

TERMS AND CONDITIONS OF THE PRE-PAID COMMERCIAL CHARGE ACCOUNT PROGRAM



These terms and conditions, together with your Credit Agreement (TA-W51312), Terms and Conditions of the Post-Paid Commercial Charge Account Program (TA-51312A), E-ZPass Tag Order Form (TA-W68161), Bond Form (TA-W5181) or Cash Surety Deposit Form (TA-W5106), and W-9 if U.S. company or W-8BEN if foreign company, constitute your Commercial Charge Account Agreement ("Agreement"). Please read these terms and conditions and keep them for your records. When you open your Commercial Charge Account ("Account") and use your E-ZPass Tag(s), you agree as follows:

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 Account charges may result in penalties as provided by law.
- d. You must approach and pass through E-ZPass only lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Tag or Account.
- e. You must comply with all applicable traffic laws, regulations, signs, signals, and directions of toll collectors and law enforcement officers.

2. Tag Use

- a. You may use the Tag on any vehicle that is in the same class for which the Tag is designated, provided the vehicle is specifically listed on your Application.
- b. When you use the Tag at any E-ZPass facility, you authorize the New York Customer Service Center ("NYCSC") to debit your Account for charges incurred.
- c. 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 such use.
- d. You must maintain a sufficient balance in your Account, and may not permit Tag use unless a sufficient balance is maintained.

3. Your Account

- a. You must maintain a Pre-Paid amount in your Account to cover applicable charges to your Account. Applicable charges, if any, will be deducted from your Account each time the Tag is used. The NYCSC will also deduct from your Account applicable administrative fees incurred pursuant to this Agreement.
- b. No interest will be paid on balances in your Account.
- c. 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.
- d. You will be charged a fee for any request to retrieve a statement previously provided.
- e. Administrative fees may be billed directly to your Account. In addition to any other remedies you may have at law, you may contest the imposition of charges or administrative fees in writing to the NYCSC. Such challenge must be made within 180 days from the date of the Account statement imposing such charges or administrative fees.
- f. 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 this card.

4. Account Pre-Payment

- a. You must pay a minimum Pre-Paid amount sufficient to pay Account charges for a 30-day period.
- b. Your Account will be replenished by your Pre-Paid amount when your Account balance decreases to or below the replenishment point specific to this plan. You may choose to replenish your Account in one of the following ways:
 - Authorizing the NYCSC to automatically charge your credit card.
 - Checks (or Money Orders) made payable to E-ZPass. A returned check fee of up to \$25 will be charged for each check returned to the NYCSC unpaid by your bank.
 - Cash payments made at the NYCSC in U.S. dollars or in Canadian dollars at the exchange rate the NYCSC may determine. DO NOT SEND CASH BY MAIL.
- c. The NYCSC will perform an Account analysis 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 Pre-Paid amount, the NYCSC will adjust your Pre-Paid amount to approximate a month's level of use. The NYCSC will send you a Replenishment Change Notification Letter whenever your Pre-Paid amount is adjusted.
- d. Depending on usage or other charges to your Account, there may be more than one replenishment transaction in one statement period.

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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 \$50 per occurrence; be charged the full, undiscounted charge; and/or be asked to surrender the Tag to the Authority via certified mail or to plaza personnel.
- b. If you use the Tag in a vehicle other than 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 the Authority 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 \$50.

6. Disclaimer

You acknowledge that the Authority and all entities 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 the Authority and all entities providing E-ZPass services will have no obligation or liability whatsoever to you with respect to your use or the performance of the Tag. Further, you agree that the Authority and all entities providing E-ZPass services have no obligation or liability whatsoever to you with respect to the method, materials or craftsmanship of the mounting unit used for exterior mounted Tags. You agree to indemnify and hold harmless the Authority and all entities providing E-ZPass services from and against any and all damage, loss, cost, expense and liability relating to, arising from, or as a result of, the use or performance of the Tag.

7. Cancellation/Termination

If you wish to cancel all Tag privileges and close your Account, you must first satisfy the requirements of Section 9 of the Terms and Conditions of the Post-Paid Commercial Charge Account Program (TA-W51312A). Once these requirements have been satisfied, any remaining balance in your Pre-Paid Account will be refunded to you.

8. Collection of Expenses

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

9. Modifications

The Authority 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 effect any other term of this Agreement, which shall remain in full force and effect.

10. Governing Law

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

11. Changes

You agree to inform the NYCSC of any changes to the information you provided in your Pre-Paid Application, such as:

- Address,
- Credit card account status (i.e., closed account, maximum credit use),
- Expiration date of credit card account, or
- Payment method.

12. Non-Disclosure

Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of the Authority and the entities providing E-ZPass services.

13. Schedule of Administrative Fees

Returned check fee	Up to \$25.00
Duplicate copy of statement	\$2.00
Tag misuse/violation administrative fees per occurrence	Up to \$50.00

The Authority and the entities providing E-ZPass services reserve the right to assess additional fees.

14. Inquiries and Correspondence

Please send all applications, payments, violation inquiries and Account closure requests regarding your Pre-Paid Account to the NYCSC as follows:

Applications:	Payments:	Violations:	Account Closure Requests:
PO Box 149001	PO Box 149002	PO Box 149003	PO Box 149004
Staten Island, NY 10314-9001	Staten Island, NY 10314-9002	Staten Island, NY 10314-9003	Staten Island, NY 10314-9004