



COMMERCIAL ACCOUNT APPLICATION

Mail to: Delaware E-ZPass, 26 Old Rudnick Lane, Dover, DE 19901
or Fax 302-677-7274



I. COMPANY INFORMATION

Company Name: _____

DBA: _____ *Fed. Employer ID #: _____

Contact Name #1: _____ Contact Name #2: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

STATEMENT (please check): E-mail (Free monthly) (*PIN will be the last 4 digits of the Fed. Employer ID #)

II. VEHICLE INFORMATION

Please follow instructions on page 3 and complete page 2 to register your vehicles. You will need to refer to the Vehicle Reference Chart on pages 4 and 5 to complete page 2. Use of a transponder on a vehicle of a different vehicle class may result in an administrative fee in addition to the toll. You may also be liable for civil penalties pursuant to law.

III. PAYMENT METHOD

Check your initial payment and replenishment method below (Check Option Box A or B).

- Visa MasterCard American Express Discover

OPTION A — Automatic Credit Card Replenishment – I authorize E-ZPass to immediately charge my credit card for the total amount as shown in Section IV below. I authorize E-ZPass to charge my credit card for the replenishment amount whenever my account reaches the low balance amount (25% of my estimated 45-day usage). I understand that my account activity will be reviewed periodically and that my replenishment amount will be adjusted to equal my average 45-day usage. I understand that all of my transponders will be automatically enrolled in the free E-ZPass Plus Program which will allow me to pay for parking using my E-ZPass account wherever the E-ZPass logo is displayed. For more information about E-ZPass Plus access our website at www.EZPassDE.com or call 1-888-397-2773.

OPTION B — Check/Cash Replenishment – Your application must be accompanied by a check made payable to Delaware E-ZPass for the total amount in Section IV below. If paying with cash, you must visit our E-ZPass Service Center. You will be required to replenish your account in the amount as shown in Initial Prepayment whenever your account reaches the low balance amount (50% of your estimated 45-day usage). Your account activity will be reviewed periodically and your replenishment amount will be adjusted to equal your average 45-day usage.

Name on Credit Card: _____

Credit Card No.: _____

Card Holder Signature: _____ Exp. Date: _____

IV. TRANSPONDER FEE AND INITIAL PREPAYMENT TOLLS

Number of transponders requested _____

Transponder Fee(s) — \$25 per Transponder _____

Initial Prepayment (Replenishment Amount) — _____
(Your estimated monthly 45-day usage)

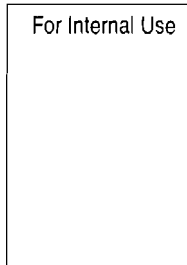
TOTAL

V. CUSTOMER AGREEMENT

Completion of this form, payment of the required amounts, and signature below constitute an agreement to use E-ZPass transponder(s) subject to these Terms and Conditions. I understand that the E-ZPass transponder(s) will allow usage wherever E-ZPass is accepted and will have resulting charges deducted from my prepaid E-ZPass account. I understand that my E-ZPass transponder(s) are usable at E-ZPass facilities of agencies other than DelDOT and when I use my transponder(s) at other facilities, I authorize E-ZPass to debit my account to pay my charges. I further agree that I have read, understand, and accept the terms and conditions set forth in this agreement. I further represent that I am authorized to execute this agreement on behalf of the Company named in part 1.

Signature: _____ Date: _____

Print Name: _____ Title: _____



VEHICLE INFORMATION

List all vehicles for which you want an *E-ZPass* transponder(s). Attach photocopies of this sheet if more space is needed. The vehicle type selected from the Vehicle Reference Chart on pages 4 and 5 should be the most common configuration the transponder will be used for.

Vehicle No.	License Plate	State	Year	Make / Model	No. Axles	Vehicle Weight	Vehicle Reference No. (From Vehicle Reference Chart)
Vehicle 1							
Vehicle 2							
Vehicle 3							
Vehicle 4							
Vehicle 5							
Vehicle 6							
Vehicle 7							
Vehicle 8							
Vehicle 9							
Vehicle 10							
Vehicle 11							
Vehicle 12							
Vehicle 13							
Vehicle 14							
Vehicle 15							
Vehicle 16							
Vehicle 17							
Vehicle 18							
Vehicle 19							
Vehicle 20							
Vehicle 21							
Vehicle 22							
Vehicle 23							
Vehicle 24							
Vehicle 25							
Vehicle 26							
Vehicle 27							

COMMERCIAL ACCOUNT APPLICATION INSTRUCTIONS

I. COMPANY INFORMATION

Please complete all items to open an *E-ZPass* commercial account. All information will be kept confidential in accordance with the Terms and Conditions of *E-ZPass* usage. All accounts will receive a monthly statement detailing all transactions by transponder, location, and amount charged, as well as other charges and payments.

II. VEHICLE INFORMATION

You will receive an *E-ZPass* transponder for each vehicle that you list on this application. Each transponder will be programmed with the class (vehicle type and number of axles) associated with each vehicle to ensure that the proper amount is charged. If a transponder is used in a vehicle of a different class, your account will be charged according to the classification of the vehicle as it is determined by the facility. **Use of a transponder on a vehicle of a different toll class may result in fees of up to \$50, in addition to the charge.** You may also be liable for civil penalties pursuant to law.

Please provide the requested information for each vehicle listed on the application. There are three types of transponders — Interior Mount (Windshield), Bumper Mount (License Plate), and Roof Mount. Transponders will be assigned to you based on the transponder that is best suited for your vehicle type(s).

Field —	Required Information —	Field —	Required Information —
License Plate	License Plate Number	Number of Axles	Total number of axles on commercial vehicles (including transaxles)
State	State/Province of Registration	Vehicle Weight	Gross weight of vehicle
Year	Year of Vehicle	Vehicle Reference #	Reference No. from Vehicle Reference Chart
Make / Model	Name of Manufacturer & Model		

If you have more vehicles than will fit on page 2, please photocopy page 2 as needed, and attach to application. Be sure to include totals from the additional pages in appropriate boxes and calculations on page 1.

III. PAYMENT METHOD

A. AUTOMATIC CREDIT CARD REPLENISHMENT: Your initial payment will be charged to the credit card number you provide. Your credit card will be charged whenever your account reaches 25% of your average 45-day toll usage. Your transponder(s) will automatically be enrolled in the free *E-ZPass Plus* program which allows you to pay for parking using your *E-ZPass* account wherever the *E-ZPass* logo is displayed. For more information about *E-ZPass Plus* access our website at www.EZPassDE.com or call 1-888-397-2773.

B. CHECK/CASH REPLENISHMENT: You must attach a check or money order payable to Delaware *E-ZPass* in the amount of the total of Section IV on page 1. If paying with cash, please visit the Delaware *E-ZPass* Service Center. Whenever your account reaches your low balance amount (50% of your average 45-day usage), you will be required to replenish your account. Mail checks payable to: Delaware *E-ZPass*, 26 Old Rudnick Lane, Dover, DE 19901. Write your account number on your check. You may pay in person by check, cash, money order, or credit card at any of the Delaware *E-ZPass* Service Centers. **YOU MAY VERIFY YOUR ACCOUNT BALANCE 24 HOURS A DAY BY CALLING 1-888-EZPassDE (1-888-397-2773) or by visiting our website at www.EZPassDE.com.** Please have your account number and PIN number ready.

IV. TRANSPONDER FEE AND INITIAL PREPAYMENT TOLLS

Your initial prepayment (replenishment amount) is based on your account's estimated 45-day usage. Please indicate your account's estimated 45-day usage in the Initial Prepayment line.

Thirty-five days after account opening, your usage will be reviewed and your replenishment amount will be adjusted to equal an average 45-day usage. Thereafter, your usage will be reviewed quarterly and your replenishment amount will be adjusted to equal an average 45-day usage.

Transponder(s) Requested

Please list the number of transponder(s) you request for your account. Please make sure that the initial prepayment that you indicate reflects your average 45-day usage of all of the transponder(s) in your account. There is a non-refundable transponder fee of \$25 per transponder.

SCHEDULE OF FEES

If you would like to discuss various statement options for your account, or need guidance with special account structuring, please call 1-888-EZPassDE (1-888-397-2773) or visit the Delaware *E-ZPass* Service Center.

Transponder fee..... \$25.00 Return check fee \$25.00
Transponder misuse administrative fee(s)..... up to \$50.00

ENROLLMENT

To enroll, send this application to the *E-ZPass* Service Center, 26 Old Rudnick Lane, Dover, DE 19901, or visit us at 26 Old Rudnick Lane. For more information, call 1-888-EZPassDE (1-888-397-2773) or visit our Web site at www.EZPassDE.com.

CUSTOMER SERVICE CENTER LOCATIONS

It's always easy to access information about your Delaware *E-ZPass* account. Visit our Web site at www.EZPassDE.com or call us at 1-888-EZPassDE (1-888-397-2773), where you can reach a Customer Service Representative 7 am - 7 pm Monday - Friday; 8 am - 2 pm, Saturday. You can also visit us at the following locations: Delaware *E-ZPass* Service Center, 26 Old Rudnick Lane, Dover, DE 19901. Hours of Operation: Phone: 7 am - 7 pm Monday - Friday, 8 am - 2 pm Saturday. Automated Account Information: 24 hours a day, 7 days a week. Walk-In: 7 am - 7 pm Monday - Friday, 8 am - 2 pm Saturday. Additional Walk-In Customer Service is available at the three Main Line toll plazas (24/7): Biddle's Corner (SR-1) — Dover (SR-1) — Newark (I-95)

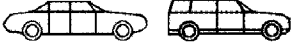

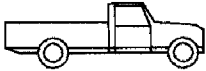
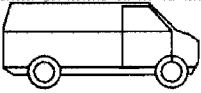
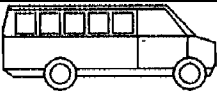
DISCOUNTS

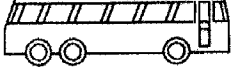
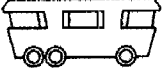
Commercial *E-ZPass* users get a 25% discount for trips made by vehicles with 3 or more axles on State Route 1. Please contact the Commercial Department for more details at 1-888-397-2773.

Terms and Conditions are included on page 6 of this form.

VEHICLE REFERENCE CHART

Use this chart to determine the appropriate vehicle reference number required for each vehicle.
 Enter the vehicle reference number on page 2 for each vehicle you list.

TYPE AND DESCRIPTION OF VEHICLE	Vehicle Ref. No.
AUTOMOBILE / SPORT UTILITY VEHICLE  <i>This type also includes taxis, ambulances, hearses, and limo's seating less than 10 passengers.</i> 2 axles, 4 tires (up to 7,000 lbs.) 3 axles, 6 tires (up to 7,000 lbs.)	72 76
MOTORCYCLE  2 axles, 2 tires (up to 7,000 lbs.) 2 axles, 3 tires (includes trikes or a sidecar up to 7,000 lbs)	136 140
PICKUP TRUCK <i>(For other trucks see reverse side)</i>  2 axles, 4 tires (up to 7,000 lbs.) 2 axles, 4 tires (over 7,000 lbs.) 2 axles, 6 tires (up to 7,000 lbs.) 2 axles, 6 tires (over 7,000 lbs.) 3 axles, 6 tires (up to 7,000 lbs.) 3 axles, 6 tires (over 7,000 lbs.) 3 axles, 8 or 10 tires (up to 7,000 lbs.) 3 axles, 8 or 10 tires (over 7,000 lbs.)	200 202 201 203 204 206 205 207
PASSENGER / CARGO VAN <i>(Seating 1-9 passengers)</i>  2 axles, 4 tires (up to 7,000 lbs.) 2 axles, 4 tires (over 7,000 lbs.) 2 axles, 6 tires (up to 7,000 lbs.) 2 axles, 6 tires (over 7,000 lbs.) 3 axles, 6 tires (up to 7,000 lbs.) 3 axles, 6 tires (over 7,000 lbs.) 3 axles, 8 or 10 tires (up to 7,000 lbs.) 3 axles, 8 or 10 tires (over 7,000 lbs.)	264 266 265 267 268 270 269 271
PASSENGER / CARGO VAN <i>(Seating 10-15 passengers)</i>  2 axles, 4 tires (up to 7,000 lbs.) 2 axles, 4 tires (over 7,000 lbs.) 2 axles, 6 tires (up to 7,000 lbs.) 2 axles, 6 tires (over 7,000 lbs.) 3 axles, 6 tires (up to 7,000 lbs.) 3 axles, 6 tires (over 7,000 lbs.) 3 axles, 8 or 10 tires (up to 7,000 lbs.) 3 axles, 8 or 10 tires (over 7,000 lbs.)	328 330 329 331 332 334 333 335

TYPE AND DESCRIPTION OF VEHICLE	Vehicle Ref. No.
BUSES <i>(Seating 16 + passengers)</i>  2 axles, 4 tires (up to 7,000 lbs.) 2 axles, 4 tires (over 7,000 lbs.) 2 axles, 6 tires (up to 7,000 lbs.) 2 axles, 6 tires (over 7,000 lbs.) 3 axles, 6 tires (up to 7,000 lbs.) 3 axles, 6 tires (over 7,000 lbs.) 3 axles, 8 or 10 tires (up to 7,000 lbs.) 3 axles, 8 or 10 tires (over 7,000 lbs.) 4 axles, 8 tires (up to 7,000 lbs.) 4 axles, 8 tires (over 7,000 lbs.) 4 axles, 10 or more tires (up to 7,000 lbs.) 4 axles, 10 or more tires (over 7,000 lbs.)	392 394 393 395 396 398 397 399 400 402 401 403
RECREATIONAL VEHICLE (RV) OR MOTOR HOME  2 axles, 4 tires (up to 7,000 lbs.) 2 axles, 4 tires (over 7,000 lbs.) 2 axles, 6 tires (up to 7,000 lbs.) 2 axles, 6 tires (over 7,000 lbs.) 3 axles, 6 tires (up to 7,000 lbs.) 3 axles, 6 tires (over 7,000 lbs.) 3 axles, 8 or 10 tires (up to 7,000 lbs.) 3 axles, 8 or 10 tires (over 7,000 lbs.) 4 axles, 8 tires (up to 7,000 lbs.) 4 axles, 8 tires (over 7,000 lbs.) 4 axles, 10 or more tires (up to 7,000 lbs.) 4 axles, 10 or more tires (over 7,000 lbs.)	456 458 457 459 460 462 461 463 464 466 465 467

Note:

- The weight limit of 7,000 lbs. noted throughout this CHART reflects the gross vehicle weight (GVW) on the vehicle registration.
- The trucks and tractor trailer combinations are listed on the reverse side.
- Should your vehicle not conform to one of the descriptions listed, contact the Delaware E-ZPass Service Center at 1-888-EZPassDE (1-888-397-2773).

TYPE AND DESCRIPTION OF VEHICLE Vehicle Ref. No.

TRUCKS



2 axles, 4 tires (up to 7,000 lbs.)	520
2 axles, 4 tires (over 7,000 lbs.)	522
2 axles, 6 tires (up to 7,000 lbs.)	521
2 axles, 6 tires (over 7,000 lbs.)	523
3 axles, 6 tires (up to 7,000 lbs.)	524
3 axles, 6 tires (over 7,000 lbs.)	526
3 axles, 8 or 10 tires (up to 7,000 lbs.)	525
3 axles, 8 or 10 tires (over 7,000 lbs.)	527
4 axles, 8 tires (up to 7,000 lbs.)	528
4 axles, 8 tires (over 7,000 lbs.)	530
4 axles, 10 or more tires (up to 7,000 lbs.)	529
4 axles, 10 or more tires (over 7,000 lbs.)	531
5 axles, 10 tires (up to 7,000 lbs.)	532
5 axles, 10 tires (over 7,000 lbs.)	534
5 axles, 12 or more tires (up to 7,000 lbs.)	533
5 axles, 12 or more tires (over 7,000 lbs.)	535
6 axles, 12 tires (up to 7,000 lbs.)	536
6 axles, 12 tires (over 7,000 lbs.)	538
6 axles, 14 or more tires (up to 7,000 lbs.)	537
6 axles, 14 or more tires (over 7,000 lbs.)	539
7 axles, 14 tires (up to 7,000 lbs.)	540
7 axles, 14 tires (over 7,000 lbs.)	542
7 axles, 16 or more tires (up 7,000 lbs.)	541
7 axles, 16 or more tires (over 7,000 lbs.)	543

AUTO TRANSPORTER*



3 axles (under 65')	591
4 axles (under 65')	595
5 axles (under 65')	599
6 axles (under 65')	603
7 axles (under 65')	607
4 axles (over 65')	659
5 axles (over 65')	663
6 axles (over 65')	667
7 axles (over 65')	671

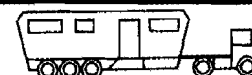
TYPE AND DESCRIPTION OF VEHICLE Vehicle Ref. No.

TRACTOR TRAILER COMBINATION*



3 axles (trailer less than or equal to 48')	719
4 axles (trailer less than or equal to 48')	723
5 axles (trailer less than or equal to 48')	727
6 axles (trailer less than or equal to 48')	731
7 axles (trailer less than or equal to 48')	735
3 axles (trailer over 48')	783
4 axles (trailer over 48')	787
5 axles (trailer over 48')	791
6 axles (trailer over 48')	795
7 axles (trailer over 48')	799

TRACTOR / MOBILE HOME COMBINATION*



3 axles	1103
4 axles	1107
5 axles	1111
6 axles	1115
7 axles	1119
8 axles	1123
9 axles	1127
10 axles	1131

TANDEM TRAILER COMBINATION* (Tractor with 2 Trailers)



5 axles, 2 trailers each ($\leq 28\frac{1}{2}'$)	855
6 axles, 2 trailers each ($\leq 28\frac{1}{2}'$)	859
7 axles, 2 trailers each ($\leq 28\frac{1}{2}'$)	863
8 axles, 2 trailers each ($\leq 28\frac{1}{2}'$)	867
9 axles, 2 trailers each ($\leq 28\frac{1}{2}'$)	871
10 axles, 2 trailers each ($\leq 28\frac{1}{2}'$)	875
5 axles, 1 trailer each ($\leq 28\frac{1}{2}'$)	983
6 axles, 1 trailer each ($\leq 28\frac{1}{2}'$)	987
7 axles, 1 trailer each ($\leq 28\frac{1}{2}'$)	991
8 axles, 1 trailer each ($\leq 28\frac{1}{2}'$)	995
9 axles, 1 trailer each ($\leq 28\frac{1}{2}'$)	999
10 axles, 1 trailer each ($\leq 28\frac{1}{2}'$)	1003
5 axles, 2 trailers each ($> 28\frac{1}{2}'$)	919
6 axles, 2 trailers each ($> 28\frac{1}{2}'$)	923
7 axles, 2 trailers each ($> 28\frac{1}{2}'$)	927
8 axles, 2 trailers each ($> 28\frac{1}{2}'$)	931
9 axles, 2 trailers each ($> 28\frac{1}{2}'$)	935
10 axles, 2 trailers each ($> 28\frac{1}{2}'$)	939

*All vehicles in this type are classified as having dual rear wheels and a Gross Vehicle Weight (GVW) greater than 7,000 lbs.

COMMERCIAL TERMS AND CONDITIONS FOR E-ZPASS AND E-ZPASS PLUS

I. TERMS AND CONDITIONS

These Terms and Conditions, together with your application, constitute your Delaware E-ZPass Agreement. A copy of these Terms and Conditions will be mailed to you along with your transponder(s).

1) **Terms** — Failure to comply with this Agreement may result in suspension, revocation, or termination of your E-ZPass account. Failure to pay E-ZPass charges may result in additional penalties provided by law, including termination of your account.

2) Transponder Usage

- Use of your E-ZPass transponder binds you to the Terms & Conditions of this Agreement.
- Your E-ZPass transponder(s) may be used on the vehicle(s) specifically listed on this account.
- Your E-ZPass transponder may be used wherever you see the E-ZPass logo.
- You must approach and pass through an E-ZPass lane at the posted speed limit and obey other traffic signs.
- You may not assign the obligations or benefits of this Agreement. The E-ZPass transponder is the property of the Delaware Department of Transportation.
- You must surrender your E-ZPass transponder(s) immediately upon our request.
- The application establishes your E-ZPass account with the Delaware Department of Transportation (DelDOT). DelDOT may enter into reciprocal agreements with other agencies. If your E-ZPass transponder(s) is used at any toll facility, parking facility or other facility accepting E-ZPass as a payment mechanism, you agree that all costs incurred in connection with the use of your E-ZPass transponder(s) will be charged by DelDOT to your E-ZPass account in the manner that you have authorized in your E-ZPass application and that you are responsible for all such charges. DelDOT may elect to have charges of \$20 or more charged directly to your credit card. You agree to pay the costs, including attorneys' fees, required to enforce the terms and conditions of the E-ZPass Program and pursue the collection of monies in connection with the use of your E-ZPass transponder(s).
- When you use your E-ZPass transponder, a non-refundable charge will be debited from your E-ZPass account.

3) Account Information

- Transponder Fee(s). There is a non-refundable fee of \$25 for each transponder issued to your account. Should a transponder fail to work within three years of the issue date, it will be replaced free of charge.
- Prepayment Amount. You agree to maintain a prepaid amount with us to cover applicable charges. Charges are deducted from your account each time the E-ZPass transponder is used. We will also deduct applicable administrative fees incurred under this Agreement.
- Account Balances. No interest will be paid on cash balances in your account.
- Replenishment. We will periodically review your usage. If your monthly activity is above your current replenishment amount, your replenishment amount may be adjusted accordingly and you will be notified in writing.

4) Account Status

- You will receive an electronic monthly statement, unless there were no transactions and no financial activity in the account during the applicable period.
- You may call us at 1-888-EZPassDE (1-888-397-2773) 24 hours a day, 7 days a week to access automated account information.
- You may also access this information on our Web site (www.EZPassDE.com). You must use your PIN to access this information.

5) **Payments** — Account replenishment must occur when your prepaid amount decreases to or below the low balance amount specific to the method of payment you selected. You can replenish your account in one of the following ways:

- By selecting "Option A" (credit card replenishment), you authorize us to automatically charge your credit card to replenish your prepaid amount.
- You can mail or hand-deliver a check to us. Checks should be made payable to "Delaware E-ZPass." A returned check fee of \$25 will be charged for each check returned to us for insufficient funds.
- Cash payments must be made in U.S. dollars, in person at a Delaware E-ZPass Service Center. — **DO NOT SEND CASH IN THE MAIL.**

6) **E-ZPass Plus** — Allows you to pay for your parking with your E-ZPass transponder anywhere the E-ZPass logo is displayed.

- Payment for E-ZPass Plus transactions under \$20.00 will be debited from your account balance.
- Payment for E-ZPass Plus transactions over \$20.00 will be charged immediately to the credit card on your account.
- Disputing E-ZPass Plus transactions must be done with the facility operator. This operator will direct Delaware E-ZPass to make any adjustments.
- The E-ZPass Plus program is transponder specific. This means that you may enroll only certain transponders on your account or all of them or none of them. You may opt out of the E-ZPass Plus program at any time.
- If your payment type changes to cash/ check at any time your transponders will be ineligible to use E-ZPass Plus at participating facilities.

7) **Transponder Misuse Administrative Fees** — Improper use of your E-ZPass transponder or failure to pay the proper toll may result in an administrative fee as follows:

- If you use your transponder(s) when your account is in a negative balance, suspended, or revoked, or after your transponder(s) has been reported lost or stolen, you may incur an administrative fee of up to \$50; may be charged the full undiscounted toll; and may

be asked to surrender your transponder(s). You will also be in violation of the E-ZPass program and may be liable for administrative fees and civil penalties of up to \$50.

- If you use a valid transponder in a vehicle other than one of the class for which the transponder is designated, you may incur administrative fees of up to \$50 and may be asked to surrender your transponder. Such continued misuse may also result in revocation of your account.
- If you attempt to use a transponder without properly attaching it to your vehicle, you may incur an administrative fee of up to \$50.
- Administrative fees may be billed directly to your account. You may only contest the imposition of said administrative fees in writing to the Delaware E-ZPass Service Center. If any fee is rescinded, your account will be credited the amount of the rescinded fee.
- Damaged transponders — **DO NOT paint or otherwise permanently mark your transponder(s).** If your transponder has been altered or defaced in any way, you will be required to pay the applicable fee for the transponder. This fee is equal to the replacement cost of the transponder.

8) **Lost/Stolen or Defective Transponders** — Call 1-888-EZPassDE, report it on the Web site (www.EZPassDE.com), or write us of theft or possible unauthorized use of your transponder(s). You will not be liable for unauthorized use of your transponder(s) after we receive notice from you of loss or theft. If your E-ZPass transponder(s) fails to work within three years of issuance for reasons other than abuse or improper use, and the transponder(s) is returned to a Delaware E-ZPass Service Center, it will be replaced at no extra charge to you within the first 3 years.

9) **Disclaimer** — To the extent permitted by law, we expressly disclaim any representation of warranty, expressed or implied, relating to the E-ZPass transponder(s) including, without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity to models or samples. Nor are we liable for any third party action taken by reason of your use or display of the E-ZPass transponder(s). You agree to indemnify us and hold us harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the E-ZPass transponder(s).

10) **Termination** — You may terminate this agreement at any time by returning your E-ZPass transponder(s) to us in good working condition except for normal wear. Transponder(s) should be returned to the Delaware E-ZPass Service Center in person or by certified mail. Transponder(s) will remain DelDOT's property under all circumstances. Upon termination and return of your transponder(s), your account balance will be refunded to you. All outstanding charges will be deducted prior to refund. The refund process may take up to 30 days. You agree that we may terminate your E-ZPass account for improper use at any time, and without notice.

11) **Collection Expenses** — You agree to pay all costs, including attorney's fees, incurred by us to collect any monies due under terms of this Agreement.

12) **Modification** — We may change the Terms and Conditions at any time. You will also be bound by any revised Terms and Conditions provided with your account statement (in form consistent with the form of statement requested upon application); a copy of the revised Terms and Conditions will also be mailed to you upon request. 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.

13) **Changes in Account Holder Information** — You agree to inform us of any changes to the information provided on your E-ZPass application, including:

- Change in address, phone number, e-mail address, or account contact
- Change in vehicle information
- Change in credit card number or account status (closed account, maximum credit use)
- Expiration date of credit card account

14) **Governing Law** — This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

15) **Non-Disclosure** — Customer account information will not be disclosed to third parties without your consent except as permissible by law. This term of the agreement notwithstanding, we may provide your name and address to carefully screened third parties so that they may notify you of, or offer you, additional uses for your E-ZPass transponder(s) or account. We may also provide your account information to other agencies in conjunction with your use of their facilities with the E-ZPass transponder(s) assigned to your account.

16) **Inquiries and Correspondence** — Please send all applications, payments, account inquiries and general correspondence to the Delaware Service Center at the following address:

26 Old Rudnick Lane, Dover, DE 19901

Telephone inquiries may be made toll free by dialing 1-888-EZPassDE (1-888-397-2773).

FEE SCHEDULE

Transponder Fee	\$25.00
Returned Check Fee	\$25.00
Transponder Misuse Administrative Fees	Up to \$50.00

II. ACCOUNT REPLENISHMENTS

Periodically, your account usage will be reviewed and your prepaid replenishment amount will be increased to your average monthly usage. You will be notified in writing of this adjustment. Your replenishment amount from that point forward will equal the amount stated in the notification.