

Virginia E-ZPass Customer Agreement

AGREEMENT

Subject to the terms and conditions of this Agreement, the *E-ZPass* Customer Service Center (Service Center) agrees to provide a Transponder (*Standard E-ZPass* or *E-ZPass Flex*) to the User who in turn may use it to obtain passage on toll roads accepting *E-ZPass*.

TERMS AND CONDITIONS

GENERAL

User agrees:

- a) The Transponder is the property of VDOT and shall be returned.
- b) To install the Transponder in accordance with the Transponder Installation Instructions. If failure to properly install the Transponder 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 *E-ZPass* 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 cell phone number in order to receive electronic notifications of unpaid tolls.
- f) To promptly provide updated 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 be fully responsible for 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) To use 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 7000 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.
- k) To maintain a safe following distance of at least one vehicle length when passing through tolling points.
 - l) Not to dispute toll charges that are more than 120 days old.
 - m) That NO RECEIPT will be given at the lane for *E-ZPass* transactions.
 - n) To provide the *E-ZPass* Service Center with current, accurate and complete personal information to include, name, phone number(s), mailing address, email address, driver's license number and State, replenishment information, vehicle information, and license plates for all vehicles that will use the Transponder, and provide accurate and complete updates when information changes.
 - o) That any account with five (5) or more Transponders will be required to utilize automatic replenishment.
 - p) Not to exceed posted speeds at toll plazas and posted speed limits on open road toll facilities with no toll plazas.
 - q) Not to travel with more than one Transponder in a single vehicle.
 - r) To be fully aware of any specific Facility Terms of Use prior to use of the transponder on that Toll Facility.

PREPAID ACCOUNT

User agrees to maintain a Prepaid Account with the Service Center to cover User's applicable tolls, charges and fees as described in this Agreement. Failure to maintain a positive balance shall constitute a breach of this Agreement and may subject the User to the loss of discounts, administrative costs, any unpaid toll charges as determined by the Virginia Department of Transportation (VDOT), the Toll Facility or any State where usage occurred, and termination of this agreement. User agrees that it is their responsibility to monitor their usage and account balance. *E-ZPass* provides a variety of means for checking account balances (including but not limited to quarterly and monthly statements, online review, and low balance yellow light indicators at some locations) and will attempt to notify the customer via balance alerts as a courtesy. *E-ZPass* shall not be responsible for any consequences arising as a result of failure to maintain a positive Account balance. User shall be responsible for any violations, fees, claims, tolls and/or any other charges assessed as a result of failure to maintain a positive balance. No interest shall be paid on Prepaid Account balances.

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 transponder in HOV mode with less than the required number people in the vehicle on a Toll Facility offering a corresponding discount may result in enforcement by the Virginia State Police and additional charges, including administrative fees, court penalties and fines.
- c) The *Flex* will function as a standard Transponder regardless of switch position on Toll Facilities which do not support the *Flex* functionality.
- d) *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 six 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 \$10. Transponders obtained prior to October 1, 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 TRANSPONDERS

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 *E-ZPass 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 passage on, continue upon, or exit from an *E-ZPass* or participating *E-ZPass* collection area.
- b) Returned check fees of \$35
- c) Any other fees or costs chargeable under this Agreement, including but not limited to optional statement fees; payment decline fees; lost, stolen or damaged 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 \$10.00 per Transponder). The initial Replenishment Threshold should be based on at least three days of anticipated 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 or \$35.00 per transponder, 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 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* 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 (\$10.00 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.

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 Transponder(s) in original condition, less normal wear to the *E-ZPass* Service Center. Users failing to return transponder 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.

Any unclaimed positive balances will be treated as unclaimed property in accordance with the laws of the Commonwealth of Virginia.

PRIVACY POLICY

It shall be the policy that VDOT shall only collect and retain *E-ZPass* User information that is absolutely necessary and essential in order to properly conduct and record *E-ZPass* financial transactions. Information collected by VDOT relative to individual *E-ZPass* customer usage shall only be released:

- a) In response to a bona fide court order/subpoena for information;
- b) At the request of the individual *E-ZPass* Account owner(s); or
- c) To collect unpaid tolls or negative Account balance.

VDOT may provide *E-ZPass* User usage data in summary form to assist in transportation research. However, under no circumstance will individual customer information be disclosed to any nonaffiliated third parties for use in telemarketing, direct mail marketing, or other marketing through electronic mail to customers. VDOT is subject to federal and state statutory requirements and may amend its *E-ZPass* privacy policy at any time without notice in accordance with applicable statutory requirements.

OTHER TERMS AND CONDITIONS

It is expressly understood and agreed that an *E-ZPass* User authorizes the *E-ZPass* Service Center to access User's credit card, debit card or ACH and make charges authorized under this Agreement. An *E-ZPass* User expressly understands and agrees that the *E-ZPass* Service Center shall not be liable to an *E-ZPass* User for any damages resulting from these actions. Additionally, the *E-ZPass* Service Center shall not be liable for:

- a) Any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenues, profits or savings, even if the *E-ZPass* Service Center knew or should have known of the possibility of such damages; or
- b) Claims, demands, or actions against an *E-ZPass* User by any person, corporation, or other legal entity resulting from the use of the Transponders, credit report inquiry, check authorization and/or charging of the *E-ZPass* User's credit card, debit or check card. *E-ZPass* Users who elect to provide funds via automatic draft drawn directly against account deposits agree to be responsible for the adequacy of those funds to satisfy all amounts drawn against them.

The *E-ZPass* Service Center may change the terms of this Agreement at any time by providing electronic or written notice to the *E-ZPass* User. If the *E-ZPass* is used after an *E-ZPass* User receives notice of the new terms of this Agreement, then the *E-ZPass* User shall be bound by the new *E-ZPass* terms. For purposes of this Agreement, the *E-ZPass* User shall be deemed to have received notice 10 days after the notification of changes is either emailed or deposited with the United States Postal Service, postage prepaid, addressed to the *E-ZPass* User at the most recent address registered on the *E-ZPass* User's Account record at the *E-ZPass* Service Center.

The captions used in this Agreement have been inserted for convenience and for reference only and shall not be deemed to limit or define the text of this Agreement. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected. **For the purpose of giving any and all notice(s) to the *E-ZPass* Service Center required under the provisions of this Agreement, User shall use the following mailing address:**

***E-ZPass* VA Customer Service Center
P.O. Box 1234
Clifton Forge, VA 24422-1234**