

## Georgia Digital ID Terms and Conditions

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

### Use of the Digital ID

Adding your state-issued Credential. Your Credential can be added to your Digital Wallet by following the instructions of your Digital Wallet provider. You will only be eligible to create your Digital ID and add your Credential to your Digital Wallet if you have been issued a physical Credential by the State of Georgia, and your Credential is valid and unexpired. If your Digital ID has already been added to the Digital Wallet, DDS may remove your Digital ID if your Credential is expired or if it has been cancelled, suspended, or revoked.

Georgia law requires that a physical Credential be issued to all applicants that qualify for issuance of a Credential, and upon election of the applicant, a digital or electronic version of the Credential may be issued. The Digital ID 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 Digital ID wherever it is accepted. DDS does not control the use or acceptance of the Digital ID beyond its use at DDS. The Digital ID may not be accepted at all places where the physical Credential is required.

By submitting information to DDS 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 Digital ID 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 DDS 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 Digital ID and such restrictions and limitations may be separate and distinct from these Terms with DDS.

You agree that only your mobile device service carrier or Digital Wallet provider is responsible for its products and services. Although DDS is the provider of the Digital ID, DDS has no control over the use of the Digital Wallet. DDS 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 a Card. DDS reserves the right to discontinue offering or supporting the Digital ID or the Digital Wallet for any reason. Unauthorized use of the Digital ID, including, but not limited to, unauthorized use of or entry into DDS systems, misuse of information or security credentials, is prohibited and will result in suspension, cancellation, or revocation of your Digital ID. You may not use the Digital ID 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 Digital ID or related physical Credential, DDS may suspend, cancel, or

revoke the Digital ID at any time without notice. You agree that DDS will not be liable to you or any third party for any suspension, cancellation or revocation of the Digital ID. Suspension, cancellation, or revocation of the Digital ID may, or may not affect the status of your physical Credential.

### **Privacy and Security**

Digital ID data shared between you and your Digital Wallet provider, as well as data transmitted between your digital Wallet provider and DDS will be encrypted. By using the Digital ID you acknowledge and accept that there is a risk of interception of information by third parties. DDS is not liable for any loss or damage you may incur in the event of such interception or security breach. DDS does not monitor the use of the Digital ID. However, in the event of suspicion of criminal activity, DDS may inspect use of the Digital ID to prevent or mitigate criminal activity. Such inspection may result in the acquisition, recording, and analysis of data being communicated or transmitted between you and the DDS. If inspection, or fraud detection processes reveal possible evidence of criminal activity, such evidence may be provided to law enforcement personnel if authorized by law. You understand and agree that DDS may disclose information about you to other persons or organizations when DDS is required or authorized by state or federal law and/or regulations.

By provisioning your Digital ID through the Digital Wallet you are authorizing your Digital Wallet provider to send information to DDS on your behalf and giving DDS 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 prevent fraud and ensure that you are the person associated with this record prior to approving issuance of your Digital ID and adding your Credential to the Digital Wallet. The Digital Wallet provider may also provide additional information to DDS to assist with the completion of your application for the Digital ID to DDS. Such information may be retained by DDS to ensure the authenticity of your application. For the avoidance of any doubt, DDS does not receive any information about the use or presentment of your Digital ID.

DDS Use of Data. The information provided to DDS to provision the Digital ID to the Digital Wallet will not be sold or used for monitoring or tracking purposes.

The information supplied to DDS to provision the Digital ID 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 utilized by the Digital Wallet provider and DDS to verify your identity and finalize the provisioning of the Digital ID to the Digital Wallet.

Information sent to DDS will become part of DDS records related to your existing DDS records and/or Credential. DDS 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.

DDS relies on information from the Digital Wallet provider to verify eligibility for provisioning the Digital ID to the Digital Wallet. DDS 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 Digital Wallet provider and DDS. You agree that by using the Digital ID, you hereby consent to DDS sharing information (including information that may personally identify you) with the Digital Wallet provider to facilitate use of the Digital ID and identifying and preventing abuse and fraud. You further agree that DDS may share non-personal information with the Digital Wallet provider to improve the Digital Wallet service. DDS 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 provided to you by

the Digital Wallet provider. For additional information on DDS privacy practices, please review our "Privacy Statement" on our website at [dds.georgia.gov](https://dds.georgia.gov).

Data related to verifying your information may be utilized with the Digital Wallet provider and DDS to finalize the verification of your identity to provision the mDL to the Digital Wallet.

The Digital Wallet provider may store data collected by them from you during the provisioning process 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 Digital ID you may be consenting to use of such data by the Digital Wallet Provider and the storing of such data provided by you through the Digital Wallet on their servers or within their network. DDS 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 Digital ID 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 Digital ID are provided on an "AS IS," and "AS AVAILABLE" basis. DDS does not warrant the information or services provided herein or your use of the Digital ID for any particular purpose. DDS 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. DDS 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 Digital ID. DDS cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you through the Digital ID for any particular purpose.

DDS 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 Digital ID, or resulting in any way from or in connection with any errors, acts or omissions in the technical operation or content of the Digital ID; any action taken in connection with an investigation by DDS, law enforcement or other authorities regarding your use of the Digital ID; any other claim relating to your access to, inability to access, or use of the Digital ID.

Regardless of whether the circumstances giving rise to such cause may have been within the control of DDS or of any vendor providing software or services, in no event will DDS 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 DDS 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. DDS cannot and does not guarantee continuous, uninterrupted, or secure access to the Digital ID.

In no event will DDS 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 DDS 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 Digital ID; (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 DDS's defense of any claim. DDS 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 DDS.

### **Miscellaneous**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions and the parties unconditionally waive their respective rights to a jury trial. Venue for any action or dispute arising from these Terms and Conditions shall be in Superior Court of Fulton County, Georgia. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, 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 Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitutes the entire agreement between DDS and you with respect to the Digital ID and it supersedes all prior or contemporaneous communications, agreements and understandings between DDS and you with respect to the subject matter hereof.

DDS 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 Digital ID.

These Terms were last updated July 2024.

[INCLUDE WEB LINK TO TERMS]

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