

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 pre-pay charges incurred at E-ZPass facilities. New York E-ZPass is operated under the auspices of the Triborough Bridge and Tunnel Authority ("TBTAA"), the New York State Thruway Authority ("NYSTA"), and the Port Authority of New York and New Jersey ("PANYNJ"). Your E-ZPass account ("Account") will be operable on all E-ZPass facilities, regardless of location. Your Account will be assigned to one of the above mentioned New York entities and your Agreement is with that particular entity Identification of the New York 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 and use your E-ZPass Tag, 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 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.
- 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. Tag Deposit. Cash or check customers must pay a deposit of \$10 for each Tag. The deposit will be refunded when you close your Account and return the Tag in good condition as determined solely by E-ZPass. The Tag deposit is waived for customers authorizing Account replenishment via automatic charge to a credit card.
- b. You may use the Tag on the vehicle(s) specifically listed on your Application.
- c. In accordance with Section 5 herein, you must surrender a Tag immediately upon request.
- d. When you use the Tag at any E-ZPass facility, you authorize E-ZPass to debit your Account for charges incurred.
- e. 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.
- f. 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 prepaid 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.
- b. E-ZPass may deduct from your Account applicable administrative fees incurred pursuant to this Agreement.
- c. Your Account may be suspended based upon outstanding violations and/or for failure to pay administrative fees.
- d. No interest will be paid on balances in your Account or on refundable Tag deposits.
- e. 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.
- f. You will be charged a fee for any request to retrieve a statement previously provided.
- g. You may, no more than four times per year, 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 (8655): Tappan Zee Bridge Commuter (TZC), Tappan Zee Bridge Carpool Commuter (TZPL), Grand Island Commuter (GIC), New Rochelle Commuter (NRC), Yonkers Commuter (YKC), Harriman Commuter (HAC), Bridge Authority Discount (NYSBA). The first Tag use at the applicable bridge after the minimum one-week period will reactivate the monthly use plan.
- h. 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 the card.

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. You may

choose to replenish your Account in one of the following ways:

1. Authorizing E-ZPass to automatically charge your credit card for all charges to your Account.
2. Checks (or Money Orders) made payable to E-ZPass. A returned check fee of \$25 will be charged for each check returned to E-ZPass unpaid by your bank.
3. Cash payments made at an E-ZPass Customer Service Center only in U.S. dollars, or in Canadian dollars at the exchange rate E-ZPass may determine.
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.
- d. If you have chosen to replenish your Account with a credit card, you may 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, 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 or to plaza personnel.
- 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 or to plaza personnel. Such continued misuse may result in revocation of your Account.

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 state on your Application or to an address which you subsequently provide to the E-ZPass Customer Service Center constitutes notice to you of the tolls, fees and charges contained therein and of any determination by E-ZPass of your submitted dispute.

The imposition of claims against PANYNJ, NYSTA and TBTAA 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:

- PANYNJ – the provisions of New York State Unconsolidated Laws, Sections 7101 through 7136 and 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.
- TBTAA – 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, or stolen, or is defaced or damaged, you will be charged \$23.00 for interior Tags and \$33.00 for exterior Tags. If a 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.



15) INQUIRIES AND CORRESPONDENCE

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

E-ZPass CUSTOMER SERVICE CENTER

APPLICATIONS AND RETURNED TAGS:

PO Box 149001
Staten Island, NY
10314-9001

VIOLATIONS:

PO Box 15186
Albany, NY
12212-5186

PAYMENTS:

PO Box 15185
Albany, NY
12212-5185

CORRESPONDENCE:

PO Box 15187
Albany, NY
12212-5187

8) DISCLAIMER

You acknowledge that E-ZPass 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 E-ZPass and all entities 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 entities 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 in person or by certified mail. Tags remain the property of the entities providing E-ZPass services. Upon termination and return of the Tag(s), once all outstanding charges have been deducted from your Account, any remaining balance and Tag deposit 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 entities providing E-ZPass services to collect any monies due under the terms of this Agreement.

11) MODIFICATIONS

E-ZPass 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 inform E-ZPass of any changes to the information provided by you in your Application, such as:

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

14) NON-DISCLOSURE

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

16) SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Per Tag deposit (cash and check customers)		\$10.00
Per Tag deposit (credit card customers)		waived
Cost of Tag if defaced, damaged, lost or stolen	Interior	\$23.00
	Exterior	\$33.00
Returned check fee		\$25.00
Monthly statement by mail, annual fee		\$ 6.00
Duplicate copy of Statement		\$ 2.00
PANYNJ monthly Account service fee		\$ 1.00
Account revocation fee		\$25.00
Tag retention fee		Up to \$25.00
Other Tag misuse/violation administrative fees		Up to \$50.00

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

PLEASE RETAIN FOR YOUR RECORDS.

Effective January 12, 2009