

PA Turnpike Commission (PTC)

E-ZPass Commercial Vehicle Terms and Conditions

These terms and conditions, together with your E-ZPass application, constitute your E-ZPass Agreement ("Agreement"). E-ZPass is an electronic toll collection system that allows you to pay charges incurred at designated toll points and at other PTC-partnered entities. The commercial vehicle E-ZPass program is available to commercial vehicle operators who desire a prepaid only commercial vehicle account or who incur at least \$5,000 per year in charges on the PA Turnpike and desire a postpaid commercial vehicle account.

1. GENERAL PROVISIONS

- a. You understand the provisions of this Agreement applies to all types of commercial vehicle accounts, including prepaid only and postpaid accounts, unless otherwise noted.
- b. You agree to ensure operators of your commercial vehicles observe posted speed limits. Failure to do so may result in revocation of E-ZPass privileges.
- c. You agree to ensure operators of your commercial vehicles observe and obey all federal, state, and local traffic laws, rules and regulations. Failure to do so may result in revocation of E-ZPass privileges.
- d. You agree to correctly mount, display, and use your E-ZPass transponder(s) in accordance with the instructions provided by the PA Turnpike E-ZPass Customer Service Center (hereafter referred to as the CSC). You further agree to not mount the E-ZPass transponder in any location that could interfere with an operator's visibility or ability to operate a vehicle. Failure to mount the E-ZPass transponder correctly may hinder toll collection and may result in the highest fare being charged to the account. You agree to use the E-ZPass transponder(s) only in the vehicle(s) specified in your application.
- e. You agree to inform the CSC within ten (10) calendar days of any changes to your application information, including but not limited to, business name, address, telephone number, license plate information, and if applicable, bank account information or credit card number and expiration date. Failure to adhere to this provision may subject your account to additional charges.
- f. Except as otherwise provided herein, you agree and acknowledge the PTC has no obligation or liability to you with respect to the use or performance of the E-ZPass transponder(s). The PTC expressly disclaims any representation or warranty, expressed or implied, including, without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity with models or samples.
- g. You acknowledge a fee may be charged for all returned checks and returned ACH transactions. Should an overdraft occur, you agree the fee may be deducted from your prepaid account or may be added to your postpaid account's monthly invoice.
- h. When you use your E-ZPass transponder at any PTC-partnered entities, you authorize PTC to debit your account for all charges incurred at those facilities, which charges are non-refundable, and you are subject to the laws and regulations governing those facilities.
- i. If you dispute any transaction on your PTC E-ZPass commercial vehicle account, you must notify the PTC within 90 days of the date of the original disputed transaction, disputed charge or other item(s) of dispute. The PTC will investigate the dispute and will make a good faith determination of whether an adjustment is warranted. This good faith determination of the PTC regarding the dispute shall be final and binding.

- j. You authorize the CSC to access and charge transactions to the credit card listed on your application or your bank account as applicable.
- k. In the event the E-ZPass transponder is not read successfully, you shall remain responsible for payment of the toll and may be required to pay the highest fare.
- l. A free detailed monthly statement is available online for a limited number of days. However, paper account statements are available for a monthly fee. This fee is deducted from your prepaid account balance, if applicable, or added to your postpaid invoice.
- m. You agree to pay all costs, including legal fees, incurred by PTC to collect any monies due under the terms of this Agreement.
- n. The PTC reserves the right to change the terms of this Agreement at any time upon written notice to you.
- o. Charges, fees, and the volume discount schedule are outlined in the PTC E-ZPass Commercial Vehicle Addendum, which is made part of this Agreement by reference.

2. CONFIDENTIALITY

- a. You understand the information in your E-ZPass file may be subject to disclosure pursuant to law.
- b. You acknowledge and understand your vehicle(s) may be videotaped or photographed in accordance with applicable laws while on the PTC roadways and at other PTC-partnered entities. You expressly understand the PTC and PTC-partnered entities may monitor the use of the E-ZPass transponder for the purpose of toll collection, traffic monitoring, parking and detecting violations of this Agreement.

3. VOLUME DISCOUNTS

- a. Customers with a postpaid account in good standing shall be eligible for the volume discount program provided monthly tolls meet usage requirements set forth by the PTC and provided invoice payment is received by the 24th of each month. Discounts will not be applied to invoices on accounts with outstanding balances as of the date of the invoice and will not be applied to or include tolls charged to your prepaid account.
- b. Volume discount program amounts are contained in the attached addendum.
- c. You understand continuous late payments may, at the PTC's discretion, result in ineligibility for future volume discounts.

4. E-ZPASS POSTPAID PLAN

- a. The PTC shall establish a postpaid plan for the payment of toll charges incurred by your commercial motor vehicles using the PA Turnpike and shall sell to you E-ZPass transponders subject to your procurement of a surety bond or non-interest bearing certified or cashier's check in a dollar amount required by the PTC.
- b. You agree to pay all toll charges posted to invoices prepared by the PTC resulting from use of E-ZPass transponders on the PA Turnpike and any other fees, charges, or penalties applicable to the postpaid account.
- c. You understand charges from other PTC-partnered entities will be deducted from your prepaid account balance.
- d. The PTC shall invoice you monthly for all charges incurred on the PA Turnpike during the billing period.
- e. You shall pay such invoice within thirty (30) days of the invoice date. Payments received more than 30 days after invoice date will be assessed a monthly late fee on the unpaid balance. For a schedule of fees, see the attached addendum.

- f. To remain eligible for a postpaid commercial vehicle account, your aggregated toll charges on the PA Turnpike shall be at least \$5,000 per year.
- g. For postpaid accounts using ACH auto payment method, you authorize the CSC to access your bank account monthly on the 24th of each month for payment of the postpaid invoice. (The 24th will be used even if it falls on a weekend or holiday.) If funds are not available on this date, the discount (if applicable) will no longer be available, and your account may be charged a fee.

5. SURETY BOND

- a. You shall obtain a surety bond utilizing the PTC's surety form and in an amount required by the PTC prior to establishment of postpaid plan privileges. In lieu of a surety bond, you shall deposit with the PTC a noninterest bearing certified or cashier's check. Such surety bond or certified or cashier's check shall be in an amount equal to the greater of \$5,000 or two months of invoices, which includes gross tolls on the PA Turnpike and all applicable fees. Should you fail to pay toll charges or any other fees, charges or penalties within the timeframe specified in this Agreement, you will forfeit the surety bond or certified check or cashier's check.
- b. The PTC reserves the right at any time to require increased surety and to require, at its discretion, an increase in the amount of such surety bond or certified or cashier's check within thirty (30) days of the date of the notification by the PTC.
- c. The insurer of the bond must provide the PTC a sixty (60) day notice by registered mail of intent to cancel the bond. This will result in the suspension of privileges unless new coverage is provided.

6. PREPAID ACCOUNT BALANCE

- a. You agree the PTC shall not pay interest on any prepaid amounts held for your account. All such prepaid amounts shall be deposited with the PTC, and any amounts due to you shall be repaid upon termination of this Agreement.
- b. If your prepaid account has an insufficient balance to pay charges due, you shall remain liable to the PTC for all outstanding amounts. An insufficient account balance may result in additional charges.
- c. You acknowledge the PTC will periodically review the activity of prepaid accounts and adjust the replenishment amount, if applicable, to more accurately reflect average monthly usage.
- d. For prepaid accounts, charges incurred at designated toll points and at other PTC-partnered entities are deducted from the account balance.
- e. The PTC may deduct any other fees, charges, or penalties, incurred from your prepaid account prior to charging the account for new transactions.

7. PTC E-ZPASS TRANSPONDERS

- a. E-ZPass transponders may not be returned to the PTC for a refund nor may they be transferred, assigned, or sold to any other entity or individual without the express written consent of the PTC.
- b. If the E-ZPass transponder(s) malfunctions for reasons other than abuse, as determined by the CSC, and the E-ZPass transponder is returned to the CSC, it will be replaced at no charge while the transponder is still under warranty. Interior mounted transponders are under warranty for four (4) years. Bumper mounted, roof mounted, and exterior transponders are under warranty for two (2) years.
- c. The security of the E-ZPass transponder(s) is solely the responsibility of you. If your E-ZPass

transponder(s) is lost or stolen, you must notify the CSC immediately. The CSC will continue to deduct from or add to your account any charges incurred by the PTC E-ZPass transponder(s) until you notify the CSC its E-ZPass transponder(s) has been lost or stolen. You will not be reimbursed for any such deductions or additions. When replacing a lost, stolen, or damaged PTC E-ZPass hardcase transponder, you must purchase a new transponder(s). This subsection does not apply to postpaid companion accounts.

8. AWAY AGENCY TRANSPONDERS (Companion – Postpaid, Prepaid/Postpaid Companion Plus)

If your E-ZPass transponder(s) is lost or stolen, you must notify the CSC immediately. The CSC will continue to add to your account any tolls incurred by the E-ZPass transponder(s) until you notify the CSC that its E-ZPass transponder(s) has been lost or stolen. You will not be reimbursed for these charges.

9. TERMINATION

- a. Your noncompliance with any obligation set forth in this Agreement or violation of any E-ZPass-related law, rule, regulation, or procedure shall be grounds for immediate termination of this Agreement and/or electronic invalidation of your PTC E-ZPass transponder(s) by the PTC without further notice.
- b. Unless earlier terminated under subsection (a) of this section, this Agreement shall be effective from the date of execution until such time as either party shall give thirty (30) days prior written notice to the other party of its intention to terminate the Agreement.
- c. Termination of this Agreement shall not affect your obligation to pay any monies due the PTC. As of the date of termination, all outstanding invoices shall become due and payable.
- d. You agree to pay all costs, including reasonable attorney's fees, incurred by the PTC to enforce the terms of this Agreement.

10. FEDERAL AND STATE LAWS- You shall observe and comply with all applicable Federal, State and any other laws that apply to your operation of a fleet of commercial motor vehicles on the PA Turnpike.

11. GOVERNING LAW- The terms of this Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. Any action brought by either party to this Agreement involving any dispute related to this Agreement shall be brought only in the Board of Claims of the Commonwealth of Pennsylvania. Venue shall lie in Dauphin County, Pennsylvania.

12. ASSIGNMENT- You shall not assign this Agreement or any part thereof without the prior written consent of the PTC. Any attempted assignment without such prior consent shall be null and void.

13. SEVERABILITY – The provisions of this Agreement are intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. INTEGRATION – This Agreement and the addendum incorporated herein by reference constitutes the entire Agreement between the parties and supersedes all provisions, promises, representations, and Agreements, whether written or oral, between the parties with

respect to the subject matter contained therein.

15. RELEASE AND INDEMNIFICATION- You hereby release the PTC, and its commissioners, officers, employees and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with this Agreement or the use or performance of the E-ZPass transponder(s) issued to you. You agree that neither the PTC nor its commissioners, officers, employees or agents will incur any obligation or liability for any such loss, damage or injury. You agree to indemnify, protect, and hold harmless the PTC and its commissioners, officers, employees, and agents from all liability for any loss, damage or injury to persons or property arising from or related to the use of the transponder(s) issued to you.

I have read, understand and accept the terms and conditions in this Agreement. I further represent that I am authorized to execute this Agreement on behalf of the company named below.

Company Name:_____

Legal entity: _____
Corporation/Partnership/Sole Proprietor

Address:_____

Address:_____

Date:_____

Signature:_____

Printed name:_____

Title: