



## **Data Access Agreement for Georgia Electronic Accident Reporting System (GEARS)**

This agreement concerns the conditions of use of data and documentation listed within this agreement. GEARS Data Access pertains to all methods of access to GEARS data, both via GEARS Web Portal and by Data Extracts provided directly by the Georgia Department of Transportation (GDOT) or LexisNexis Risk Solutions (LNRS).

By using the GEARS Web Portal/Data Extracts, you acknowledge that you have reviewed this agreement and agree to its terms and conditions. You agree to use the GEARS Web Portal/Data Extracts strictly in accordance with the terms and conditions set forth in this document knowing it may be amended from time to time. You also agree to be bound by any rules, procedures and conditions established by the GDOT concerning the use of the GEARS Web Portal/Data Extracts. You acknowledge that GDOT/LNRS may modify or discontinue the GEARS Web Portal/Data Extract services offered without any prior notice to you. In addition, GDOT/LNRS reserves the right to terminate your access to the GEARS Web Portal/Data Extracts or any portion thereof, in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to, the unauthorized use of your User ID and Password.

### **Access and Security**

You agree that you are responsible for the confidentiality and use of your User ID and Password. You agree to be responsible for all requests entered through the GEARS Web Portal via the use of your User ID and Password. You agree to promptly notify GDOT/LNRS if you (1) become aware of the theft or unauthorized use of your User ID and Password, (2) fail to receive requested information from the GEARS Web Portal.

### **Confidentiality**

You agree that while collision information is not confidential, the source in which it is delivered to you is confidential in nature and may not be shared with anyone unless permission is obtained from GDOT/LNRS.

### **Copyright**

Copies of collision report images are prohibited. Providing copies of any portion of this collision data, either for sale or free, is prohibited.

### **Terms and Conditions**

You agree that any information obtained via the GEARS Web Portal/Data Extracts will be used within the confines of your existing job functions. Information obtained via the GEARS Web Portal/Data Extracts will be used internally to your organization and will not be provided to the general public. You agree that any information obtained via the GEARS Web Portal/Data Extracts will not be sold.

User Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Supervisor Name and Email: \_\_\_\_\_

GDOT Authorized Signature: \_\_\_\_\_