

**B-Engrossed**  
**House Bill 3152**

Ordered by the House May 30  
Including House Amendments dated April 16 and May 30

Sponsored by Representative EVANS; Representative CLEM

**SUMMARY**

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

*[Prohibits authorized integrator, unless authorized integrator is acting in accordance with federal, state or local government law or under valid court order, from obtaining, sharing, selling, copying, transmitting, using, producing, generating or providing protected dealer data without dealer's prior express written consent or in manner that is inconsistent with dealer's prior express written consent and from locking out, deactivating or denying dealer access to dealer data system, permitting another person to obtain, share, sell, copy, transmit, use, produce, generate or provide protected dealer data without dealer's prior express written consent or charging fee for or otherwise prohibiting, preventing, restricting or limiting dealer's ownership, possession or use of protected dealer data.]*

**Permits dealer management system provider to condition dealer's or authorized integrator's access to and ability to receive, share, copy, use, write or transmit protected dealer data from or to dealer data system on dealer's or authorized integrator's compliance with security standards, require authorized integrator to have express written authorization from dealer before allowing authorized integrator to gain access to, receive, share, copy, use or transmit protected dealer data and deny access to dealer data system if dealer fails to pay amount due to dealer management system provider under lease, contract or other agreement.**

**Prohibits dealer management system provider from taking action to limit or prohibit dealer's or authorized integrator's ability to receive, protect, store, copy, share or use protected dealer data, including by imposing access fee or certain other restrictions on dealer or authorized integrator.**

**Requires authorized integrator to obtain express written authorization from dealer and to comply with security standards before gaining access to, receiving, sharing, copying, using, writing or transmitting protected dealer data.**

**Permits dealer to withdraw, revoke or amend prior express written *[consent]* authorization at dealer's discretion after giving 30 days' prior notice or immediately for good cause.**

**A BILL FOR AN ACT**

Relating to the protected dealer data of motor vehicle dealers.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1. Section 2 of this 2019 Act is added to and made a part of ORS 650.120 to 650.170.**

**SECTION 2. (1) as used in this section:**

**(a) "Access fee" means a requirement to pay money for access to protected dealer data.**

**(b)(A) "Authorized integrator" means a person with which a dealer has a contractual relationship or to which the dealer otherwise gives express written authorization to have access to protected dealer data stored on a dealer data system or to write protected dealer data to the dealer data system for the purpose of performing a specific function for the dealer.**

**(B) "Authorized integrator" does not include:**

**(i) A manufacturer, distributor or importer or any entity that is a subsidiary or affiliate**

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 of, or acts on behalf of, a manufacturer, distributor or importer; or

2 (ii) A governmental body or other person that is acting in accordance with federal, state  
3 or local law or a valid court order.

4 (c) "Dealer data system" means software, hardware or firmware that a dealer leases or  
5 rents from a dealer management system provider for the purpose of storing protected dealer  
6 data.

7 (d) "Dealer management system provider" means a person that for compensation main-  
8 tains and provides access to a dealer data system in which a dealer stores protected dealer  
9 data.

10 (e) "Protected dealer data" means:

11 (A) Personal data or financial data about a consumer that a dealer generated or that the  
12 consumer provided to the dealer and that is not otherwise publicly available; and

13 (B) Any other data to which a dealer has rights in connection with the dealer's daily  
14 business operations and stores or maintains in a dealer data system.

15 (2) A dealer management system provider may:

16 (a) Condition a dealer's or authorized integrator's access to and ability to receive, share,  
17 copy, use, write or transmit protected dealer data from or to a dealer data system on the  
18 dealer's or authorized integrator's compliance with security standards;

19 (b) Require an authorized integrator to have express written authorization from a dealer  
20 before allowing the authorized integrator to gain access to, receive, share, copy, use or  
21 transmit protected dealer data; and

22 (c) Deny access to a dealer data system to a dealer if the dealer fails to pay an amount  
23 due to the dealer management system provider under a lease, contract or other agreement  
24 concerning the dealer's access to or use of the dealer data system.

25 (3) Except as provided in subsection (2) of this section, a dealer management system  
26 provider may not take any action that would limit or prohibit a dealer's or an authorized  
27 integrator's ability to receive, protect, store, copy, share or use protected dealer data using  
28 means that include, but are not limited to:

29 (a) Imposing an access fee on a dealer or authorized integrator.

30 (b) Restricting a dealer or an authorized integrator from sharing protected dealer data  
31 or writing data or having access to a dealer data system. Examples of restrictions this par-  
32 agraph does not permit include, but are not limited to:

33 (A) Limits on the scope or nature of protected dealer data to which a dealer or author-  
34 ized integrator has access or may share or write to a dealer data system; and

35 (B) A requirement for a dealer or authorized integrator to provide sensitive or confi-  
36 dential business information or information that a dealer or authorized integrator uses for  
37 competitive purposes in return for access to protected dealer data or an authorization to  
38 share or write protected dealer data to a dealer data system.

39 (4) Except as otherwise provided in this section, any term or condition of a contract with  
40 a dealer management system provider that conflicts with the requirements set forth in  
41 subsection (3) of this section is void and unenforceable to the extent of the conflict.

42 (5)(a) An authorized integrator shall:

43 (A) Obtain express written authorization from a dealer before gaining access to, receiv-  
44 ing, sharing, copying, using, writing or transmitting protected dealer data; and

45 (B) Comply with security standards in gaining access to, receiving, sharing, copying, us-

1 ing, writing or transmitting protected dealer data.

2 (b) A dealer may withdraw, revoke or amend any express written authorization the dealer  
3 provides under paragraph (a)(A) of this subsection:

4 (A) At the dealer's sole discretion, if the dealer gives 30 days' prior notice to an author-  
5 ized integrator; or

6 (B) Immediately, for good cause.

7 (6)(a) This section does not prevent a dealer, a dealer management system provider or  
8 an authorized integrator from discharging the dealer's, dealer management system  
9 provider's or authorized integrator's obligations under federal, state or local law to secure  
10 and prevent unauthorized access to protected dealer data, or from limiting the scope of the  
11 obligations, in accordance with federal, state or local law.

12 (b) A dealer management system provider is not liable for any action that a dealer takes  
13 directly with respect to securing or preventing unauthorized access to protected dealer data,  
14 or for actions that an authorized integrator takes in appropriately following the dealer's  
15 written instructions for securing or preventing unauthorized access to protected dealer data,  
16 to the extent that the actions prevent the dealer management system provider from meeting  
17 a legal obligation to secure or prevent unauthorized access to protected dealer data.

18 (c) A dealer is not liable for any action that an authorized integrator takes directly with  
19 respect to securing or preventing unauthorized access to protected dealer data, or for  
20 actions that the authorized integrator takes in appropriately following the dealer's written  
21 instructions for securing or preventing unauthorized access to protected dealer data, to the  
22 extent that the actions prevent the dealer from meeting a legal obligation to secure or pre-  
23 vent unauthorized access to protected dealer data.

24 (d) An authorized integrator is not liable for any action that a dealer takes directly with  
25 respect to securing or preventing unauthorized access to protected dealer data, or for  
26 actions that the dealer takes in appropriately following the authorized integrator's written  
27 instructions for securing or preventing unauthorized access to protected dealer data, to the  
28 extent that the actions prevent the authorized integrator from meeting a legal obligation to  
29 secure or prevent unauthorized access to protected dealer data.

30 SECTION 3. Section 2 of this 2019 Act applies to a contract or other agreement that a  
31 dealer management system provider enters into or renews with a dealer on or after the ef-  
32 fective date of this 2019 Act. For purposes of this section, a dealer management system  
33 provider renews a contract or other agreement with a dealer if during the term of the con-  
34 tract or other agreement the dealer management system provider unilaterally amends, de-  
35letes or adds a material provision from or to the contract or other agreement.

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