

## Mobile Driver's License (mDL) Terms and Conditions

These Terms and Conditions apply when you add a Driver's License or Identification Card issued by the State of Maryland ("Credential") through the Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA) to an application ("Digital Wallet") that will allow you to present the digital or mobile form of your Credential ("mDL") to verify your identity, eligibility, and/or driving privileges with merchants, government entities, law enforcement, and other requesters in lieu of presenting your physical state-issued credential pursuant to Maryland law. MDOT MVA reserves the right to update these Terms at any time and without notice as permitted by law, and your continued use of this mDL constitutes agreement to all such changes.

### Use of the mDL

Adding your state-issued credential. A Credential can be added to the Digital Wallet by following the instructions of the Digital Wallet provider. You will only be eligible to create your mDL and add your mDL to the Digital Wallet if you have been issued a physical credential by the State of Maryland, and your Credential is valid. If the mDL has already been added to the Digital Wallet, MDOT MVA may remove the mDL if your Credential has been expired for more than one (1) year or if it has been cancelled, suspended, or revoked.

Maryland law requires that a physical Credential be issued to all applicants that qualify for issuance of a Credential, and upon election of the applicant, an mDL may be issued. The mDL will not be the only form of Credential issued to you. **A physical Credential may be required to be presented in certain circumstances, including but not limited to, interactions with law enforcement.**

Adding your Credential to the Digital Wallet enables you to use the mDL wherever it is accepted. **MDOT MVA does not control the use or acceptance of the mDL beyond its use at MDOT MVA.** The mDL may not be accepted at all places where the physical Credential is required.

By submitting information to MDOT MVA to add your Credential to the Digital Wallet, you agree that you are not impersonating another individual, collecting information about another individual, or violating any state or federal laws. Knowingly submitting false, or fraudulent information may result in civil and/or criminal penalties. Fraudulent use of the mDL may result in civil and/or criminal penalties for the user.

Terms that apply. In addition to these Terms, you agree that when you use the Digital Wallet, you will remain subject to the terms and conditions of your Digital Wallet provider. You understand that those terms and conditions with that the Digital Wallet provider may be separate from these Terms and that MDOT MVA is not a party to those terms with the Digital Wallet provider. The terms and conditions of the Digital Wallet provider may provide restrictions and limitations which may impact your use of the mDL, and such restrictions and limitations may be separate and distinct from these Terms with MDOT MVA.

You agree that only your mobile device service carrier or Digital Wallet provider is responsible for its products and services. Although the MDOT MVA is the provider of the mDL, MDOT MVA has no control over the use of the Digital Wallet. MDOT MVA is not responsible for the security or function of the Digital Wallet or any third-party products or services utilized by the Digital Wallet provider.

Suspension/removal of mDL. MDOT MVA reserves the right to discontinue offering or supporting the mDL or the Digital Wallet for any reason. Unauthorized use of the mDL, including, but not limited to, unauthorized use of or entry into MDOT MVA systems, misuse of information or security credentials, is prohibited and will result in suspension, cancellation, or revocation of your mDL. You may not use the mDL in any fraudulent or misleading manner. Upon learning of any violation of these Terms or any federal or state law related to the use of the mDL or related physical Credential, MDOT MVA may suspend, cancel, or revoke the mDL at any time without notice. You agree that MDOT MVA will not be liable to you or any third party for any suspension, cancellation, or revocation of the mDL. Suspension, cancellation, or revocation of the mDL may or may not affect the status of your physical credential.

### **Privacy and Security**

The data that passes between you and MDOT MVA through the issuance of the mDL will be encrypted. By using the mDL you acknowledge and accept that there is a risk of interception of information by third parties. MDOT MVA is not liable for any loss or damage you may incur in the event of such interception or security breach.

By provisioning your mDL through the Digital Wallet you are sending information to MDOT MVA and giving MDOT MVA permission to access your driver's license or identification card record to compare information you have supplied to the Digital Wallet provider with information contained on your most recent driver's license or identification card record. This comparison is necessary to help prevent fraud and help ensure that you are the person associated with this record prior to approving issuance of your mDL and adding the mDL to the Digital Wallet.

MDOT MVA use of data. The information provided to MDOT MVA to provision the mDL to the Digital Wallet will not be sold or used for monitoring or tracking purposes.

The information supplied to MDOT MVA will be used to compare information you have supplied to the Digital Wallet provider with information contained on your most recent driver's license record or identification card record to verify your identity. Data related to verifying your information may be shared with the Digital Wallet provider and MDOT MVA to finalize the verification of your identity to provision the mDL to the Digital Wallet.

Information sent to MDOT MVA will become part of MDOT MVA records related to your existing MDOT MVA records and/or Credential. MDOT MVA uses all information provided in accordance with State and Federal laws, including O.C.G.A. § 40-5-2 and 18 U.S.C. § 2721, et. seq.

MDOT MVA relies on information from the Digital Wallet provider to verify eligibility for provisioning the mDL to the Digital Wallet. MDOT MVA is not responsible for any errors or omissions in the data or processes of the Digital Wallet provider. The information you provide when adding your Credential into the Digital Wallet will be shared with the MDOT MVA. A limited set of the information you provide when adding your Credential into Digital Wallet will be shared with the Digital Wallet provider to check for fraud. More information can be found here: <https://support.apple.com/en-us/HT213046> or here <https://support.apple.com/en-us/HT213046>.

You agree that by using the mDL, you hereby consent to MDOT MVA sharing information (including information that may personally identify you) with the Digital Wallet provider to facilitate use of the mDL. You further agree that MDOT MVA may share non-personal information with the Digital Wallet provider to improve the Digital Wallet service. For additional information, visit <https://www.apple.com/legal/privacy/data/en/identity/>.

MDOT MVA may provide the Digital Wallet provider with information on the status of its authorization (for example, under review, accepted) so that the Digital Wallet provider may send updates to your device and help manage your driver's license or state ID in Wallet. MDOT MVA does not control the privacy and security of your information that may be held by the Digital Wallet provider and that is governed by the privacy policy given to you by the Digital Wallet provider. For additional information on MDOT MVA privacy practices, please review the "Privacy Statement" on our website at [mva.maryland.gov](http://mva.maryland.gov).

Data related to verifying your information may be shared with the Digital Wallet provider and MDOT MVA to finalize the verification of your identity to provision the mDL. The Digital Wallet provider may store this data per its own policies and terms and conditions of the use of its product. By using the Digital Wallet provider's software or application to provision the mDL you may be consenting to storing the data provided by you through the Digital Wallet on their servers or within their network. MDOT MVA is not responsible for loss of or exposure of data, or any injury as a result of such loss or exposure, due to the Digital Wallet Provider's storing of data provided through the Digital Wallet or the process of adding the mDL to the Digital Wallet. For more information about the Digital Wallet provider's storing of data, please refer to the terms and conditions provided by the Digital Wallet provider.

#### **Disclaimer of Warranty and Limitation of Liability**

The information and services on the mDL are provided on an "AS IS" and "AS AVAILABLE" basis. MDOT MVA does not warrant the information or services provided herein or your use of the mDL for any particular purpose. MDOT MVA disclaims any and all warranties, expressed or implied, including but not limited to, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. MDOT MVA will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you through the mDL. MDOT MVA cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you through the mDL for any particular purpose.

MDOT MVA will not be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this mDL, or resulting in any way from or in connection with any errors, acts or omissions in the technical operation or content of the mDL; any action taken in connection with an investigation by MDOT MVA, law enforcement or other authorities regarding your use of the mDL; any other claim relating to your access to, inability to access, or use of the mDL.

Regardless of whether the circumstances giving rise to such cause may have been within the control of MDOT MVA or of any vendor providing software or services, in no event will MDOT MVA or any such parties be liable to you, whether in contract or tort, for any direct, special, indirect, punitive, consequential, or incidental damages or any other damages of any kind even if MDOT MVA or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, the transmission of any malware or software upgrade which may impact a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other connection issues, unauthorized access, theft, operator errors, or any force majeure. MDOT MVA cannot and does not guarantee continuous, uninterrupted, or secure access to the mDL.

In no event will MDOT MVA or its affiliates be liable to you or anyone else for any loss or injury.

By accessing this digital wallet, you agree to indemnify, defend and hold MDOT MVA and its vendors or contractors harmless from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) your breach of this agreement; (b) your violation of any local, state, federal or international law, rule or regulation; (c) a claim by a third party that is based on your use of the mDL; (d) information or material posted or transmitted through your computer or account, even if not submitted by you; (e) any misrepresentation made by you; (f) the theft, misappropriation or disclosure of your security credential; or (g) your authorization of anyone else to use your security credential. You will cooperate as fully and as reasonably required in MDOT MVA's defense of any claim. MDOT MVA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not, in any event, settle any matter without the written consent of MDOT MVA.

### **Miscellaneous**

These Terms shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of laws and provisions, and the parties unconditionally waive their respective rights to a jury trial. Venue for any action or dispute arising from these Terms shall be in Superior Court of Anne Arundel County, Maryland. If for any reason a court of competent jurisdiction finds any provision of these Terms, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect. These Terms constitutes the entire agreement between MDOT MVA and you with respect to the mDL and it supersedes all prior or contemporaneous communications, agreements, and understandings between MDOT MVA and you with respect to the subject matter hereof.

MDOT MVA is not responsible for the function of the Digital Wallet or actions taken by the Digital Wallet provider that may affect your access to or use of the mDL.

These Terms were last updated April 12, 2022.