

Colorado ID in Wallet Terms and Conditions

These Terms and Conditions apply when you add a Driver License or Identification Card issued by the State of Colorado ("credential") through the Colorado Department of Revenue, Division of Motor Vehicles (CDOR DMV) 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 as a complementary way of presenting your physical state-issued credential pursuant to Colorado law. CDOR DMV 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 already been issued a physical credential by the State of Colorado, and your credential is valid. If the mDL has already been added to the Digital Wallet, CDOR DMV may remove the mDL if your credential has expired for more than one (1) year or if it has been canceled, suspended, or revoked.

Colorado 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 in addition to the physical credential. 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. **CDOR DMV does not control the use or acceptance of the mDL beyond its use at CDOR DMV.** The mDL may not be accepted at all places where the physical credential is required.

By submitting information to CDOR DMV 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. CDOR DMV will decide whether to authorize adding your credential to the Digital Wallet. The addition of your credential to the Digital Wallet is approved or denied at the discretion of the CDOR DMV.

Your mDL may be updated, refreshed, or otherwise changed by CDOR DMV, either systematically between CDOR DMV and the Digital Wallet provider, or through CDOR DMV and the Digital Wallet provider records maintenance agreements, at the discretion of the CDOR DMV. This may include, but is not limited to, updates to driving records, orders by a court of law, law enforcement actions, renewals, changes in applicable law, or other types of actions required to update and maintain mDL, driver records or credentials. CDOR DMV is not required, or responsible, for notifying you when these updates, references, or changes occur.

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 the Digital Wallet provider may be separate from these Terms, and that CDOR DMV 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 CDOR DMV.

You agree that only your mobile device service carrier or Digital Wallet provider is responsible for its products and services. Although the CDOR DMV is the provider of the mDL, CDOR DMV has no control over the use of the Digital Wallet. CDOR DMV 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. CDOR DMV 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 CDOR DMV 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, CDOR DMV may suspend, cancel, or revoke the mDL at any time without notice. You agree that CDOR DMV 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 CDOR DMV 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. CDOR DMV is not liable for any loss or damage you may incur in the event of such interception or security breach resulting from your use of the mDL.

By provisioning your mDL through the Digital Wallet you are sending information to CDOR DMV and giving CDOR DMV permission to access your driver license or identification card record to compare information you have supplied to the Digital Wallet provider with information contained on your most recent driver 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.

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

The information supplied to CDOR DMV will be used to compare information you have supplied to the Digital Wallet provider with information contained on your most recent driver 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 CDOR DMV to finalize the verification of your identity to provision the mDL to the Digital Wallet.

Information sent to CDOR DMV may become part of CDOR DMV records related to your existing CDOR DMV records and/or credential. CDOR DMV uses information provided in accordance with State and Federal laws, including C.R.S § 42-2-121 and 18 U.S.C. § 2721, *et. seq.*

CDOR DMV relies on information from the Digital Wallet provider to verify eligibility for provisioning the mDL to the Digital Wallet. CDOR DMV 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 may be shared with the CDOR DMV. 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.

You agree that by using the mDL, you hereby consent to allow CDOR DMV to share information (including information that may personally identify you) with the Digital Wallet provider to facilitate your use of the mDL. You further agree that CDOR DMV may share non-personal information with the Digital Wallet provider to improve the Digital Wallet service. CDOR DMV 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 license or state ID in Wallet. CDOR DMV 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.

Data related to verifying your information may be shared with the Digital Wallet provider and CDOR DMV 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. CDOR DMV is not responsible for loss 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. CDOR DMV does not warrant the information or services provided herein or your use of the mDL for any particular purpose. CDOR DMV 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. CDOR DMV 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. CDOR DMV 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.

CDOR DMV 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 CDOR DMV, law enforcement or other authorities regarding your use of the mDL; or 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 CDOR DMV or of any vendor providing related software or services, in no event will CDOR DMV 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 CDOR DMV or any other such party has been advised of the possibility thereof. This limitation of 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. CDOR DMV cannot and does not guarantee continuous, uninterrupted, or secure access to the mDL.

In no event will CDOR DMV 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 CDOR DMV (both as a Governmental entity and its employees either individually or collectively as the CDOR DMV), 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 CDOR DMV's defense of any claim. CDOR DMV 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 CDOR DMV.

Miscellaneous

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of laws and provisions, and you unconditionally waive your right to a jury trial. Venue for any action or dispute arising from these Terms shall be determined by the State of Colorado. 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 constitute the entire agreement between CDOR DMV and you with respect to the mDL, and it supersedes all prior or contemporaneous communications, agreements, and understandings between CDOR DMV and you with respect to the subject matter hereof.

CDOR DMV 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 July 29, 2022.