E-ZPass FLEX

E-ZPass Flex Transponders provide additional functionality to permit Users to identify when their vehicle can be classified as High Occupancy Vehicle (HOV) for the purposes of obtaining a discount on those facilities that support the additional Flex functionality. Any User of Flex Transponders agrees:

a) To only operate the HOV switch when it is safe to do so.

b) That the use of the HOV functionality of E-ZPass defeating Transponders results in a toll violation, the User is subject to the full (non-discounted) toll and any administrative fees.

c) To proactively maintain a positive Flex Account balance.

d) That failure to maintain a positive E-ZPass Account balance could result in unpaid tolls, denied passage, violations, administrative fees, and/or a court summons depending on the circumstances.

e) To provide and maintain an up-to-date email address and/or phone number in order to receive electronic notifications of unpaid tolls.

t) To promptly update payment information for auto-replenish accounts when credit card numbers, expiration dates or bank account details change.

g) To promptly update license plate information for all vehicles that may use the E-ZPass Account and remove license plates for vehicles no longer associated with the account.

h) That the E-ZPass Service Center shall have no obligation or liability to the User with respect to use or performance of the Transponder. User agrees to indemnify and hold the E-ZPass Service Center, the Commonwealth of Virginia, and all other operating agencies, their agents, representatives and respective employees harmless from and against any and all damage, loss, cost, expense, injury or liability relating to, arising from, or as a result of the use of, or the performance of the Transponder, or as a result of inaccurate User Account information.

i) To promptly respond to any and all charges arising from the use of each Transponder until such time as User either surrenders the Transponder or reports it lost/stolen to the E-ZPass Service Center.

j) Tousle the Transponder only for the vehicle class for which it was issued. Use of the Transponder on a vehicle with a different number of axles, vehicle weight (over or under 700 lbs), or tire configuration (duals) is a violation of this Agreement, may be a violation of applicable law and may result in additional charges, including administrative fees, court penalties, and fines.

k) The Flex will function as a standard Transponder regardless of switch position on Toll Facilities which do not support the Flex functionality.

l) Flex Transponder users who have not used their Flex functionality for HOV discounted transactions on Virginia High Occupancy Toll (HOT) or Express Lanes for any prior twelve month period will be required to exchange the Flex Transponder for a standard Transponder (at no cost) or be subject to the time of the transponder functionality upgrade charge of $20. Transponders obtained prior to October 3, 2014 are exempt from this provision.

ACCOUNT INACTIVITY

Users who do not use their Account for toll payment for a period of six months may be subject to Account termination.

RETAIL TRANS-PONDERS

E-ZPass On-the-Go Transponders shall be used on two axle passenger vehicles only. E-ZPass On-the-Go Transponders must be registered by providing E-ZPass Account holder information in order to obtain the full balance. Failure to register an On-the-Go Transponder within 48 hours of first use may result in the invalidation of the Transponder. It may take up to 48 hours after registration to reactivate an invalid Transponder.

TOLLS, CHARGES AND FEES

An E-ZPass User’s Prepaid Account will be reduced by charges for:

a) Applicable tolls charged each time the Transponder is used to obtain pass on, continue on, or exit from an E-ZPass or participating E-ZPass collection area.

b) Returned check fees of $35.

c) Any other fees or costs charged under this Agreement, including but not limited to optional statement fees, payment delay fees, lost or stolen transponder fees, or tolls and processing fees associated with license plates in User’s account.

REPLENISHMENT THRESHOLD

A Low Balance occurs whenever the Account balance drops to or below the established Account Replenishment Threshold (minimum $100 per Transponder). The initial Replenishment Threshold should be based on at least three months of anticipated transponder usage. The Service Center reserves the right to increase the Replenishment Threshold based on User’s usage patterns to aid in the maintenance of the Account(s).

ACCOUNT REPLENISHMENT

Whenever the Account balance drops to or below the Replenishment Threshold, User agrees to replenish Account by one of the following methods:

a) Automatic Account replenishment by credit/debit card or ACH (direct bank debit): User’s credit/debit card or bank account registered in the Account will be charged a Replenishment Amount. The Replenishment Amount will be either the average monthly usage plus $35 or $35, whichever is greater. The Customer Service Center reserves the right to increase the Account Replenishment Amount to compensate for usage patterns without notifying the User. If a credit/debit card or automatic checking account debit is declined more than once, User may become ineligible for automatic replenishment.

b) Manual Account replenishment: User should replenish their Account once it reaches Low Balance in order to maintain a positive balance and avoid interruption in service.

LOST OR STOLEN TRANSPENDER

User must notify the E-ZPass Service Center immediately of any lost or stolen Transponder, identifying the Transponder by serial number. Until the E-ZPass Service Center is notified, the User will continue to be responsible for charges. Once notified, the Service Center will invalidate the Transponder. The User shall be responsible for the cost of the lost or stolen Transponder ($20 for each Standard Transponder and $35 per Flex Transponder) unless a claim is filed and the User is determined to be not at fault. Any unresolved negative balance shall be subject to further collection procedures and/or legal action.

DAMAGED TRANSPENDER

The E-ZPass is the property of VDOT. Any Transponder that has been altered, damaged or damaged in any manner will result in a fee of $10.00 for each Standard Transponder and $20.00 for each Flex Transponder.