DTS Program Policies — Document Retention, Audit & Document Standards

Effective October 1, 2026 · v1.0.0

These policies are issued under and incorporated into Schedule B (Registration & Title Services) to the Dealr, Inc. Master Services Agreement. Capitalized terms used but not defined in these Policies have the meanings given in Section 2 of the MSA General Terms, including the terms Section 2 identifies as defined in other components of the Agreement. If a policy conflicts with Schedule B, Schedule B controls. If either conflicts with a requirement of Dealr's State Contract or a direction of the Department, the State Contract requirement or Department direction controls.

Part 1 — DTS Document Retention & Destruction Policy

Issued under Schedule B §B-6(a) (document retention) · applies to physical and electronic documents and records connected to DTS Transactions held by Customers or DTS.

1. Retention windows — approved transactions

Minimum retention	Maximum retention (destroy by)
60 calendar days from transaction approval	90 calendar days from transaction approval

These windows apply from this policy's effective date to all Transaction documents then or thereafter held, whatever the transaction's approval date. They adopt, ahead of schedule, the program windows that take contractual effect January 1, 2027. For transactions resolved without an approval — a consumer-elected refund under Schedule B §B-8(b), or a cancellation, withdrawal, or abandonment under Section 2(b) — the windows in effect on the measurement date apply, measured from the later of the resolution date and DTS's confirmation that the transaction will not proceed. A Department direction under Section 3 (case-by-case directions) supersedes these rules for the affected documents.

2. Rejected or pending transactions

(a) **Submitted transactions rejected by the Department.** Documents used for a transaction that was submitted and subsequently rejected by the Department are retained until an Approved Transaction is obtained, an alternate resolution is found that results in a title, registration, or lien transaction, or the transaction is resolved by a consumer-elected refund under Schedule B §B-8(b). There is **no cancellation, withdrawal, or abandonment exit** from this retention duty other than that refund resolution. Where the transaction is approved or otherwise resolved, the Section 1 windows then apply, measured as Section 1 provides.

(b) **Packages never submitted.** For a pending transaction package that was never submitted to the Department, documents are retained until the transaction is submitted and resolved under subsection (a) or **the transaction is cancelled, withdrawn, or abandoned**. **Where the transaction is cancelled, withdrawn, or abandoned, the Section 1 windows apply as Section 1 provides (measured from the later of that date and DTS's confirmation that the transaction will not proceed).**

3. Case-by-case directions

The Department may direct longer retention for particular transactions or investigations. A Department or DTS direction supersedes the maximum window for the affected documents.

4. Retention comes first; destruction standard

(a) **Retention-first duty.** Customer must retain each Transaction document for the full retention period stated in this policy, and for any longer period required by Applicable Law (including, e.g., federal odometer-disclosure retention). Customer must not destroy, discard, or render unavailable any Transaction document before the applicable retention period ends. Original documents must remain available for inspection by the Department and DTS throughout the period.

(b) **Compliant destruction after the retention period.** Once the applicable retention period ends, documents must be destroyed by means that protect against unauthorized access to or use of the information, consistent with the FTC Disposal Rule (16 C.F.R. Part 682): for physical documents, micro-cut shredding (or burning, pulverizing, or equivalent secure destruction rendering documents unreadable and unreconstructable); for electronic media, secure erasure or destruction of the media; or destruction through a contracted destruction vendor engaged after appropriate due diligence — in each case under Customer's written disposal procedure (16 C.F.R. §314.4(c)(6)).

(c) **Certification on request.** On DTS's or the Department's request, Customer will promptly certify in writing the destruction of specified documents (including date and method) and furnish any destruction-vendor certificates.

(d) **Destruction logging.** DTS may require a written destruction log at any time: by updating these published standards (for destruction events occurring after the update), or by written request to a Customer (for that Customer's destruction events after the request). Until DTS does so, destruction logging is encouraged but optional.

5. Digital records

Customers must retain electronic transaction records (including scans captured for processing) for at least seven (7) years, or longer where Applicable Law or program rules require. DTS retains Transaction records for the same seven (7)-year minimum per Schedule B §B-6(b), subject to the State Records carve-out there, and otherwise as required by Applicable Law and the Data Processing Addendum. Nothing in this policy extends or modifies DTS's retention and deletion commitments under the DPA. Digital retention is not a reason to retain physical originals beyond the Section 1 maximums.

6. No supersession

This policy implements DTS program requirements. It does not shorten any retention duty imposed on a Customer by other law (e.g., dealer-board, tax, or lending record rules). Where another law requires longer retention of a document, follow that law.

Part 2 — DTS Audit Standards

Issued under Schedule B §B-5(c) (audit cooperation). DTS may update these standards by posting and notice. Changes implementing State Contract requirements or Department directions take effect per Schedule B §B-5(d) (program-policy changes).

1. Audit rates

- **Standard:** DTS audits a minimum of 25% of each Customer's submitted Transactions.
- **Onboarding:** a new Customer's first 100 Transactions are audited at 100%. The 100% rate continues until the later of (a) completion of those first 100 Transactions and (b) the Customer achieving an accuracy rate of at least 85%, measured by DTS from the Transactions approved versus rejected by DTS's own audit. After that, the standard rate applies. The same 100% onboarding audit regime re-applies whenever a Customer expands to Transaction functions not previously used in DTS's system. The ongoing 90% program accuracy standard in Section 2 (accuracy standard) applies at all times.
- **Elevated:** DTS may audit up to 100% of a Customer's Transactions where the Department expresses concern, accuracy or correction metrics degrade, or DTS identifies irregularities.

2. Accuracy standard

Customers must maintain a 90% transaction accuracy rate at all times. This ongoing program rate is determined by the Department. Submitted Transactions enter the State review process, and the accuracy rate is determined by the number of Approved Transactions and Rejected Transactions in that process. DTS separately scores audited Transactions under its own audit methodology for the purposes of Section 1 (audit rates) and its remediation decisions.

Consequences. A Customer that falls below the 90% standard has thirty (30) days from the Department's notification to bring the accuracy rate into compliance. If the rate is not brought into compliance within that period, or if the Customer falls below a 90% accuracy rate more than two (2) times in one (1) year, the Department may, at its sole discretion, prohibit the Customer from performing Transactions, either temporarily or permanently. Falling below the threshold also triggers DTS remediation (retraining, elevated audit rates) and may trigger suspension under Schedule B §B-9 (suspension and termination). DTS will give a Customer written notice identifying the audit findings and error categories underlying any remediation or suspension decision.

3. Corrections

Corrections identified by the Department or DTS must be resolved within 30 days. Correction rates are monitored with severity weighting under the Department's standards and DTS's audit methodology. Unresolved corrections or elevated correction rates may suspend new Transaction submissions until resolved.

Department-rejected Transactions; consumer election. Where the Department reviews a submitted Transaction, rejects it, and determines it contains errors, the Customer must resolve the Transaction by either refunding the consumer's money via the consumer's original method of payment, or completing a new corrected Transaction with the consumer, at the consumer's option. The Customer must offer the consumer that election and honor the consumer's choice. A corrected Transaction completed under that election is treated as a correction and resubmission of the same Transaction — no additional Electronic Processing Fee is charged (Schedule B §B-3(a)). Where the consumer's original payment was made through DTS's payment mechanism, DTS will, at the Customer's request, originate the refund on that rail on the Customer's behalf (Schedule B §B-8(b)). Transactions audited by DTS or the Department that are subsequently rejected are reviewed by DTS before the corrected Transaction is submitted, to confirm the identified error has been corrected.

DTS-refused Transactions. Where DTS declines, rejects, or refuses a Transaction under Schedule B §B-2(d) (right to refuse) and the Transaction is not resubmitted, the Customer is responsible for refunding or crediting the consumer any processing fee the Customer collected from the consumer for that Transaction. That refund or credit is in addition to the return of government amounts collected under Schedule B §§B-2(d) and B-3(g) (funding finality) and, for DTS-initiated refusals, DTS's credit or refund of the Electronic Processing Fee to the Customer under Schedule B §B-2(d)(iii).

4. Cooperation

Customers will respond to audit inquiries and produce requested Transaction records promptly. The target is 5 business days unless a shorter period is stated. Failure to cooperate is a program violation under Schedule B.

5. Records of audit

DTS maintains audit results and makes a Customer's own audit summary available on request. Audit methodologies and program-wide data are DTS confidential information.

6. No warranty; no third-party rights

Audits are a sampling-based program control, not an inspection, verification, or approval service for the benefit of any Customer, consumer, lender, or other person. No audit, and no absence of an audit, reduces a Customer's responsibility for the accuracy and lawfulness of its Transactions under Schedule B §B-5(a) (accuracy), constitutes DTS's approval or endorsement of any Transaction, or creates any duty to, or rights in, any third party.

Part 3 — Document & Data Standards

Issued under Schedule B §B-5(b) (document quality). DTS may update these standards by posting and notice.

1. Scan standards

Document images must be captured at a minimum of 300 DPI, in color, be fully legible, and be submitted in a format required by DRIVES, with secure-document features visible and not obscured by cropping, filtering, or compression.

No safe harbor. Meeting the technical specifications above does not guarantee acceptance: Transactions will be rejected for poor scan quality if scans are not clear and legible, as determined by the Department, regardless of whether they meet those technical requirements.

2. Address validation

Addresses submitted with a Transaction must be validated through the United States Postal Service. Where an address cannot be validated, the Customer must retain proof that validation was attempted and that the address could not be validated, and must produce that proof to DTS or the Department on request. Inability to validate an address does not itself bar submission of the Transaction.

3. Quality rejections

Transactions rejected for document quality or data errors are the Customer's burden to correct and resubmit per Schedule B §B-5(b) (document quality). Electronic Processing Fees remain earned per Schedule B §B-3(a) (fee earned on acceptance).