Pennsylvania Turnpike Commission (PTC) Personal E-ZPass (POV) Agreement

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. When you open your account or use your E-ZPass transponder, you agree to the following terms and conditions:

1. GENERAL PROVISIONS
    a. You agree to obey all applicable laws, regulations and ordinances regarding the use of the Pennsylvania Turnpike and E-ZPass, all state and local traffic rules and regulations, applicable FCC regulations, and posted speed limits.
    b. You agree to pay all tolls and fees charged to your PTC E-ZPass account (account).
    c. You agree all information provided to the PTC E-ZPass Customer Service Center (hereafter referred to as the CSC) may be verified and investigated by the CSC.
    d. Charges and fees are outlined in the PTC Personal E-ZPass (POV) Addendum, which is made part of this Agreement by reference.

2. TRANSPONDERS
    a. The CSC provides two types of E-ZPass transponders for use on your vehicle, as follows:
        i. Hardcase E-ZPass transponder – a transponder made of hard plastic that contains a non-rechargeable lithium battery. This transponder type is moveable between vehicles and is subject to additional fees and deposits on your account.
        ii. Sticker E-ZPass transponder – a small RFID sticker placed on the windshield; it cannot be transferred to another vehicle, and removal will destroy its functionality.
    b. Do not use more than one transponder at a time. Having more than one transponder in your vehicle may result in multiple toll charges.
    c. You understand the E-ZPass hardcase transponder will remain the property of the PTC. Returned E-ZPass hardcase transponders must not be defaced to receive a refund.
    d. You understand the E-ZPass transponder is valid for E-ZPass transactions at E-ZPass Agencies and other PTC- partnered entities and the tolls incurred will be deducted from your PTC account if the E-ZPass transponder is used at another E-ZPass Agency or PTC-partnered entity.
    e. You agree to correctly mount, display and use the E-ZPass transponder in accordance with the instructions provided by the CSC. Do not mount the E-ZPass transponder in any location could interfere with your visibility or ability to operate your vehicle. Failure to mount the E-ZPass transponder correctly may hinder toll collection and may subject you to a fine and forfeiture of the E-ZPass transponder.
    f. You agree to use the E-ZPass transponder only on the vehicle(s) specified on your application. You agree to contact the CSC to change the vehicle assignment of your E-ZPass transponder(s).
    g. If your E-ZPass transponder is lost or stolen, you must notify the CSC immediately. Until you notify the CSC your E-ZPass transponder has been lost or stolen, the CSC will continue to deduct from your account any toll fees incurred by the E-ZPass transponder. You will be charged a fee for a lost, stolen or damaged E-ZPass hardcase transponder.
    h. If the E-ZPass transponder malfunctions for reasons other than abuse, and the E-ZPass hardcase transponder is returned to the CSC, it will be replaced at no charge.

i. You acknowledge that it is your responsibility to immediately remove all transponders from your vehicle in the event you sell, transfer, or dispose of your vehicle.

3. ACCOUNT
    a. You acknowledge the account can only be used for personal vehicles weighing 15,000 pounds or less, including private cars, SUVs, pick-up trucks, motorhomes and motorcycles. You further acknowledge vehicles used for commercial purposes are not permitted to be included in your account.
    b. Your account balance must be replenished pursuant to one of the following procedures (as selected in your application):
        i. Automatic account replenishment by Credit Card or ACH. Whenever an account balance reaches low balance threshold, your Credit Card or bank account will be automatically charged to replenish your account. If your account requires more than the allowed replenishments in a one-month cycle (two (2) times for credit cards and three (3) times for ACH), the amount of replenishment must be increased based on average usage. If it is not increased, the account may be subject to additional charges.
        ii. Manual account replenishments by Cash, Check or Credit Card. Whenever an account balance reaches low balance threshold, you must make a replenishment payment of at least $35 by one of the following means:
            1. Mailing a check to the CSC.
            2. Visiting the CSC to pay by cash or check.
            3. Authorizing an individual payment by Credit Card.
    c. The toll charged by the PTC, E-ZPass Agencies or PTC- partnered entities will be deducted from your account balance each time the E-ZPass transponder is read at a toll point/plaza. In the event the E-ZPass transponder is not read successfully, you are responsible for payment of the toll.
    d. If your account balance is insufficient to pay the tolls or fees charged to your account, you shall remain liable to the PTC for all outstanding amounts.
    e. No interest will be paid on account balances or deposits.
    f. You agree to provide the license plates of all vehicles that you will use with your account and to keep that information correct and current by updating it whenever there is a change. If you fail to provide the license plate for a vehicle and your transponder is not read for whatever reason, you may be issued a Toll By Plate invoice requiring you to pay the toll and an administrative fee.
    g. You agree to keep all information on your account current and to update your account when there is an address change, name change, vehicle change, license plate change, or credit card, debit card or bank account change.
    h. The CSC may receive updated information about your credit card, debit card or bank account, including new account numbers, CVV, and expiration dates, from your financial institutions. However, it is your responsibility to ensure that all your account information remains current.
    i. The CSC may receive updated information about your address from sources, such as the United States Postal Service, debt collection services, reviews of telephone directories or related skip-tracing practices.
    j. If you sell your vehicle(s) or it is stolen, or if your license plate(s) is lost or stolen, you are responsible for notifying the CSC or removing your vehicle(s) and/or license plate(s) from

your account. Until you notify the CSC or remove the vehicle(s) and/or license plate(s) from your account, you will be responsible for all toll charges incurred.

k. If your automatic replenishment declines, your account will automatically convert to a manual account as described above. The account will be subject to the deposit fees as set forth in Section 7 and you will be disenrolled from E-ZPass Plus. You will continue to be responsible for any tolls and fees charged to your account.

4. GO PAK TRANSPONDER PURCHASES
    a. You may purchase a PTC E-ZPass Transponders Go Pak at stores throughout Pennsylvania. The store where you purchased the Go Pak is allowed to charge an additional convenience fee of up to $7.00.
    b. To activate a Go Pak transponder for use to pay tolls, you must register your Go Pak on the CSC website, using the PA Toll Pay App, or with a representative at our Walk-In or Call Center. Registration is required 24 hours prior to use on the PA Turnpike, 48 hours before use on other toll roads. Trips will not post to unregistered accounts and may result in a Toll By Plate invoice requiring you to pay the toll and an administrative fee.
    c. Go Pak transponders can be used to establish a new account, or they can be added to and become a part of your current account.
    d. You acknowledge that Go Pak transponders can only be used for passenger vehicles.
    e. By activating your Go Pak transponder, you agree that these terms and conditions apply to its use.
    f. Go Pak transponders can only be returned to the CSC. They must be registered with the PTC prior to being returned or serviced. Go Pak Transponders cannot be returned to the place of purchase.

5. E-ZPASS PLUS
    a. To use your E-ZPass transponder at an authorized E-ZPass Plus Facility, you agree to keep a valid Credit Card on your account, with Automatic account replenishment selected.
    b. Customers who have previously selected a bank account as their primary replenishment method must update the account selection to use a valid credit card as the primary replenishment method to be eligible for E-ZPass Plus.
    c. Customers whose accounts meet all the requirements will automatically be enrolled in E-ZPass Plus unless otherwise requested.
    d. By participating in the E-ZPass Plus Program, you agree to the release of your name, address and other account information to E-ZPass Plus facility operators for collection purposes.

6. DISPUTES
    a. You must notify the CSC within 90 days of the transaction date to dispute a toll or fee.
    b. Disputes for tolls or fees at another E-ZPass facility or any other PTC-partnered agency must be disputed first with the CSC before they can be disputed with the other facility or agency.
    c. Disputes can be submitted:
        i. Online by logging into your customer account
        ii. Downloading and completing the toll dispute form and submitting it to the CSC utilizing the contact information in section 10 for:
            1. US mail
            2. Email

3. Fax

d. It is your responsibility to review your account activity to ensure that posted charges are accurate.

7. FEES
   a. A non-refundable annual fee may apply.
   b. A one-time deposit is required for each assigned hardcase E-ZPass transponder. If a form of automatic replenishment is chosen, the deposit is waived. The deposit will be refunded to you if you return the hardcase E-ZPass transponder in good working condition.
   c. A lost/stolen fee will be applied to any hardcase E-ZPass transponder that is reported lost or stolen or is not returned during account closure.
   d. Transactions are available for viewing, with proper credentials online. You may select to receive paper statements by US Mail for a monthly fee. Paper statements are available at the Walk-In center upon request for a fee for each statement.
   e. You acknowledge a fee may be charged to you for all returned checks and returned ACH transactions should an overdraft occur. You agree that the fee may be deducted from your account.

8. TERMINATION, SUSPENSION and REVOCATION
   a. This authorization remains in force until the CSC receives written notification of its termination in such a manner as to afford the CSC time to act on it.
   b. The PTC may terminate this agreement at any time and for any reason. You shall be entitled to a refund of any remaining account balances from the CSC after costs and fees have been paid under this agreement.
   c. The E-ZPass hardcase transponder is the property of the PTC.
   d. The PTC may terminate your account when it is inactive or dormant for three years.
   e. When an account is terminated, for any reason, the CSC reserves the right to inspect the hardcase E-ZPass transponder for damage and abuses, and may at its sole discretion, withhold the repair cost to fix any damage.
   f. You may terminate this Agreement by:
      i. Notifying the CSC of your intent to close your account; and
      ii. Returning all hardcase transponders to the CSC. You will receive a refund of your deposit, if applicable, if the transponder is in good working condition, normal wear and tear accepted. Returned hardcase E-ZPass transponders must not be defaced to receive a refund. Any remaining account balance will be returned within 30 business days after notification is received.
   g. 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.
   h. If your prepaid account balance has remained negative for 60 days, you may be sent a revocation warning letter notifying you to replenish your account. If you fail to replenish and maintain the minimum prepaid balance within 10 business days after a letter is sent to you, your account may be revoked and closed. You may not be allowed to open another account with the CSC, and your account information (name, address, phone number(s), email address, etc.) may be sent to an authorized collection agency for the purpose of collecting the outstanding balance owed.

9. DISCLOSURES

Except as otherwise provided herein, you agree and acknowledge the PTC has no obligation or liability to you with respect to your use or the performance of the E-ZPass transponder. The PTC expressly disclaims any representation or warranty, expressed or implied, including, without limitation, any implied or expressed warranty of merchant ability, fitness for a particular purpose or conformity with models or samples. You agree to indemnify and hold the PTC harmless from and against all damage, loss, expense or liability, relating to, arising from or as a result of your use or the performance of the E-ZPass transponder.

a. The PTC reserves the right to change the terms of this Agreement at any time upon written notice to you. You will be deemed to have received such notice 10 days after it is sent. You agree to all changes upon use of your account after that date.
b. You agree to pay all costs, including reasonable attorneys' fees, incurred by the PTC to enforce the terms of this Agreement.
c. You agree not to assign the obligation or the benefits of this Agreement without the express written consent of the CSC.
d. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall lie in Dauphin County, Pennsylvania.
e. If any terms of this Agreement are found invalid, such invalidity shall not affect the validity of the remaining terms.
f. You agree to inform the CSC in writing of any change to the information set forth in the E-ZPass application. You certify that all information contained in this application is true and accurate.
g. The failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions.

10. CONTACT INFORMATION

a. For information about your account balance, toll charges and other detailed account information or to make a payment or return your E-ZPass Transponder, contact the CSC at:
    i. Our website at www.paturnpike.com
    ii. US Mail or Customer Service Walk-in Center- 300 E Park Drive, Harrisburg, PA 17111
    iii. Call our toll-free number at 877.736.6727: Automated calls are available 24 hours a day unless otherwise posted.
    iv. Fax 717.565.4311
b. Normal business hours are Monday through Friday from 8:00 AM to 6:00 PM.

You understand the information in your E-ZPass file may be subject to disclosure pursuant to law.

You acknowledge and understand you and your vehicle may be videotaped while you are on the Pennsylvania Turnpike or at other PTC-partnered entities. You expressly understand the PTC and other PTC-partnered entities may monitor the use of the E-ZPass transponder for the purposes of toll collection, traffic monitoring, parking and detecting violations of this Agreement.

By signing this Application or using an E-ZPass transponder for payment of tolls, I hereby acknowledge I have reviewed and consent to the terms of agreement and to all terms of this application. I certify that all information contained in this application is true and accurate.