

Samsung Wallet Terms and Conditions

West Virginia 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 West Virginia (“credential”) through the West Virginia Division of Motor Vehicles (WV 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 West Virginia law. The WV 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

Your 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 West Virginia, and your credential is valid. If the mDL has already been added to the Digital Wallet, WV DMV may remove the mDL if your credential has expired for more than three (3) year or if it has been canceled, suspended, or revoked.

West Virginia 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. The WV DMV does not control the use or acceptance of the mDL beyond its use at a WV DMV Regional Office. The mDL may not be accepted at all places where the physical credential is required.

By submitting information to the WV 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. The WV 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 WV DMV.

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 the WV 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 the WV DMV.

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

The WV 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 the WV 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, the WV DMV may suspend, cancel, or revoke the mDL at any time without notice. You agree the WV 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 digital data that passes between your Wallet Provider and the WV 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. The WV 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. The WV DMV does not monitor the use of the Digital ID. However, in the event of suspicion of criminal activity, WV DMV 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 WV DMV. 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 the WV DMV may disclose information about you to other persons or organizations when the WV DMV is required or authorized by state or federal law and/or regulations.

By provisioning your mDL through the Digital Wallet you are sending information to the WV DMV and giving the WV 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.

WV DMV use of data

The information provided to the WV DMV to provision the mDL to the Digital Wallet will not be sold or used for monitoring or tracking purposes. The information supplied to the WV 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 the WV DMV to finalize the verification of your identity to provision the mDL to the Digital Wallet.

Information sent to the WV DMV may become part of WV DMV records related to your existing WV DMV records and/or credential. WV DMV uses information provided in accordance with State and Federal laws, including WV Motor Vehicle Laws § 17B-2-14 and 18 U.S.C. § 2721, *et. seq.*

WV DMV relies on information from the Digital Wallet provider to verify eligibility for provisioning the mDL to the Digital Wallet. The WV 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 WV 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 the WV 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 the WV DMV may share non-personal information with the Digital Wallet provider to improve the Digital Wallet service. The WV 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. WV 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 WV 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. WV 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. The WV DMV does not warrant the information or services provided herein or your use of the mDL for any particular purpose. WV 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. WV 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. WV 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.

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

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

Miscellaneous

These Terms shall be governed by and construed in accordance with the laws of the State of West Virginia, 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 West Virginia. 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 WV DMV and you with respect to the mDL, and it supersedes all prior or contemporaneous communications, agreements, and understandings between WV DMV and you with respect to the subject matter hereof.

WV 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 January 14, 2025.