

Mobile Driver's License (mDL) Terms and Conditions

These Terms and Conditions ("Terms") apply when you add a Driver's License or Identification Card issued by the State of New Mexico's Taxation and Revenue Department ("TRD") ("Credential") to an application ("Digital Wallet") that will allow you to present the digital or mobile form of your Credential ("mDL") to verify your identity, demographics, and/or driving privileges with merchants, government entities, law enforcement, and other requesters. TRD reserves the right to update these Terms at any time and without notice as permitted by law, and your continued use of the 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 New Mexico, and your Credential is valid and unexpired. If the mDL has already been added to the Digital Wallet, TRD may remove the mDL if your Credential is expired or if it has been cancelled, suspended, or revoked.

New Mexico 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 mDL will not be the only form of Credential issued to you. You may be required to present a physical Credential 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. TRD does not control the use or acceptance of the mDL beyond its use at TRD. The mDL may not be accepted at all places where the physical card is required.

By submitting information to TRD 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 all the terms and conditions of your Digital Wallet provider. You understand that the terms and conditions imposed by the Digital Wallet provider may be separate from these Terms and that TRD is not a party to the terms of 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 TRD.

You agree that only your mobile device service carrier or Digital Wallet provider is responsible for its products and services. Although, TRD is the provider of the mDL, TRD has no control over the use of the Digital Wallet. TRD 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. TRD reserves the right to discontinue offering or supporting the mDL or the Digital Wallet for any reason at any time. Unauthorized use of the mDL, including, but not limited to,

unauthorized use of or entry into TRD 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 violation of federal or state law related to the use of the mDL or related physical Credential, TRD may suspend, cancel, or revoke the mDL at any time without notice. You agree that TRD 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 TRD through the use 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. TRD is not liable for any loss or damage you may incur in the event of such interception or security breach. TRD is not obligated to inspect or monitor the provisioning of the mDL but may do so to ensure proper performance of the mDL features and attempt to prevent criminal activity. Such inspection may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed, or stored by you or by TRD. 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 TRD may disclose information about you to other persons or organizations when TRD is required or authorized to do so by state or federal law and/or regulations.

By provisioning your mDL through the Digital Wallet, you are sending information to TRD and giving TRD 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. The Digital Wallet provider may also provide additional information to TRD to assist with the completion of your application for the mDL to TRD. This information may be retained by TRD to ensure the authenticity of your application.

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

The information supplied to TRD 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 TRD to finalize the verification of your identity to provision the mDL to the Digital Wallet.

Information sent to TRD will become part of TRD records related to your existing TRD records and/or Credential. TRD uses all information provided in accordance with State and Federal laws, including NMSA 1978 66-2-7.1 and 18 U.S.C. § 2721, et. seq.

TRD relies on information from the Digital Wallet provider to verify eligibility for provisioning the mDL to the Digital Wallet. TRD 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 Digital Wallet provider and TRD. You agree that by using the mDL, you

hereby consent to TRD sharing information (including information that may personally identify you) with the Digital Wallet provider to facilitate use of the mDL. You further agree that TRD may share non-personal information with the Digital Wallet provider to improve the Digital Wallet service. TRD does not control the privacy and security of your information that may be held by the Digital Wallet provider; that is governed by the privacy policy provided to you by the Digital Wallet provider. For additional information on TRD privacy practices, please review our "Privacy Statement" on our website at mvd.newmexico.gov/contact-us/privacy-and-security.

Data related to verifying your information may be shared with the Digital Wallet provider and TRD 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 use of the data by the Digital Wallet Provider and storing the data provided by you through the Digital Wallet on their servers or within their network. TRD 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. TRD does not warrant the information or services provided herein or your use of the mDL for any particular purpose. TRD disclaims any and all warranties, expressed or implied, including but not limited to, warranties of title, non-infringement, and merchantability or fitness for a particular purpose. TRD 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. TRD 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.

TRD 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, delay, 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 TRD, 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 TRD or of any vendor providing software or services, in no event will TRD 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 TRD 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. TRD cannot and does not guarantee continuous, uninterrupted or secure access to the mDL.

In no event will TRD 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 TRD 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 TRD's defense of any claim. TRD 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 TRD.

Miscellaneous

These Terms shall be governed by and construed in accordance with the laws of the State of New Mexico, 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 shall be in the First Judicial District Court of Santa Fe County, Santa Fe, New Mexico. 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 effect 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 TRD and you with respect to the mDL and supersede all prior or contemporaneous communications, agreements, and understandings between TRD and you with respect to the subject matter hereof.

TRD 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 August 22,2024.