

E-ZPass CUSTOMERS RECEIVE THE FOLLOWING DISCOUNTS:

- Off-peak and peak discounts at all PA crossings and commuter and energy efficient vehicle discounts available
- Discount off Thruway tolls
- Discounted tolls at MTA Bridges and Tunnels
- Resident discount at Verrazzano-Narrows, Marine-Parkway-Gil Hodges Memorial, and Cross Bay Veterans Memorial Bridges
- Discount off Peace Bridge tolls

Please visit the E-ZPass NY website at www.e-zpassny.com for more information on the discount plans offered.

If any of the plans listed benefits you, fill in the corresponding Plan Code provided and dollar amount (if applicable), in section 4 of the E-ZPass application attached.

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 New York State Bridge Authority ("NYSBA"), 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 above mentioned agencies and your Agreement is with that particular agency. Your Agreement may be reassigned to another agency at any time. Identification of the agency 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 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 toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Account, and/or other penalties as provided by law.
- 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 only use the Tag on a vehicle class that corresponds to the class of Tag provided to you by E-ZPass.
- b. In accordance with Section 5 herein, you must surrender a Tag immediately upon request.
- c. 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 may be suspended based upon speed infractions, outstanding violations and/or for failure to pay administrative fees.
- e. No interest will be paid on balances in your Account.
- f. 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.
- g. You will be charged a fee for any request to retrieve a statement previously provided.
- h. You may suspend the following monthly use plans for a minimum of one week and extend the monthly period for calculating the minimum commuter trip charge by calling 1-800-333-TOLL (1-800-333-8655): Gov. Mario M. Cuomo Bridge Commuter (MCC), Grand Island Commuter (GIC), New Rochelle Commuter (NRC), Yonkers Commuter (YKC), Harriman Commuter (HAC), and Bridge Authority Discount (NYSBA). The first Tag use at the applicable bridge after the minimum one-week period will reactivate the monthly use plan.

- i. Commuter and residential discounts apply to eligible passenger (2-axle, 4-tire) vehicles equipped with E-ZPass Tags that are issued to customers who apply for, qualify for and enroll in one or more of the discount plans. Eligible passenger vehicles must be registered in the name of or leased to an individual or two individuals not constituting a business entity or a nonprofit, religious, charitable or educational organization. Passenger vehicles owned by or leased to partnerships, corporations or other business entities (including livery, taxi, transport, rental and leasing companies) are not eligible for commuter or residential discount plans.
- j. E-ZPass, in its discretion, may receive updated information about your credit card, routing numbers, account numbers, and account type, from your financial institution.
- k. E-ZPass, in its discretion, may receive updated banking information including routing numbers, account numbers, and account type, from your financial institution.
- l. 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 plan. 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 \$3000.00, 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. 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, or a minimum of \$25 whichever is greater.
- d. If you have chosen to replenish your Account with a credit card, you will be enrolled 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 not 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 as a result of E-ZPass speed violations or any other reason, or after the Tag has been reported lost or stolen, you may: incur administrative fees 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.
- 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 \$50 per occurrence and/or be asked to surrender the Tag to E-ZPass via certified mail. Such continued misuse may result in revocation of your Account.
- c. 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) DISPUTES

You hereby authorize *E-ZPass* to decide in the first instance every question or dispute arising from, under, in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account. All disputes must be submitted in writing to the *E-ZPass* Customer Service Center within 180 days of notice that a toll, fee, or other charge has been made to your Account. You agree that the mailing or emailing to the address you have provided to *E-ZPass* or as updated by the United States Postal Service constitutes notice to you of the tolls, fees and charges contained therein and of any determination by *E-ZPass* of your submitted dispute. The resolution of claims against NYSBA, PANYNJ, NYSTA and TBTA arising from, under, in connection with or in any way related to this Agreement including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account, are governed as follows:

- NYSBA – the provisions of Public Authorities Law §528 and §538 authorize the collection of tolls on the bridges of the New York State Bridge Authority and 21 New York Code Rules and Regulations part §§ 201.1, 201.2, 201.7, and 201.8
- PANYNJ – the provisions of New York State Unconsolidated Laws, Sections 7101 through 7136 or New Jersey Statutes Annotated, Sections 32:1-157 through 32:1-176.
- NYSTA – the provisions of Section 361-b of the New York State Public Authorities Law.
- TBTA – no action shall lie or be maintained unless such action shall be commenced within one year of notice of *E-ZPass*' determination regarding your dispute submitted pursuant to this Agreement.

7) 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.

8) 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.

9) 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 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.

10) 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.

11) 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.

12) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13) CHANGES

You agree to update *E-ZPass* of any changes to the information you have provided to *E-ZPass*, including, but not limited to:

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

14) NON-DISCLOSURE

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

15) PAYMENTS, TAGS AND CORRESPONDENCE

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

E-ZPass CUSTOMER SERVICE CENTER

RETURNED TAGS:
PO Box 149001
Staten Island, NY 10314-9001

APPLICATIONS AND ACCOUNT
REPLENISHMENT PAYMENTS:
PO Box 15185
Albany, NY 12212-5185

VIOLATION PAYMENTS
AND INQUIRIES:
PO Box 15186
Albany, NY 12212-5186

CUSTOMER ACCOUNT
CORRESPONDENCE:
PO Box 15187
Albany, NY 12212-5187

16) SCHEDULE OF ADMINISTRATIVE FEES

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	Up to \$ 2.00
PANYNJ monthly Account service fee	\$ 1.00
Account revocation fee	\$25.00
Other Tag misuse/violation administrative fees	Up to \$50.00

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

17) ADDITIONAL TERMS AND CONDITIONS FOR CUSTOMERS ELECTING TO ENROLL IN THE PAY PER TRIP *E-ZPass* PLAN

- a. By opening a Pay Per Trip *E-ZPass* account you must provide your routing and checking account numbers (back up credit card is optional).
 - i. You agree and are aware that you are pre authorizing *E-ZPass* to withdraw funds from your bank account on each day when you incur toll charges and account fees.
 - ii. 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 \$300.00.
 - iii. You agree and are aware that the ACH withdrawals from your checking account may be on or around the day of your toll transactions for the total of all your toll transactions and fees.
 1. Weekend and holiday toll transactions and charges may be collected from the ACH account on the following business day.
- b. You agree to maintain sufficient funds in your bank account to cover all *E-ZPass* charges and may not permit Tag use unless a sufficient balance is maintained in your bank account or payment will be made by means of the valid back-up credit card you have provided.
- c. In the event your bank rejects any *E-ZPass* ACH transaction and a valid payment back-up credit card has been provided, you agree that your Account will be converted to a pre-payment credit.
- d. In the event your bank rejects any *E-ZPass* ACH transaction and a back-up credit card has not been provided, you agree that your Account will be converted to a cash pre-payment Account. You must not use your *E-ZPass* Tag(s) until you have funded this cash Account.
- e. If you use the Tag when your bank account has insufficient funds and payment is not made by means of your back-up credit card, you may incur administrative fees 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.
- f. You agree to inform *E-ZPass* of any changes to your bank account information and, if applicable, credit card information provided to *E-ZPass*.
- g. If any of the terms and conditions in Section 17 conflict with the provisions in Sections 1 through 16, then the provisions in section 17 shall apply to customers who elect to enroll in the Pay Per Trip *E-ZPass* Plan.