

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 Hawaii (Credential”) by the Licensing Authority, as defined below, to an application (Digital Wallet”) that will allow you to present the digital or mobile form of your Credential (mDL”) to verify to the extent permitted by Federal and/or State laws 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. Licensing Authority shall mean the examiner of drivers designated by the chief executive of each county pursuant to Hawaii Revised Statutes (HRS) section 286-101. The Licensing Authority reserves the right to amend, delete, and/or supplement, in whole or in part, 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 Hawaii, and your Credential is valid and unexpired. If the mDL has already been added to the Digital Wallet, the Licensing Authority may remove the mDL if your Credential is expired or if it has been cancelled, suspended, or revoked.

Hawaii 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. 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. The Licensing Authority does not control the use or acceptance of the mDL beyond its use at the Licensing Authority. The mDL may not be accepted at all places where the physical Credential is required.

By submitting information to the Licensing Authority 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 the Licensing Authority 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 the Licensing Authority.

You agree that only your mobile device service carrier or Digital Wallet provider is responsible for its products and services. Although the Licensing Authority is the provider of the mDL, the Licensing Authority has no control over the use of the Digital Wallet. The Licensing Authority 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.

You understand and agree that the issuance of and/or use of an mDL does not confer a property right or interest in the mDL and that the use of the mDL is a privilege granted by the Licensing Authority that may be revoked at any time with or without prior notice. All holders of an mDL are advised to maintain in his/her possession, custody and/or control the physical Credential at all times and that the use of the mDL is understood to be a convenience and privilege to the holder.

Suspension/Removal of the mDL. The Licensing Authority 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 the Licensing Authority and the City and County of Honolulu Department of Information Technology (DIT) systems or 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, the Licensing Authority may suspend, cancel, or revoke the mDL at any time without notice. You agree that the Licensing Authority 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 the Licensing Authority and DIT 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. The Licensing Authority and DIT are not liable for any loss or damage you may incur in the event of such interception or security breach.

The Licensing Authority reserves the right to inspect the mDL at any time to ensure proper functioning and confirmation of accurate data. Such inspection may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed, or stored by you or by the Licensing Authority and DIT. If inspection or fraud detection processes reveal possible evidence of criminal activity, such evidence may be provided to law enforcement personnel. You understand and agree that the Licensing Authority may disclose information about you to other persons or organizations when the Licensing Authority is required or authorized by State or Federal law and/or regulations. You also understand and agree that you consent to the inspection of the mDL at any time by the Licensing Authority pursuant to this paragraph and that you will provide access to the mobile device on which the mDL is located.

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

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

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

Information sent to the Licensing Authority will become part of the Licensing Authority records related to your existing Licensing Authority records and/or Credential. The Licensing Authority uses all information provided in accordance with State and Federal laws.

The Licensing Authority relies on information from the Digital Wallet provider to verify eligibility for provisioning the mDL to the Digital Wallet. The Licensing Authority and DIT are 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 the Licensing Authority. You agree that by using the mDL, you hereby consent to the Licensing Authority sharing information (including information that may personally identify you) with the Digital Wallet provider to facilitate use of the mDL. You further agree that the Licensing Authority may share non-personal information with the Digital Wallet provider to improve the Digital Wallet service. The Licensing Authority 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 the Licensing Authority privacy practices, please review our "Privacy Statement" on our website.

Data related to verifying your information may be shared with the Digital Wallet provider and the Licensing Authority 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. The Licensing Authority 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 related to the mDL are provided on an "AS IS," and "AS AVAILABLE" basis. The Licensing Authority does not warrant the information or services provided herein or your use of the mDL for any particular purpose. The Licensing Authority 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. The Licensing Authority 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. The Licensing Authority 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.

The Licensing Authority or its affiliates 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 the Licensing Authority, 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 the Licensing Authority or its affiliates, in no event will the Licensing Authority 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 the Licensing Authority 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. The Licensing Authority cannot and does not guarantee continuous, uninterrupted or secure access to the mDL.

In no event will the Licensing Authority or its affiliates be liable to you or anyone else for any loss or injury.

By accessing the mDL, you agree to indemnify, defend and hold the Licensing Authority or its affiliates harmless from and against any actual or alleged claims, demands, causes of action, judgments, damages, injuries, 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 the mDL; or (g) your authorization of anyone else to use the mDL. You will cooperate as fully and as reasonably required in the Licensing Authority's defense of any claim. The Licensing Authority 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 the Licensing Authority.

Miscellaneous

These Terms shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to conflict of law 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 First Circuit Court, State of Hawaii. 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 the Licensing Authority and you with respect to the mDL and it supersedes all prior or contemporaneous communications, agreements and understandings between the Licensing Authority and you with respect to the subject matter hereof.

The Licensing Authority 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 June 2024.