

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

- a) Use of your E-ZPass transponder binds you to the Terms & Conditions of this Agreement.
- b) Your E-ZPass transponder(s) may be used on the vehicle(s) specifically listed on this account.
- c) Your E-ZPass transponder may be used wherever you see the E-ZPass logo.
- d) You must approach and pass through an E-ZPass lane at the posted speed limit and obey other traffic signs.
- e) You may not assign the obligations or benefits of this Agreement. The E-ZPass transponder is the property of the Delaware Department of Transportation.
- f) You must surrender your E-ZPass transponder(s) immediately upon our request.
- g) 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).
- h) When you use your E-ZPass transponder, a non-refundable charge will be debited from your E-ZPass account.

3) Account Information

- a) 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.
- b) 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.
- c) Account Balances. No interest will be paid on cash balances in your account.
- d) 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

- a) You will receive a monthly statement, unless there were no transactions and no financial activity in the account during the applicable period.
- b) You may call us at 1-888-EZPassDE (1-888-397-2773) 24 hours a day, 7 days a week for information about your account.
- c) 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:

- a) By selecting "Option A" (credit card replenishment), you authorize us to automatically charge your credit card to replenish your prepaid amount.
- b) 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.
- c) 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. E-ZPass Plus can be used at Albany Airport, Newark Airport, JFK Airport, and LaGuardia Airport. See the Customer Service Guide or the website for more detail.

- a) Payment for E-ZPass Plus transactions under \$20.00 will be debited from your account balance.
- b) Payment for E-ZPass Plus transactions over \$20.00 will be charged immediately to the credit card on your account.
- c) Disputing E-ZPass Plus transactions must be done with the facility operator. This operator will direct Delaware E-ZPass to make any adjustments.
- d) 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.
- e) 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:

- a) 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.

- b) 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.
- c) If you attempt to use a transponder without properly attaching it to your vehicle, you may incur an administrative fee of up to \$50.
- d) 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.
- e) 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.