

Requested by Representative EVANS (at the request of the Oregon Automobile Dealers Association)

**PROPOSED AMENDMENTS TO  
A-ENGROSSED HOUSE BILL 3152**

1 On page 1 of the printed A-engrossed bill, delete lines 7 through 16 and  
2 delete page 2 and insert:

3 “(a) ‘Access fee’ means a requirement to pay money for access to protected  
4 dealer data.

5 “(b)(A) ‘Authorized integrator’ means a person with which a dealer has  
6 a contractual relationship or to which the dealer otherwise gives express  
7 written authorization to have access to protected dealer data stored on a  
8 dealer data system or to write protected dealer data to the dealer data sys-  
9 tem for the purpose of performing a specific function for the dealer.

10 “(B) ‘Authorized integrator’ does not include:

11 “(i) A manufacturer, distributor or importer or any entity that is a sub-  
12 sidiary or affiliate of, or acts on behalf of, a manufacturer, distributor or  
13 importer; or

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

16 “(c) ‘Dealer data system’ means software, hardware or firmware that a  
17 dealer leases or rents from a dealer management system provider for the  
18 purpose of storing protected dealer data.

19 “(d) ‘Dealer management system provider’ means a person that for com-  
20 pensation maintains and provides access to a dealer data system in which a  
21 dealer stores protected dealer data.

1 “(e) ‘Protected dealer data’ means:

2 “(A) Personal data or financial data about a consumer that a dealer gen-  
3 erated or that the consumer provided to the dealer and that is not otherwise  
4 publicly available; and

5 “(B) Any other data to which a dealer has rights in connection with the  
6 dealer’s daily business operations and stores or maintains in a dealer data  
7 system.

8 “(2) A dealer management system provider may:

9 “(a) Condition a dealer’s or authorized integrator’s access to and ability  
10 to receive, share, copy, use, write or transmit protected dealer data from or  
11 to a dealer data system on the dealer’s or authorized integrator’s compliance  
12 with security standards;

13 “(b) Require an authorized integrator to have express written authori-  
14 zation from a dealer before allowing the authorized integrator to gain access  
15 to, receive, share, copy, use or transmit protected dealer data; and

16 “(c) Deny access to a dealer data system to a dealer if the dealer fails to  
17 pay an amount due to the dealer management system provider under a lease,  
18 contract or other agreement concerning the dealer’s access to or use of the  
19 dealer data system.

20 “(3) Except as provided in subsection (2) of this section, a dealer man-  
21 agement system provider may not take any action that would limit or pro-  
22 hibit a dealer’s or an authorized integrator’s ability to receive, protect, store,  
23 copy, share or use protected dealer data using means that include, but are  
24 not limited to:

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

26 “(b) Restricting a dealer or an authorized integrator from sharing pro-  
27 tected dealer data or writing data or having access to a dealer data system.  
28 Examples of restrictions this paragraph does not permit include, but are not  
29 limited to:

30 “(A) Limits on the scope or nature of protected dealer data to which a

1 dealer or authorized integrator has access or may share or write to a dealer  
2 data system; and

3 “(B) A requirement for a dealer or authorized integrator to provide sen-  
4 sitive or confidential business information or information that a dealer or  
5 authorized integrator uses for competitive purposes in return for access to  
6 protected dealer data or an authorization to share or write protected dealer  
7 data to a dealer data system.

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

12 “(5)(a) An authorized integrator shall:

13 “(A) Obtain express written authorization from a dealer before gaining  
14 access to, receiving, sharing, copying, using, writing or transmitting pro-  
15 tected dealer data; and

16 “(B) Comply with security standards in gaining access to, receiving,  
17 sharing, copying, using, writing or transmitting protected dealer data.

18 “(b) A dealer may withdraw, revoke or amend any express written au-  
19 thorization the dealer provides under paragraph (a)(A) of this subsection:

20 “(A) At the dealer’s sole discretion, if the dealer gives 30 days’ prior no-  
21 tice to an authorized integrator; or

22 “(B) Immediately, for good cause.

23 “(6)(a) This section does not prevent a dealer, a dealer management sys-  
24 tem provider or an authorized integrator from discharging the dealer’s,  
25 dealer management system provider’s or authorized integrator’s obligations  
26 under federal, state or local law to secure and prevent unauthorized access  
27 to protected dealer data, or from limiting the scope of the obligations, in  
28 accordance with federal, state or local law.

29 “(b) A dealer management system provider is not liable for any action  
30 that a dealer takes directly with respect to securing or preventing unau-

1 thORIZED access to protected dealer data, or for actions that an authorized  
2 integrator takes in appropriately following the dealer’s written instructions  
3 for securing or preventing unauthorized access to protected dealer data, to  
4 the extent that the actions prevent the dealer management system provider  
5 from meeting a legal obligation to secure or prevent unauthorized access to  
6 protected dealer data.

7 “(c) A dealer is not liable for any action that an authorized integrator  
8 takes directly with respect to securing or preventing unauthorized access to  
9 protected dealer data, or for actions that the authorized integrator takes in  
10 appropriately following the dealer’s written instructions for securing or  
11 preventing unauthorized access to protected dealer data, to the extent that  
12 the actions prevent the dealer from meeting a legal obligation to secure or  
13 prevent unauthorized access to protected dealer data.

14 “(d) An authorized integrator is not liable for any action that a dealer  
15 takes directly with respect to securing or preventing unauthorized access to  
16 protected dealer data, or for actions that the dealer takes in appropriately  
17 following the authorized integrator’s written instructions for securing or  
18 preventing unauthorized access to protected dealer data, to the extent that  
19 the actions prevent the authorized integrator from meeting a legal obligation  
20 to secure or prevent unauthorized access to protected dealer data.

21 **“SECTION 3. Section 2 of this 2019 Act applies to a contract or**  
22 **other agreement that a dealer management system provider enters**  
23 **into or renews with a dealer on or after the effective date of this 2019**  
24 **Act. For purposes of this section, a dealer management system pro-**  
25 **vider renews a contract or other agreement with a dealer if during the**  
26 **term of the contract or other agreement the dealer management sys-**  
27 **tem provider unilaterally amends, deletes or adds a material provision**  
28 **from or to the contract or other agreement.”.**

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