

## E-ZPass Business Account Terms and Conditions

These terms and conditions, together with your *E-ZPass* application ("Application"), constitute your *E-ZPass* Agreement ("Agreement"). *E-ZPass* is an electronic toll collection system that allows you to pre-pay charges incurred at *E-ZPass* facilities. New York *E-ZPass* is operated under the auspices of the MTA Bridges and Tunnels, the New York State Thruway Authority, and the Port Authority of New York and New Jersey. Your *E-ZPass* account ("Account") will be operable on all *E-ZPass* facilities, regardless of location. Your Account will be assigned to one of the abovementioned New York entities and your Agreement is with that particular entity. Identification of the New York entity to which your account has been assigned and with which you have your Agreement appears on your *E-ZPass* tag(s) ("Tag"). Please read these terms and conditions and keep them for your records. When you open your *E-ZPass* Account and the *E-ZPass* Tag(s) is used, you agree as follows:

### 1 GENERAL

- Failure to comply with this Agreement may result in termination of your Account.
- You may not assign the obligations or benefits of this Agreement.
- Failure to pay Account charges may result in penalties as provided by law.
- You must approach and pass through *E-ZPass* lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Tag.
- You must comply with all applicable traffic laws, regulations, signs, signals, and directions of toll collectors and law enforcement officers.

### 2 TAG USE

- You may use the Tag on the vehicle(s) specifically listed on your Application.
- In accordance with Section 5 herein, you must surrender a Tag immediately upon request.
- When you use the Tag at any *E-ZPass* facility, you authorize *E-ZPass* to debit your Account for charges incurred.
- If you use the Tag on facilities other than New York *E-ZPass* facilities, you are subject to the laws and regulations governing such use.
- You must maintain a sufficient balance in your Account, and may not permit Tag use unless a sufficient balance is maintained.

### 3 YOUR ACCOUNT

- You must maintain a prepaid amount in your Account to cover applicable charges to your Account. Applicable charges, if any, will be deducted from your Account each time the Tag is used. *E-ZPass* will also deduct from your Account applicable administrative fees incurred pursuant to this Agreement.
- Your account will be assessed a monthly tag fee in the amount of \$0.50 per Tag.
- No interest will be paid on balances in your Account.
- You will receive a periodic statement unless there are no transactions and no financial activity in your Account during the applicable period covered by such statement.
- You will be charged a fee for any request to retrieve a statement previously provided.
- Administrative fees may be billed directly to your Account. In addition to any other remedies you may have at law, you may contest the imposition of charges or administrative fees to the *E-ZPass* Customer Service Center. Such challenge must be in writing and must be made within 180 days from the date of the transaction.

### 4 ACCOUNT PRE-PAYMENT

- You must pay a minimum prepaid amount sufficient to pay Account charges for a one-month period.
- Your Account will be replenished by your prepaid amount when your Account balance decreases to or below the replenishment point specific to your payment method. You may choose to replenish your Account in one of the following ways:
  - Authorizing *E-ZPass* to automatically charge your credit card for all charges to your Account.
  - Checks (or Money Orders) made payable to *E-ZPass*. A returned check fee of \$25 will be charged for each check returned to *E-ZPass* unpaid by your bank.
  - Cash payments made only in U.S. dollars, or in Canadian dollars at the exchange rate *E-ZPass* may determine. DO NOT SEND CASH BY MAIL.
- An Account analysis is performed on all new Accounts 35 days from the first Tag use and periodically thereafter. If your monthly use is consistently above or below your prepaid amount, *E-ZPass* will adjust your prepaid amount to approximate a month's level of use.
- If you have chosen to replenish your Account with a credit card, you may enroll in the *E-ZPass Plus* program. This Program allows you to use your Tag at authorized *E-ZPass Plus* facilities. If your Tag is used to incur *E-ZPass Plus* charges, then *E-ZPass* may charge your credit card that amount. Such credit card charges may be different from your replenishment amount and charged to your credit card at any time. By participating in *E-ZPass Plus* you consent to the release of your name and address to *E-ZPass Plus* facility operators for collection purposes. If you choose to participate in *E-ZPass Plus*, you must notify the *E-ZPass* Customer Service Center.
- Depending on usage or other charges to your Account, there may be more than one replenishment transaction in one statement period.

### 5 VIOLATIONS

- If you use the Tag when your Account is in a negative balance, suspended or revoked, or after the Tag has been reported lost or stolen, you may incur an administrative fee of up to \$50 per occurrence; be charged the full undiscounted charge; and/or be asked to surrender the Tag to *E-ZPass* via certified mail or to plaza personnel.

- If you use the Tag in a vehicle other than one of the class for which the Tag is designed, you may incur administrative fees of up to \$50 per occurrence; and/or be asked to surrender the Tag to *E-ZPass* via certified mail or to plaza personnel. Such continued misuse may result in revocation of your Account.
- If you attempt to use the Tag without properly attaching it to your vehicle, you may incur an administrative fee of up to \$50 per occurrence.

### 6 LOST/STOLEN OR NON-OPERATIONAL TAGS

You will not be liable for unauthorized Tag use that occurs after you notify *E-ZPass*, orally or in writing, of loss, theft or possible unauthorized use. However, for the replacement of a lost, stolen, defaced or damaged Tag, you will be charged \$23.00 for interior Tags and \$33.00 for exterior Tags. If the Tag is non-operational for reasons other than abuse or improper use, and the Tag is returned to the *E-ZPass* Customer Service Center, *E-ZPass* will replace the Tag at no charge.

### 7 DISCLAIMER

You acknowledge that *E-ZPass* and all entities providing *E-ZPass* services have not made, and expressly disclaim any representation or warranty, express or implied, relating to the Tag including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that *E-ZPass* and all entities providing *E-ZPass* services will have no obligation or liability whatsoever to you with respect to your use of or the performance of the Tag. You agree to indemnify and hold harmless *E-ZPass* and all entities providing *E-ZPass* services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the Tag.

### 8 TERMINATION

You may terminate this Agreement at any time by returning all Tags and notifying *E-ZPass* in writing. Tags should be returned to an *E-ZPass* Customer Service Center in person or by certified mail. Tags remain the property of the agencies providing *E-ZPass* services. Upon termination and return of the Tag(s), your Account balance, if any, will be refunded to you. All outstanding charges will be deducted prior to such refund.

### 9 COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by *E-ZPass* and all entities providing *E-ZPass* services to collect any monies due under the terms of this Agreement.

### 10 MODIFICATIONS

*E-ZPass* may change the terms of this Agreement at any time by advance written notice. Such modified terms shall take effect on the date specified therein. The invalidity of any term or terms of this Agreement shall not effect any other term of this Agreement, which shall remain in full force and effect.

### 11 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. You agree to inform *E-ZPass* of any changes to the information provided by you in your Application, such as:

- Address,
- Vehicle information,
- Credit card account status (i.e., closed account, maximum credit use),
- Expiration date of credit card account, or
- Payment method.

### 12 NON-DISCLOSURE

*E-ZPass* respects the privacy of all Account holders. Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of *E-ZPass* and the entities providing *E-ZPass* services.

### 13 INQUIRIES AND CORRESPONDENCE

Please send all correspondence, payments, Tag returns, or violation inquiries to:

#### *E-ZPass* Customer Service Center

**Applications:**  
PO Box 149001  
Staten Island, NY 10314-9001

**Violations:**  
PO Box 15186  
Albany, NY 12212-5186

**Payments:**  
PO Box 15185  
Albany, NY 12212-5185

**Correspondence:**  
PO Box 15187  
Albany, NY 12212-5187

### 14 SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Cost of Tag if damaged, lost or stolen:	Interior	\$23.00
	Exterior	\$33.00
Returned check fee		\$25.00
Duplicate copy of statement		\$ 2.00
Tag misuse/violation administrative fees	Up to	\$50.00
Tag retention fees	Up to	\$25.00
Monthly Tag fee		\$.50 per tag
Account Revocation Fee		\$25.00

*E-ZPass* and the entities providing *E-ZPass* services reserve the right to assess additional fees.