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 E-ZPass Flex Transponders 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 a one-time transponder functionality upgrade charge of $0.

c) 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.

d) That the E-ZPass Service Center shall not be liable for any balances remaining in the User’s E-ZPass Account as a result of an improper change to the E-ZPass Account information.

e) To use the E-ZPass Service Center to cover User’s applicable tolls, parking, or road use fees, regardless of how the account was created prior to the twelve (12) month period.

ACCOUNT TERMINATION
The E-ZPass Service Center or E-ZPass User may terminate this Agreement at any time. Upon termination of this Agreement, the account will be closed and the User must promptly return all Transponders (in original condition, less normal wear to the E-ZPass Service Center. Users failing to return Transponders shall be assessed lost/stolen fees. A refund will be processed within 30 days for any balance remaining in the User’s E-ZPass Account, less any amounts owed under this Agreement. If the User’s account balance is insufficient to cover charges, the User will be liable for all such amounts, and may become liable for additional service charges, fines, or penalties in accordance with applicable law if such unpaid charges are not promptly paid. Any unresolved negative balance shall be subject to further collection procedures and/or legal action.

ACCOUNT INACTIVITY
An E-ZPass User who does not use their Account for toll payment for a period of twelve (12) months may be subject to Account termination.

REPLENISHMENT
A Low Balance occurs whenever the Account balance drops to or below the established Account Replenishment Threshold (minimum $20.00 per transponder, whichever is greater). The Customer 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 or $35.00 per Lanes, whichever is greater. To be eligible to receive replenishment, User must notify the Customer Service Center at least 30 days prior to the Replenishment Amount due date. The Replenishment Amount will be assessed to the User’s credit/debit card or bank account. The Customer Service Center reserves the right to increase the Account Replenishment Amount to compensate for usage patterns without notifying the User. 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 shall replenish their Account once it reaches Low Balance in order to maintain a positive balance and avoid interruption in service.

LOST OR STOLEN TRANSPONDER
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 User 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 ($35.00 for each Standard Transponder and $20.00 for each Flex Transponder). The fee will be waived if the User provides a copy of an official police report indicating that the Transponder was stolen.

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