Iowa Mobile ID in Google Wallet Terms and Conditions

Mobile ID (mID) Terms and Conditions

These Terms and Conditions apply when you add a Driver's License or Identification Card issued by the State of Iowa ("Credential") by the Department of Transportation ("DOT") to an application ("Mobile ID app and/or Digital Wallet") that will allow you to present the digital or mobile form of your Credential ("mID") to verify your identity, age, 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 Iowa law. DOT reserves the right to update these Terms and Conditions at any time and without notice as permitted by law, and your continued use of this mID constitutes agreement to all such changes.

Use of the mID

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

Iowa law requires that a physical Credential be issued to all applicants that apply for and qualify for issuance of a Credential, and upon election of the applicant, a digital or electronic version of the Credential may be issued. The mID 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 Mobile ID app and/or Digital Wallet enables you to use the mID wherever it is accepted. DOT does not control the use or acceptance of the mID beyond its use at DOT. The mID may not be accepted at all places where the physical Credential is required. You should still carry your physical Credential.

By submitting information to DOT to add your Credential to the Mobile ID app and/or 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 mID may result in civil and/or criminal penalties for the user.

Terms and Conditions that Apply. In addition to these Terms and Conditions, you agree that when you use the Mobile ID app and/or Digital Wallet, you will remain subject to the terms and conditions of your Mobile ID app and/or Digital Wallet provider. You understand that those terms and conditions with the Mobile ID app and/or Digital Wallet provider may be separate from these Terms and Conditions and that DOT is not a party to your agreement with the Mobile ID app and/or Digital Wallet provider. The terms and conditions of the Mobile ID app and/or Digital Wallet provider may provide restrictions and limitations which may impact your use of the mID and such restrictions and limitations may be separate and distinct from these Terms and Conditions with DOT.

You agree that only your mobile device service carrier or Mobile ID app and/or Digital Wallet provider is responsible for its products and services. Although DOT is the provider of the mID, DOT has no control over the use of the Mobile ID app and/or Digital Wallet. DOT is not responsible for the security or

function of the Mobile ID app and/or Digital Wallet or any third-party products or services utilized by the Mobile ID app and/or Digital Wallet provider.

Suspension/Removal of a Credential. DOT reserves the right to discontinue offering or supporting the mID or the Mobile ID app and/or Digital Wallet for any reason. Unauthorized use of the mID, including, but not limited to, unauthorized use of or entry into DOT systems, misuse of information or security Credentials, is prohibited and will result in suspension, cancellation, or revocation of your mID. You may not use the mID in any fraudulent or misleading manner. Upon learning of any violation of these Terms and Conditions or any federal or state law related to the use of the mID or related physical Credential, DOT may suspend, cancel, or revoke the mID at any time without notice. Violation of state of federal law in regard to the use of the mID or physical Credential may subject you to criminal liability. You agree that DOT will not be liable to you or any third party for any suspension, cancellation or revocation of the mID. Suspension, cancellation, or revocation of the mID may, or may not affect the status of your physical Credential.

Privacy and Security

The data that passes between you and DOT through the use of the mID will be encrypted. However, as with any electronic transmission of data, there is always a risk of unwanted exposure to third parties. By using mID, you acknowledge the existence of such risk and agree that DOT is not liable for any loss or damage you may incur in the event of such interception or security breach. DOT is not obligated to inspect the use of the mID but may do so to ensure proper performance of the mID features and prevent criminal activity. Such inspection may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed, between you and the DOT related to the mID. 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 DOT may disclose information about you to other persons or organizations when DOT is required or authorized by state or federal law and/or regulations.

By provisioning your mID through the Mobile ID app and/or Digital Wallet, you are sending information to DOT and giving DOT permission to access your driver's license or identification Credential record to compare information you have supplied to the Mobile ID app and/or Digital Wallet provider with information contained on your most recent driver's license or identification Credential 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 mID and adding the mID to the Mobile ID app and/or Digital Wallet. The Mobile ID app and/or Digital Wallet provider may also provide additional information to DOT to assist with the completion of your application for the mID to DOT. This information may be retained by DOT to ensure the authenticity of your application.

DOT Use of Data. The information provided to DOT to enable use of mID will only be shared with the Mobile ID app and/or Digital Wallet and will not be sold or used for monitoring or tracking purposes.

The information supplied to DOT will be used to compare information you have supplied to the Mobile ID app and/or Digital Wallet provider with information contained on your most recent driver's license record or identification Credential record to verify your identity. Data related to verifying your information may be shared with the Mobile ID app and/or Digital Wallet provider and DOT to finalize the verification of your identity to provision the mID to the Mobile ID app and/or Digital Wallet.

Information sent to DOT will become part of DOT records related to your existing DOT records and/or Credential. DOT 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, Iowa Code Chapter 22, Iowa Code Chapter 321, or Iowa Code Chapter 321A, et. seq.

DOT relies on information from the Mobile ID app and/or Digital Wallet provider to verify eligibility for provisioning the mID to the Mobile ID app and/or Digital Wallet. DOT is not responsible for any errors, or omissions in the data or processes of the Mobile ID app and/or Digital Wallet provider. The information you provide when adding your Credential into the Mobile ID app and/or Digital Wallet will be shared with the Mobile ID app and/or Digital Wallet provider and DOT. You agree that by using the mID, you hereby consent to DOT sharing information (including information that may personally identify you) with the Mobile ID app and/or Digital Wallet provider to facilitate use of the mID. You further agree that DOT may share non-personal information with the Mobile ID app and/or Digital Wallet provider to improve the Mobile ID app and/or Digital Wallet service.

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

Disclaimer of Warranty and Limitation of Liability

The information and services on the mID are provided on an "AS IS," and "AS AVAILABLE" basis. DOT does not warrant the information or services provided herein or your use of the mID for any particular purpose. DOT 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. DOT will not be responsible for any loss or damage that could result from unwanted exposure to third parties of any information or services made available to you through the mID. DOT cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you through the mID for any particular purpose.

DOT 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 mID, or resulting in any way from or in connection with any errors, acts or omissions in the technical operation or content of the mID; any action taken in connection with an investigation by DOT, law enforcement or other authorities regarding your use of the mID; any other claim relating to your access to, inability to access, or use of the mID.
Regardless of whether the circumstances giving rise to such cause may have been within the control of DOT or of any vendor providing software or services, in no event will DOT 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 DOT 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. DOT cannot and does not guarantee continuous, uninterrupted or secure access to the mID. In no event will DOT or its affiliates be liable to you or anyone else for any loss or injury.

By accessing this mobile ID app and/or Digital Wallet, you agree to indemnify, defend and hold DOT 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 mID; (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 DOT's defense of any claim. DOT 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 DOT.

Miscellaneous

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to conflicts of laws provisions. Venue for any action or dispute arising from these Terms and Conditions shall be determined by the State of Iowa, County of Story. 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 constitute the entire agreement between DOT and you with respect to the mID and it supersedes all prior or contemporaneous communications, agreements and understandings between DOT and you with respect to the subject matter hereof.

DOT is not responsible for the function of the Mobile ID app and/or Digital Wallet or actions taken by the Mobile ID app and/or Digital Wallet provider that may affect your access to or use of the mID.

These Terms were last updated September 25, 2023.