security Number (SSN)								
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>								
For Businesses: Enter the EIN as reported to the State Comptroller's Office on <b>Form W-9</b>		For Individuals: Enter the SSN as reported to the State Comptroller's office on <b>Form W-9</b>								

**SECTION 2 - Dealer Information (TO BE COMPLETED BY THE PAYOR)**

<b>Please print or type</b>	Name of Payor as Shown on the Bank Account	Contract Person Name
	Business Name, if Different From Above	Contact Signature
	Address (No. & Street & Apt No. or PO Box No & Suite No)	Contact Telephone No. (Include Area Code)
	City, State and Zip Code	Date
	Depositor Account Number (Up to Seventeen (17) positions)	
	Transit Code	22 - Checking Account      32 - Savings Account

**SECTION 3 - Financial Institution Information (TO BE COMPLETED BY THE PAYOR)**

Financial Institution Name and Address	Bank ABA Number (Nine Positions)		
	Account Title		
<b>Certification:</b> I confirm that for the above named Dealer that I have entered the information contained herein. As a representative of the above named Dealer, I certify that the information provided to Title Technologies, Inc is true and correct.			
Print or Type Representative's Name	Signature of Representative	Telephone (Inc Area Code)	Date



TITLE AUTOMATION

Memorandum of Understanding with Title Technologies, Inc. d/b/a TitleTec, Inc.

Dear \_\_\_\_\_,

This memorandum of Understanding (this "MOU") is to set forth a few general terms of the relationship between **Title Technologies, Inc.**, a Delaware corporation, doing business in the State of Georgia as **TitleTec** ("TitleTec") and its assignees and the person(s) and the Dealership entity shown in the spaces provided for signature below on behalf of the Dealership, (referred to as the "Licensee") regarding TitleTec's intellectual property and TitleTec's license of the same to the Licensee.

TitleTec is granting the Dealership a non-exclusive and non-transferable license to use TitleTec's t21 software (the "Software") at a certain designated location. The Licensee may not copy the Software or any hard copies of documents related to the Software except as instructed by TitleTec. Any Software provided to the Licensee in machine readable form may not be copied by the Licensee in whole or in part, except for the Licensee's backup or archive purposes. The Licensee will not modify, reverse engineer, disassemble or decompile the Software or any portion thereof or allow any of its employees or agents to do the same.

Access is governed through a variety of security measures and TitleTec intends Licensee's use of the Software pursuant to this MOU to be in compliance with, *16 C.F.R Part 314*, commonly referred to as the Federal Trade Commission Safe-guard Rules.

The Licensee hereby acknowledges that all Software modifications shall be the sole property of TitleTec. The Licensee further acknowledges that all copies of the Software in any form provided by TitleTec or made by the Licensee are the sole property of TitleTec, its successors or assigns and/or its suppliers.

The Licensee also hereby acknowledges and agrees that the Software and any documents related thereto constitute and contain valuable proprietary products and trade secrets of TitleTec and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, the Licensee agrees to secure and protect (and take precautions to ensure that its employees treat) the Software and any documents related thereto as proprietary and confidential. The Licensee's obligations as set forth in this MOU will survive the termination of this MOU or of any license granted under this MOU for whatever reason. The Licensee also hereby agrees: (1) that it shall limit access to any Authorized User Terminal to Authorized Users approved by the State of Georgia and trained by TitleTec; (2) no Authorized User Terminal may be left unattended, even briefly, while logged on to the Software system; (3) no Authorized User Terminal (including any monitor, printer, printout or other form or display or duplication of information derived from TitleTec or the Software or provided pursuant to this MOU) may be placed or positioned so that it may be seen by anyone not an Authorized User; and (4) any printed copy of vehicle record as collected and maintained by TitleTec or the State of Georgia pursuant to applicable law, with respect to a motor vehicle, including identification, ownership, and any liens or other encumbrances pertinent to such vehicles and obtained through this Agreement will be destroyed as soon as its legitimate use has ended. For purposes of this MOU, "Authorized User" shall mean an employee or principal of Licensee who is authorized, pursuant to procedures adopted by TitleTec and the State of Georgia, to access vehicle records or file vehicle record information electronically. For purposes of this MOU, "Authorized User Terminal" shall mean any computer terminal, monitor, and/or any related peripheral device used by an Authorized User to view, print, retrieve, store, transmit or otherwise access or manipulate information pursuant to this MOU. Licensee hereby acknowledges that a breach of this MOU will cause TitleTec and any applicable third parties irreparable injury and damage and that TitleTec and any applicable third parties will have the right to enjoin such a breach or obtain any other equitable relief, without the requirement of a bond or security of any nature, in addition to any other rights or remedies available to TitleTec or the applicable third parties at law or in equity. Again, the Licensee's obligations under this MOU will remain in full force and effect after the termination of this MOU.

Dealer Initial: \_\_\_\_\_ Page: 3



The Licensee shall indemnify and hold TitleTec harmless, together with TitleTec’s officers, agents and employees, from and against any claims, demands, or causes of action whatsoever arising on account of Licensee’s modification, misapplication, enhancement of the Software or otherwise, or caused by, arising out of or resulting from the use of the Software by Licensee, its subsidiaries or their officers, employees, agents or representatives. TitleTec does not represent or warrant that errors in the software or documentation will not occur; and TitleTec’s sole obligation in such event is to take reasonable steps to correct such errors. TitleTec’s sole obligation in such event will be to provide corrected Software or corrected documentation or data resulting from such errors. TitleTec will make a reasonable effort to have the Software available during normal operating hours. However, TitleTec cannot guarantee such availability and cannot be responsible in any manner for the availability of the Information Services. Accordingly, the sole liability of TitleTec to Licensee or any third party for claims arising out of the unavailability or interruption of the Software for any reason will be to use commercially reasonable efforts to make the Software available promptly. These are the sole remedies available to Licensee or any third party for claims relating to the matters covered by this paragraph regardless of the form in which the claim or action may be asserted, and TitleTec will not have any monetary or other liability as to any claim. The sole remedy that Licensee or any third party may have against TitleTec under this MOU or otherwise for any matters other than those covered in this Paragraph will be damages limited to the lesser of (i) the amount of the actual damages incurred by Licensee; and (ii) an amount equal to one months’ average fees paid by Licensee to TitleTec for the specific piece of the Software or Software application on which the claim is based. Such fees will be averaged based on the average of those fees for the 12 months preceding the month in which the damage or injury is alleged to have occurred.

The Licensee agrees to pay fees to TitleTec for the use of t21 per the TitleTec Pricing Schedule. Fees are subject to change on an annual basis. The annual basis will be calculated starting from the date of acknowledgement and agreement on this MOU. TitleTec will provide written notification 30 days prior to the date of any fee changes.

This MOU may be terminated by either party with 30 days written notice.

This MOU may be assigned by TitleTec to any of TitleTec’s successors, affiliates, or assigns without obtaining the consent of the Licensee. Licensee also hereby acknowledges that a breach of this MOU will cause TitleTec irreparable injury and damage and that TitleTec and any applicable third parties will have the right to enjoin such a breach or obtain any other equitable relief, without requirement of a bond or security of any nature, in addition to any other rights or remedies available to TitleTec or the applicable third parties at law or in equity.

If you are in agreement with the terms set forth above in this MOU, please acknowledge your understanding and agreement by signing in the space indicated below.

**Acknowledged & Agreed:**

\_\_\_\_\_

Dealership

\_\_\_\_\_

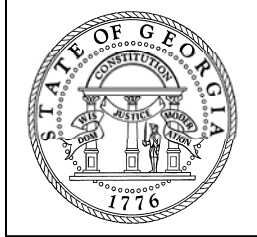
Authorized Signature

\_\_\_\_\_

Print Name / Title

\_\_\_\_\_

Date



**GEORGIA DEPARTMENT OF REVENUE  
1800 CENTURY BLVD.  
ATLANTA, GA 30345  
(404) 417-6649**

**INSTRUCTIONS: All Sections of this application must be completed by a Dealer before such Dealer can request or obtain motor vehicle information through a Georgia Department of Revenue ("Department") approved third party service bureau or software provider ("Licensee") for the purpose of providing access to motor vehicle records and processing applications for title and registrations.**

**SECTION A. APPLICANT INFORMATION**

\_\_\_\_\_  
Name of Individual (Last Name, First Name, Middle Initial) and Title

Dealer number Assigned \_\_\_\_\_

\_\_\_\_\_  
Dealer Name (Firm or Trade) , Partnership or Corporation Telephone Number

\_\_\_\_\_  
Dealer Contact Person E-mail Address: Telephone Number

\_\_\_\_\_  
Street Address (Physical Location): City State Zip Code

\_\_\_\_\_  
Mailing Address (If Different) City State Zip Code

\_\_\_\_\_  
List Franchise Trademarks sold or leased by dealer (if Used Motor Vehicle Dealer, provide Used Motor Vehicle Dealer License)

\_\_\_\_\_  
Describe how the record/personal information access will be used

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **SECTION B. AUTHORIZATION**

**Instructions: Please check**

- I request that the Licensee obtain motor vehicle records from the Department and authorize Licensee to make the records available to me for use in processing applications for title and registration of sold vehicles.

## **SECTION C. STATEMENT OF UNDERSTANDING, CERTIFICATION, AND RATIFICATION**

**Instructions: Please read the statement of understanding, certifications, and ratification, and sign.**

I understand that false or misleading information is cause for denial of an application and/or termination of any request for motor vehicle records. Accordingly, I authorize the Commissioner of Revenue, or the Commissioner's designee, to investigate any matter or statement contained in this request.

I understand that if this request is approved, I am required to enter into an agreement with the Licensee designating Licensee as my agent and attorney-in-fact for the purpose of this request.

I understand that the Licensee shall obtain motor vehicle records from the Department and make Records available for me to confirm ownership and security interest or lien information. All communications to the Department shall be through the Licensee.

**I certify under penalty of perjury that: 1) all information in this application has been read and understood; 2) all information completed in this application is true and correct; and 3) the willful and unauthorized disclosure of information obtained from any Department record may result in penalties imposed under Title 18 U.S.C. Section 2724 and/or any other applicable law.**

**I certify that I am requesting Georgia motor vehicle registration and title records for use ONLY in processing applications for title and registration, or verifying ownership and security interest or lien information pursuant to the Federal Driver's Privacy Protection Act (DPPA) and Georgia law.**

**I certify that I have read that certain Agreement By and Between the Georgia Department of Revenue and Licensee FOR THE USE OF CERTAIN MOTOR VEHICLE RECORDS FOR ELECTRONIC TITLE AND REGISTRATION ("Agreement"), and by signing below, do ratify and agree to be legally bound by the acts of the Licensee under that Agreement.**



**Signature(s) of Individual, Partners (All Required), Authorized Corporate Officer, or News Agent**

\_\_\_\_\_  
Signature DATE \_\_\_\_\_

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature DATE \_\_\_\_\_

\_\_\_\_\_  
Print

WITNESS:

\_\_\_\_\_  
Signature DATE \_\_\_\_\_

\_\_\_\_\_  
Print