

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 pay charges incurred at E-ZPass facilities. New York E-ZPass is operated under the auspices of the Triborough Bridge and Tunnel Authority ("TbTA") (also known as MTA Bridges and Tunnels), the New York State Thruway Authority ("NYSTA"), and the Port Authority of New York and New Jersey ("PANYNJ") separately referred to herein as an agency and collectively referred to as agencies. Your E-ZPass Account ("Account") will be operable on all E-ZPass facilities, regardless of location, and accessible to all agencies. Your Account will be assigned to one of the abovementioned agencies, and your Agreement is with that particular agency. Your Agreement may be reassigned to another agency at any time. Identification of the agency 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 Account or use your E-ZPass Tag, you agree to the following terms and conditions:

1) GENERAL

- a. Failure to comply with this Agreement may result in termination of your Account.
- b. You may not assign the obligations or benefits of this Agreement.
- c. Failure to pay charges to your Account may result in penalties as provided by law.
- d. 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.
- e. You must comply with all applicable traffic laws, regulations, signs and signals, and the directions of toll collectors and law enforcement officers.

2) TAG USE

- a. You may use the Tag on the vehicle(s) specifically listed on your Application.
- b. You may only use the Tag on a vehicle class that corresponds to the class of Tag provided to you by E-ZPass.
- c. 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 the charges incurred.
- d. If you use the Tag on E-ZPass facilities other than New York E-ZPass facilities, you are subject to the laws and regulations governing use at such facilities.
- e. You must maintain a sufficient balance in your pre-payment Account, and may not use the Tag or permit Tag use unless a sufficient balance is maintained.
- f. You must properly install your Tag in or on your vehicle pursuant to the mounting instructions provided with your Tag(s). Failure to do so may result in your Tag not being read in the lane, the gate not being raised at some facilities, and may result in a violation for which you may be assessed administrative fees or other penalties as provided by law. Failure to properly mount your Tag may also result in images being taken of your license plate to identify the registered owner and the addition of your license plate to your Account based on motor vehicle registration records. These images may be used to post toll charges at the cash rate and/or additional administrative fees to your Account.

3) YOUR ACCOUNT

- a. You must maintain a prepaid amount in your pre-payment Account to cover applicable charges to your Account.
- b. Applicable charges, if any, will be deducted from your Account each time the Tag is used.
- c. E-ZPass may deduct from your Account applicable administrative fees incurred pursuant to this Agreement.
- d. Your account will be assessed a monthly tag fee in the amount of \$0.50 per Tag.
- e. Your Account may be suspended upon outstanding violations and/or for failure to pay administrative fees.
- f. No interest will be paid on balances in your Account.
- g. 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. It is your obligation to review such statements and follow the procedure in Section 6 if you wish to dispute any charges.
- h. You will be charged a fee for any request to retrieve a statement previously provided.
- i. E-ZPass, in its discretion, may receive updated information about your credit card, including new account numbers and expiration dates, from the financial institution issuing the card.
- j. E-ZPass, in its discretion, may receive updated banking information including routing numbers, account numbers, and account type, from your financial institution.
- k. E-ZPass, in its discretion, may receive updated information about your address from the United States Postal Service.

4) ACCOUNT PRE-PAYMENT

- a. You must pay a minimum prepaid amount sufficient to pay charges to your Account for a one-month period.
- b. Your Account must be replenished by your prepaid amount when your Account balance decreases to or below the replenishment point specific to your Account. The date on which your Account will be replenished will vary based upon Account activity. You may choose to replenish your Account in one of the following ways:
 1. Authorizing E-ZPass to automatically charge your credit card or automatically withdraw funds from your checking account for all charges to your Account.
 - a. For customers using checking account for auto replenishment:
 1. You agree and are aware that you are pre-authorizing E-ZPass to withdraw funds from your bank account each time your Account balance decreases to or below the replenishment point specific to your Account.
 2. You agree and are aware that the amount of the Automatic Clearing House (ACH) withdrawals from your checking account to cover your tolls and fees may vary between \$0.01 and \$99,000.00 depending upon your E-ZPass account activity.
 2. Checks (or Money Orders) made payable to E-ZPass in U.S. dollars only. A returned check fee of \$25 will be charged for each check returned to E-ZPass unpaid by your bank.
 3. Cash payments made at an E-ZPass Customer Service Center only in U.S. dollars, or in Canadian dollars at the exchange rate E-ZPass may determine.

DO NOT SEND CASH BY MAIL.

- c. An Account analysis is performed on all new Accounts 35 days from the first Tag use and every 90 days thereafter. If your monthly use is consistently above or below your prepaid amount, E-ZPass will adjust your prepaid amount to approximate a one-month level of use.
- d. 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.
- e. Depending on usage or other charges to your Account, there may be more than one replenishment transaction within one statement period.

5) VIOLATIONS

- a. 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 \$100 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.
- b. If you use the Tag in a vehicle other than one of the class for which the Tag is designated, you may incur administrative fees of up to \$100 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.
- c. If you attempt to use the Tag without properly attaching it to your vehicle, you may incur an administrative fee of up to \$100 per occurrence.
- d. Failure to respond to Notices of Violation may result in referral to a collection agency, imposition of additional fees and charges and/or suspension of your vehicle registration by the New York State Department of Motor Vehicles under 15 NYCRR 127.14.

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, if a Tag is reported lost, stolen, or found to be defaced or damaged, you will be charged \$16.00 for interior Tags and \$22.00 for exterior Tags. If the Tag is non-operational for reasons other than abuse or improper use, and the Tag is returned to an E-ZPass Customer Service Center, E-ZPass will replace it at no charge.

7) DISCLAIMER

You acknowledge that E-ZPass and all agencies 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 agencies 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 agencies 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 requesting such termination in writing and returning the Tag(s) to E-ZPass. 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. Once all outstanding charges have been deducted from your Account following your termination of this Agreement and return of the Tag(s), any remaining balance will be refunded to you. Such refund will be made in the form of a check or credit to your credit card, depending on the manner in which you have chosen to replenish your Account balance.

9) COLLECTION OF EXPENSES

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

10) MODIFICATIONS

The agency to which your Account is assigned 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 affect 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.

12) CHANGES

You agree to inform E-ZPass of any changes to the information provided to E-ZPass, including, but not limited to:

- Address,
- Vehicle information,
- Credit card account information (i.e., number, expiration date),
- Checking account information,
- Payment method,
- Email address,
- Phone numbers.

13) NON-DISCLOSURE

E-ZPass respects the privacy of all Account holders. Account information may be shared among the agencies, but it will not be disclosed to third parties without your consent except as required or permitted by law and the policies of E-ZPass services.

14) PAYMENTS, TAGS AND CORRESPONDENCE

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

E-ZPass Customer Service Center

Applications and Returned Tags:

PO Box 149001
Staten Island, NY 10314-9001

Violations:

PO Box 15186
Albany, NY 12212-5186

Account Replenishment Payments:

PO Box 15185
Albany, NY 12212-5185

Correspondence:

PO Box 15187
Albany, NY 12212-5187

15) SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Monthly Tag fee	\$ 0.50 per tag
Cost of Tag if defaced, damaged, lost or stolen	Interior \$16.00 Exterior \$22.00
Bank declined ACH payment transaction	Up to \$25.00
Returned check fee	\$25.00
Monthly statement by mail, annual fee	\$ 6.00
Duplicate copy of Statement	\$ 2.00
PANYNJ monthly Account service fee	\$ 1.00
Account revocation fee	\$25.00
Tag retention fee	\$25.00
Other Tag misuse/violation administrative fees	Up to \$100.00

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