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## Subscriber Service **Sign-up Packet**

**Description:** Search and obtain motor vehicle driver's license records on file with the Rhode Island Division of Motor Vehicles (DMV).

- To search for motor vehicle driver's license records your company must have an active RI.gov subscription account.
- RI.gov subscription provides up to 10 username and passwords to access the online system. \*

\* If you require more than 10 users, simply pay for an additional subscription for up to 10 more.

**Subscription Billing:** At the close of each month you will receive an invoice for all transactions obtained online for the current billing period based on the current fee schedule. You may pay this invoice by paper check or by automatic debit. The \$75 subscription fee will appear on your first invoice. The subscription fee will be billed annually.

### **Instructions:**

1. Complete the subscriber application and acceptable use policy forms included in this document.
2. Return the original subscriber agreement and the original acceptable use policy to RI.gov by postal mail: **RI.gov, One State Street, Suite 401, Providence, RI 02908.**
3. Please allow up to ten business days for review and approval. Once RI.gov receives your documents, we will forward the acceptable use policy to DMV for review. If this policy is approved, RI.gov will establish your subscription account.
4. When your account is set up, a confirmation email will be sent to the ***primary contact person*** listed in your subscriber agreement. The email will contain instructions on how to access the system and instruct you to call RI.gov for your login credentials.

### **In This Document:**

- Instructions
- Subscriber application form
- DMV Acceptable Use policy
- Current fee schedule

### **Please Note:**

If you already subscribe to another RI.gov online service you do not need to complete a new subscriber form Call 401-831-8099 x1 to have this service added to your subscriber account.



One State Street  
Suite 401  
Providence, RI 02908  
Phone: (401) 831-8099  
Fax: (401) 831-8095  
[www.ri.gov](http://www.ri.gov)

## Subscriber Application and Service Agreement

You must be a registered user to access certain e-Government services through RI.gov. Registration is offered on an annual basis, and also offers the benefit of a monthly account for invoicing and payment. The Subscriber service provides a convenience to those who perform multiple transactions, enables account holders to manage those transactions and pay using the holder's preferred billing method, and allows holders up to ten user names and passwords per account.

To register, read all the information carefully, complete and sign this agreement and return it to the address above. The annual RI.gov subscription fee is \$75.00 and is billed to your monthly account with your first month's invoice for usage. Thereafter, the annual renewal is \$75.00 and is billed to your monthly account automatically on the anniversary of your account creation.

Certain RI.gov e-Government services carry statutory and/or RI.gov transaction fees for use/access. Information on all fees is provided as an attachment to this Registration Agreement or on the associated Internet pages of RI.gov. For additional information please feel free to visit our subscriber page: <http://www.ri.gov/subscriber/>

There are restrictions on access and or use of certain records. You may be subject to penalties under law if you violate any of these restrictions. If you have any questions regarding information contained within this agreement, please contact RI.gov at (401) 831-8099.

## To Use RI.gov eGovernment Services As A Registered User

1. You will need a computer equipped with Internet access.
2. Complete this Application. Don't forget to list name(s) to be assigned to the account on page three. You may assign up to ten (10) names per account, but the account holder is responsible for all actions and charges that occur on the account. Email addresses for users are required. Complete any additional forms relevant to the services you select that are detailed in Section E.
3. Read, sign and return this Agreement. A faxed agreement (401-831-8095) must be followed up with a signed original. Upon receipt of a completed agreement, RI.gov will contact the primary contact with a set-up confirmation email. Once you have received your username(s) and password(s) you may begin using our services immediately. You will be billed on a monthly basis for your monthly account usage if applicable. If you wish to retain a fully executed original of this agreement, please mail two signed copies and we will return a fully executed copy back to you.

**Select One:**

New Application (All sections must be completed or application will be returned)

Change(s) to existing Account (Complete only those sections that are changing)

**Section A. Business Information**

1. Business Name		2. Business Telephone Number
3. DBA or Fictitious Name	4. Business Website	5. Business Fax Number
6. Primary Contact /Title (Individual Responsible for the Account)	7. Primary Contact E-mail Address	8. Primary Contact Telephone Number
9. Business Address (Physical Location Required. Please No PO Box Addresses)		
10. Mailing Address (If Different than Physical Location)		

**Section B. Business Identification**

1. Federal Employer ID # or State Tax ID #	2. State of Incorporation
4. Is your business a division or subsidiary of another company? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please provide name of that company)	

**Section C. Business Type**

1. Which best describes the account holder?  Business  Private Citizen  Government Agency

2. Categories: (If Marked ** please complete Section D.)	<input type="checkbox"/> Insurance Agent / Agency / Broker** <input type="checkbox"/> Insurance Company** <input type="checkbox"/> Lessor / Retailer <input type="checkbox"/> Lien Sales <input type="checkbox"/> Permitting Company <input type="checkbox"/> PI / Detective Agency** <input type="checkbox"/> Process Server**	<input type="checkbox"/> Rental Company <input type="checkbox"/> Trucking Company <input type="checkbox"/> Other: (Please Identify) <hr/>
<input type="checkbox"/> Attorney/Law Office** <input type="checkbox"/> Construction Company <input type="checkbox"/> Compliance Company <input type="checkbox"/> Dealer (Vehicle/Vessel)** <input type="checkbox"/> Financial Institution <input type="checkbox"/> Hospital / Clinic <input type="checkbox"/> Independent institution of Higher Education		

**\*\*Section D. Professional / Occupational License Information (Please provide information if indicated above)**

1. Name of Licensee	2. Type of Professional or Occupational License	
3. Issuing Authority Name	A. License Number	B. Exp. Date (Month/Year)

**Section E. Services**

Please check the service(s) you are subscribing to:

- |  |  |
|--|--|
| <input type="checkbox"/> Interactive Driver's License Records Search * | <input type="checkbox"/> Oversized/Overweight Trip Permits |
| <input type="checkbox"/> SI-1 Auto Lien Holder Registration            | <input type="checkbox"/> DMV Title Inquiry *               |
| <input type="checkbox"/> Liquor Transport Certification                | <input type="checkbox"/> Secretary of State (SOS) filings  |

\* Note: You must complete a Certificate of Acceptable Use and include it with your application. Call (401) 831-8099 ext 260 for details.

<b>Section F. Requested Information</b>
For what Business purpose will you use this service?
Is there a State Government service you would like to see available over the Internet?

<b>Section G. Billing Information</b>		
11. Billing Contact/Title (Individual Responsible for Accounts Payable)	12. Billing Contact Email Address	13. Billing Contact Telephone Number
12. Billing Address		
Please select one of the two billing options: (All usage fees incurred will be totaled and billed monthly. All invoice are sent electronically)		
<input type="checkbox"/> ACH Debit Option** Banking Information required (Account will be electronically debited once a month)	<input type="checkbox"/> Monthly Invoice Option (Paper Checks must be remitted to our lockbox)	

<b>Section H. Banking Information (ACH Customers only)</b>		
**Please complete the following information:		
Bank Name:	Routing #:	Account #:
Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Is the Account Type you selected a: <input type="checkbox"/> Business <input type="checkbox"/> Personal	
NOTE:		
RI.gov does not currently accept ACH payments specifically funded by a foreign source (bank or company), known as an International AC Transaction ("IAT").		
As defined by NACHA – The Electronic Payments Association, formerly the National Automated Clearing House Association, an IAT means a credit or debit entry that is part of a payment transaction involving a financial agency office that is not located in the territorial jurisdiction of the United States. For purposes of this definition a "financial agency" means an entity that is authorized by applicable law to accept deposits or is in the business of issuing money orders or transferring funds. An office of a financial agency is involved in the payment transaction if it:		
(1) Holds an account that is credited or debited as part of the payment transaction;		
(2) Receives payment directly from a Person or makes payment directly to a person as part of the payment transaction; or		
(3) Serves as an intermediary in the settlement of any part of the payment transaction.		
If your company's bank account is not located at an institution's office that is within the territorial jurisdiction of the United States of America, or if your financial institution is not based within the territorial jurisdiction of the United States of America, please contact Rhode Island Interactive at (401) 831-8095 to discuss payment options.		

<b>Section I. User Information</b>
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Please provide name(s) to be registered as users (Max. 10 users per registration). Additional users for your account can be requested for an additional \$75.00 annually.  
 Note: Primary Account Holders are responsible for all users; all users, by using the user name and password, agree to the terms and conditions of this Agreement.

	User Name (First Name, Last Name)	E-mail Address (Required)
1		
2		
3		
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## RI.gov Service Agreement

The Account Holder and RI.gov (the Trade Name for the State of Rhode Island's comprehensive Web portal, acting by and through Rhode Island Interactive, LLC) contract for the provision of services from RI.gov to each Registered User on the Account are as per the Terms and Conditions in this Agreement. RI.gov provides on-line access, from terminals or personal computers, to a number of databases with related services. Account Holder and each Registered User wish to use the services made available by RI.gov.

### Terms and Conditions

1. This agreement sets forth the terms and conditions under which RI.gov will provide services to Account Holder's Registered Users.
2. RI.gov reserves the right to add, withdraw or modify any service without consulting Account Holder or any Registered User prior to withdrawing such service and shall have no liability whatsoever to any Account Holder or Registered User in connection with additions, withdrawals or modifications of any such service.
3. RI.gov acknowledges that Account Holder and Registered User information will be maintained and used for only the purposes of managing the network RI.gov and will not be provided to commercial entities. For more complete information on the privacy policy of RI.gov, please consult the privacy statement at [www.RI.gov](http://www.RI.gov).
4. This agreement is subject to change by RI.gov in matters other than online services with notice to Account Holders or Registered Users.
5. Account Holder acknowledges that he/she (or its authorized representative) has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This Agreement, and other notices provided to Account Holder or other Registered Users by RI.gov, constitutes the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this Agreement. In the event Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Account Holder's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement. Account Holder acknowledges that it has made available a copy of this Agreement to each Registered User and has informed each Registered User that use of the network by a Registered User constitutes consent to this Agreement.
6. Conditions of Use
  - a. Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by RI.gov in its sole discretion.
  - b. User Names and Passwords: RI.gov will issue to the Account Holder a maximum of 10 user names and passwords per annual fee, for distribution, one to each Registered User. Each Registered User is responsible for preserving the secrecy of his/her User Name and Password; for ensuring that access to services and use of his/her User Name and Password is controlled by him/her; and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use by the Registered User does not exceed those limitations. Account Holder is liable for any and all charges for services to the User Names and Passholders on the Account, whether or not authorized by Registered User or by Account Holder.
  - c. Copyright and Ownership of Information: Account Holder and each Registered User agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through RI.gov services. Government information is owned by the respective government receiving or furnishing the same.
  - d. Limitation on Use of Information: Account Holder and each Registered User agrees to abide by all applicable use statements and requirements outlined for access of information or services through RI.gov and is liable under law for violations of record use or access rules. Under no circumstances may Account Holder, or any other party acting by or through Account Holder, including Registered Users, or using any Registered User's User Name and Password, use data received from or through RI.gov in any way except in full and complete compliance with all applicable laws. Account Holder and each Registered User recognize that each transaction and statement of use will be logged and retained for RI.gov purposes. In addition, Account Holder's or each Registered User's company or institution may also be liable depending upon the facts.
7. Payment
  - a. Invoices for all services rendered will be prepared and provided by RI.gov or its agent. Fees shall be in accordance with the current RI.gov fee schedule. Terms of invoice payment shall be net twenty (20) days.
  - b. In addition to the fees contained herein, Account Holder shall pay RI.gov for all sales, use, and excise taxes incurred by RI.gov in providing services to Account Holder and each Registered User.
  - c. Invoices 10 days past due may be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
  - d. Two payment options are available. RI.gov reserves the right to modify or restrict the use of any option at any time:
    - i. Auto Check Option - Bank Institution automatically deducts amount of fees out of checking account monthly.
    - ii. Mailed invoice and payment by check – Payment is due within twenty days of the date of the invoice.
  - e. Default: An account is in default if it is past due or if Account Holder should declare a bankruptcy or insolvency. In the event of default, RI.gov may, at its sole option, block any or all Registered Users on such Account from use of the Account either temporarily or until the past due amount is paid, or permanently regardless of payment. Not exercising this option at any

particular time or degree of delinquency does not prevent RI.gov from exercising this option at any other time or degree of delinquency.

#### 8. Limitation of Liability

- a. The remedies set forth in this Agreement are exclusive and in no way are (including the state of Rhode Island, Rhode Island Interactive, LLC, or the directors, officers, agents, or employees of any of them, who are collectively known for purposes of sections 8,9,12 & 13 of the Terms and Conditions of this Agreement, as "RI.gov") of any of them liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Account Holder for the services in connection with which a claim of liability is asserted or imposed.
- b. Each Registered User and Account Holder agrees that RI.gov will not be liable for any claim or demand of any nature or kind whether asserted against RI.gov or against Registered User by any third party, arising out of the services or materials provided or their use; Each Registered User and Account Holder agrees to indemnify and hold RI.gov harmless from claims of third parties arising out of the use of the services or materials provided pursuant to this Agreement to or through any Registered User or Account Holder on the Account.
- c. RI.gov shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers.
- d. No action or suit arising out of the transactions pursuant to this Agreement, regardless of form, other than an action for payments due RI.gov may be brought by either party more than one year after the cause of the action accrues.
- e. Rhode Island Interactive, LLC, the Rhode Island Department of Administration, Rhode Island state, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on the RI.gov shall at no time be liable for any errors in or omissions from information available on the RI.gov network.

#### 9. Warranty

- a. RI.gov makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While RI.gov and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- b. Account Holder and each Registered User warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through RI.gov. Account Holder and each Registered User is liable under law for violations of record use or access rules committed by him or her, and agrees to abide by such rules. In addition, the Account Holder's or Registered User's organization or company may be liable if the rules are not enforced or are violated.
- c. Account Holder shall implement and maintain reasonable security procedures and practices appropriate to the size and scope of Account Holder's organization, the nature of information accessed pursuant to the e-Government services provided hereunder, and the purpose for which such information was collected in order to protect any personal information (as defined by R.I. Gen. Laws §11-49.3-3 *et seq.*) disclosed or accessed pursuant to the e-Government services provided hereunder from unauthorized access, use, modification, destruction, or disclosure.

#### 10. Rate Changes

- a. Rates are as set forth in the Agreement insert and are established by RI.gov in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 110b below.)
- b. The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

#### 11. Renewals

- a. Accounts renew annually automatically on the first day of their anniversary month unless RI.gov is notified in writing to the contrary. The appropriate annual fee will be applied in the billing for the renewal month. If an Account is canceled, no portion of that year's Account fee is refundable.

#### 12. Trade name / Trademark

- a. Account Holder and each Registered User agrees that he/she will not use the service mark " RI.gov " or "Rhode Island Interactive, LLC" or the marks associated with any of RI.gov's services identified in any fashion unless specifically authorized to do so in writing by RI.gov. Account Holder and each Registered User agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Account Holder or any Registered User by RI.gov.

#### 13. General

- a. Waiver: The waiver, modification, or failure to insist by RI.gov on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of RI.gov right to performance of any such term or terms.
- b. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- c. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Rhode Island as such laws are applied to contracts made and to be performed entirely in Rhode Island, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Rhode Island and in no other jurisdiction.
- d. Assignment: This Agreement is not assignable or transferable by Account Holder or any Registered User and any attempted assignment or transfer shall be null and void and of no force or effect. RI.gov may assign this Agreement and/or the



payments due to RI.gov without notice to or requirement for Account Holder's or any Registered User's permission or approval.

14. RI.gov as a service of the State of Rhode Island is managed by Rhode Island Interactive, LLC and is governed by the Rhode Island Department of the Administration.

<b>Section J. Acknowledgement Statement</b>		
By my signature I agree that: (1) I have read and agree to the terms and conditions of the RI.gov Service Agreement as presented. (2) If I am signing on behalf of an organization or company, I represent that I have authority to bind the organization or company to this agreement.		
Signature of Authorized Representative X		Executed on (Date)
Printed Name	Title	Telephone Number

<b>Section K. Approval Process (For RI.gov Use Only)</b>		
Signature (RI.GOV REPRESENTATIVE) X		Date
Printed Name	Title	
RI.gov Assigned Account Number:	Approval Date:	

## Certificate of Acceptable Use - Interactive Driver's License Records

Driver Protection Privacy Act: Prohibition on release and use of certain personal information by States, organizations and persons.

If this document is being signed by a representative of the company or organization, the form must be signed by an individual legally authorized to obligate your company to an agreement.

I certify that \_\_\_\_\_ (Company Name/Requestor) is eligible under the Driver Privacy Protection Act of 1994 (18 USC App. 2721 et seq.) and relevant Rhode Island regulations and stipulations associated with this law.

Requestor certifies legal fulfillment in at least one of the federally regulated categories of permissible use and understands that by signing this form, Requestor agrees to adhere to all regulations and stipulations associated with this law.

In requesting and using this information, the Requestor acknowledges that this disclosure and any re-disclosure of a Driver Record is subject to penalties of the Federal Driver Privacy Protection Act (18 USC 52723). It is further understood and agreed by the Requestor that in the event of any resale or re-disclosure of personal information covered by the Act, the Requestor must keep for a period of five years, records identifying each person or entity that receives information and the permitted purpose for which the information will be used. The Requestor must make such records available to the Division of Motor Vehicles (the "DMV") upon request. This is signed and the request made subject to the penalties of 18 USC 52723. The DMV is aware that the information received by the Requestor will be sold, given, transferred, shared with, or otherwise made available to other persons, firms, corporations, or government agencies, based on the Requestor's certification herein that everyone receiving this information will be legally entitled to it. Requestor or their authorized designees understand and agree that when requesting a Driver Record from the DMV, they shall only use that record once, for one purpose, and shall thereafter not supply such record to more than one customer of the Requestor, nor supply such record more than once to any customer of a Requestor. To safeguard the security of such information obtained from the Division, the Requestor certifies that it will not retain any information obtained pursuant to this agreement, except that the Requestor may retain copies solely to comply with retention requirements imposed by applicable laws. However, the Requestor must retain written evidence of appropriate use of this information as more fully described above.

Requestor further understands that it is a violation of Federal law to give false information to obtain such records and that by violating this Federal mandate Requestor is subject to prosecution.

Should Requestor or Requestor's customers upon subsequent examination be found to have submitted a request and thereby obtained personal information, which request does NOT fall within one of the federally regulated categories of permissible use, the Requestor, Requestor's customer, or both could be subject to criminal and civil penalties provided for such a violation in the Drivers Privacy Protection Act of 1994.

If you are not certain you or your company qualify to obtain opt out records, please refer to the actual text of the law (18 USC App. 2721) to insure compliance.

Please place your initial to the left of the federally mandated category(s) of acceptable use for which you are obtaining opt out records.

- 1) \_\_\_\_\_ For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- 2) \_\_\_\_\_ For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions, motor vehicle product alterations; recalls or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers, motor vehicle market research activities, including survey research, and removal of non-owner records from the original owner records of motor vehicle manufacturers.



- 3) \_\_\_\_\_ For use in normal course of business by a legitimate business or its agents, employees, or contractors, but only -
  - a. to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
  - b. if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purpose of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against the individual.
- 4) \_\_\_\_\_ 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.
- 5) \_\_\_\_\_ For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- 6) \_\_\_\_\_ For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- 7) \_\_\_\_\_ For use in providing notice to the owners of towed or impounded vehicles.
- 8) \_\_\_\_\_ For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subscription.
- 9) \_\_\_\_\_ For use by an employer or its agent or insurer to obtain or verify information relation to a holder of Commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1985 (49USC App. 2710 et seq).
- 10) \_\_\_\_\_ For use in connection with the operation of private toll transportation facilities.
- 11) \_\_\_\_\_ For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
- 12) \_\_\_\_\_ For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- 13) \_\_\_\_\_ For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

This certification is effective upon signature of all parties.

Company (Requestor)

Division of Motor Vehicles

By: \_\_\_\_\_ By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Please print) (Please print)

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

## **Subscriber Application and Service Agreement Fee Schedule**

### **Motor Vehicle Driver's License Records:**

- A statutory fee of \$16.00 and an enhanced access fee of \$2.50 will be accessed to each record pulled.
- As of July 3rd, 2007 a "Technology Fee" of \$1.50 will be added to all RI Division of Motor Vehicle transactions including driving records.
- The total cost of a record as of November 1<sup>st</sup>, 2009 will be \$20.00.
- Fees are subject to change without notice. Any changes to fees will be noted on the introductory page of the online application.