

E-ZPass Individual Agreement Terms and Conditions

These Terms and Conditions, together with your application, constitute your E-ZPass Agreement (the "Agreement"). A copy of these Terms and Conditions will be mailed to you along with your tag(s). Please read these terms and conditions and keep them for your records. When you open your Account and use your New Jersey E-ZPass tag(s), you agree as follows:

1 GENERAL

- You fail to comply with this Agreement may result in suspension, revocation, or termination of your New Jersey E-ZPass account ("Account").
- You may not assign the obligations or benefits of this Agreement.
- Your failure to pay charges posted to your Account, including tolls, may result in additional penalties as provided by law, and may result in the suspension, revocation or termination of your Account.
- You will comply with all applicable traffic laws, regulations, signs and signals, and the direction of toll collectors and law enforcement officers. You acknowledge that failure to do so may result in suspension, revocation, or termination of your Account.
- You will approach and pass through a lane accepting E-ZPass at the posted speed and to obey all traffic signs. You acknowledge that failure to adhere to these requirements may result in the suspension, revocation or termination of your Account.

2 TAG USE

- Use of your New Jersey E-ZPass tag(s) binds you to the Terms and Conditions of this Agreement.
- Your New Jersey E-ZPass tag(s) may be used on the vehicle(s) specifically listed on this Account, provided that the tag type matches the class of vehicle in which it is used. Your New Jersey E-ZPass tag(s) is(are) accepted wherever you see the E-ZPass logo.
- The New Jersey E-ZPass tag(s) remain(s) at all times the property of New Jersey E-ZPass.
- You agree to surrender your New Jersey E-ZPass tag(s) immediately upon our request.
- When you use your tag(s) at any facilities accepting E-ZPass, you authorize New Jersey E-ZPass to debit your Account for any and all charges incurred at those facilities, which charges are non-refundable.
- If you use your tag(s) at facilities accepting E-ZPass outside of New Jersey, you are subject to the laws and regulations governing such use at those facilities.
- You agree not to use any lane accepting E-ZPass if your Account has an insufficient balance. You must pay with cash in a cash lane, otherwise you may be treated as a violator.

3 ACCOUNT INFORMATION

Your New Jersey E-ZPass Account consists of a prepaid balance (including discount plans) and a \$10 per tag refundable deposit for accounts that are replenished by check or cash.

- Tag Deposit:** A \$10 per tag deposit is required if you replenish your Account by check or cash. The tag deposit fee is refunded to you when you close your Account, have settled any outstanding balances, and return the tag(s) to New Jersey E-ZPass in good condition. The deposit fee will be credited to your Account if you elect to pay automatically by credit card or by direct debit from a bank checking account.
- Prepaid Balance:** You must maintain a prepaid balance amount with New Jersey E-ZPass to cover applicable charges to your Account. Each time you use your New Jersey E-ZPass tag, applicable charges will be deducted from your Account. New Jersey E-ZPass will also deduct applicable administrative fees incurred under this Agreement. If your Account balance has remained negative for 60 days, you will 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 letter is sent to you, your Account will be revoked. You will not be allowed to open another Account with New Jersey E-ZPass, and your Account will be placed with a collection agency to pursue your outstanding balance. New Jersey E-ZPass also reserves the right to notify any and all consumer reporting agencies of any outstanding balances that have been delinquent for more than 90 days.
- Account Balances:** No interest will be paid on balances in your Account or on your refundable tag deposit.
- Replenishment:** Periodically, your toll use will be reviewed. If your monthly activity is above or below your current monthly payment, your minimum monthly debit/credit card, cash or check payment will be adjusted accordingly and you will be notified on your next scheduled statement.
- Automatic Credit Card Update:** New Jersey 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. However, it is your responsibility to ensure that all your Account information remains up to date.

4 ACCOUNT STATUS

- You will receive a monthly statement for the first six months upon opening an Account and bimonthly statements thereafter, unless there were no toll revenue transactions and no financial activity in the Account during the applicable period.
- You may choose to opt out of receiving paper Account statements by calling the New Jersey E-ZPass Customer Service Center at 1-888-AUTO-TOLL (1-888-288-6865) or by visiting the New Jersey E-ZPass website (www.EZPassNJ.com). You may continue to access your Account activity on the New Jersey E-ZPass website (www.EZPassNJ.com). You must use your PIN to access this information.
- If you have a touch-tone phone, you may call 1-888-AUTO-TOLL (1-888-288-6865) 24 hours a day for your Account balance. If you choose to opt out of receiving paper Account statements, it is your responsibility to review your Account activity on the New Jersey E-ZPass website (www.EZPassNJ.com) to ensure that posted charges are accurate.

5 PAYMENTS

Method of Payment. Account replenishment must occur when your prepaid balance decreases to or below the threshold amount specific to the method of payment you selected. You can replenish your Account in one of the following ways:

- By selecting credit card replenishment, you authorize New Jersey E-ZPass to automatically charge your credit card for your replenishment amount.
- By selecting direct debit of your bank checking account for replenishment, you authorize New Jersey E-ZPass to automatically debit your bank checking account for your replenishment amount.
- You can mail a check to the New Jersey E-ZPass Customer Service Center or hand-deliver it to any of the New Jersey E-ZPass Walk-in Center locations. Checks should be made payable to E-ZPass. A returned check fee of \$25 will be charged for each check returned to New Jersey E-ZPass for insufficient funds.
- Cash payments must be made in U.S. dollars in person at any of the New Jersey E-ZPass Walk-In Center locations. **DO NOT SEND CASH IN THE MAIL.**
- If you have chosen to replenish your Account with a credit card, you will be enrolled in the E-ZPass Plus™ program. You may choose to opt out of E-ZPass Plus by calling the New Jersey E-ZPass Customer Service Center at 1-888-AUTO-TOLL (1-888-288-6865). This program allows you to use your E-ZPass tag at authorized E-ZPass Plus facilities. If your Tag is used to incur E-ZPass Plus charges, any charges of \$20 or more will be directly charged to your credit card by E-ZPass. Charges under \$20 will be deducted from your pre-paid balance. 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.
- Depending on usage or other charges to your Account, there may be more than one replenishment transaction in one statement period.

6 TAG MISUSE, ADMINISTRATIVE FEES, ORPHAN TRANSACTIONS, DISPUTED CHARGES

Improper use of your New Jersey E-ZPass tag(s) or failure to pay the proper toll may result in the imposition of an administrative fee or other charges as follows:

- If you use your tag(s) when your Account has a negative balance, is suspended, revoked, or you use a tag that has been reported as lost or stolen, you may incur an administrative fee of up to \$50 (per occurrence), be charged the full undiscounted toll, and may be asked to surrender your tag(s).
- If you use a valid tag in a vehicle other than the type of vehicle for which the tag is designated, you may incur administrative fees of up to \$50 (per occurrence) and may be asked to surrender your tag(s). Such continued misuse may also result in revocation of your Account.
- If you attempt to use a tag without properly attaching it to your vehicle in accordance with the instructions in the E-ZPass Customer Reference Guide you received when your Account was opened, you may incur an administrative fee of up to \$50 (per occurrence).
- On the New Jersey Turnpike, orphan transactions can occur when, due to equipment failure or user misuse, a tag is not read at either the vehicle entry or exit point or both. In these events, the actual toll cannot be determined and the toll amount charged will be based upon the vehicle's class and the following rules: (a) if the tag is not read on entry for whatever reason, but is read at exit, the maximum

fare will be charged; or (b) if the tag is not read for whatever reason at both the entry and exit, but the license plate on the vehicle is read, the median fare for the applicable exit interchange will be charged to the Account assigned to that license plate. If New Jersey E-ZPass determines that the orphan transaction is a result of user misuse or improper installation of the tag in the vehicle, New Jersey E-ZPass reserves the right to charge an administrative fee of up to \$50 (per occurrence) in addition to the toll charged. Other facilities accepting E-ZPass outside the State of New Jersey may have similar policies. You agree to abide by the policies of those facilities consistent with section 2 of these Terms and Conditions.

- Tags must be removed from any vehicle under tow. If tags are not removed, your Account may be charged for any and all tolls incurred in connection with the towing of such vehicle.
- Administrative fees and charges may be billed directly to your Account. You may only contest the imposition of charges or administrative fees to the New Jersey E-ZPass Customer Service Center. Any such challenges must be made in writing within 60 days of the issuance of the first Account Statement reflecting the disputed charge. If the fee is rescinded, your Account will be credited the amount of the rescinded fee or charge.

7 LOST OR STOLEN TAGS

You must notify New Jersey E-ZPass immediately upon discovery of the theft, loss or unauthorized use of your New Jersey E-ZPass tag(s) by either calling 1-888-AUTO-TOLL (1-888-288-6865) or reporting it on the website (www.EZPassNJ.com) to the New Jersey E-ZPass Customer Service Center. If notification of the loss or theft is made to New Jersey E-ZPass in a timely manner, via one of the methods listed above, you will not be liable for unauthorized charges in excess of \$49.99 per tag to your Account prior to receipt of notification of loss or theft, and you will not be liable for any charges resulting from the unauthorized use of your tag(s) after the receipt of notification of loss or theft. A fee may be charged to your Account for any lost or stolen tag(s). If you wish to replace your lost or stolen tag(s), a new \$10 per tag deposit will be required if you replenish your Account by check or cash. If your tag was stolen, notification of the theft is made to New Jersey E-ZPass in a timely manner, and you provide the New Jersey E-ZPass Customer Service Center with a written copy of a police report of the tag's theft, you will not be charged any fees for the stolen tag or for a replacement tag.

8 DEFECTIVE TAGS

If your New Jersey E-ZPass tag(s) is non-operational for reasons other than abuse or improper use, and the tag is returned to the New Jersey E-ZPass Customer Service Center, it will be replaced at no extra charge to you. If New Jersey E-ZPass determines that abuse or improper use has rendered your tag(s) non-operational, a fee for the tag(s) may be charged to your Account and, if you wish to replace the tag(s), a new \$10 per tag deposit will be required if you replenish your Account by check or cash.

9 DISCLAIMER

To the extent permitted by law, New Jersey E-ZPass expressly disclaims any representation of warranty, expressed or implied, relating to the New Jersey E-ZPass tag including without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity to models or samples. Nor is New Jersey E-ZPass liable for any third party act taken by reason of your use or display of the New Jersey E-ZPass tag. You agree to indemnify New Jersey E-ZPass and hold New Jersey E-ZPass 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 New Jersey E-ZPass tag.

10 TERMINATION

You may terminate this Agreement at any time by calling, e-mailing or writing to the New Jersey E-ZPass Customer Service Center requesting that your Account be closed, returning all of your New Jersey E-ZPass tag(s) in good working condition (except for normal wear) and settling any outstanding charges on your Account. Tags can be returned in person to any of the New Jersey E-ZPass Walk-in Center locations or by mail to the New Jersey E-ZPass Customer Service Center. Tag(s) will remain the property of New Jersey E-ZPass under all circumstances. Tag(s) issued to you that have been lost or stolen must be reported to us and any charges applicable to such tag(s) will be applied to your Account consistent with section 7 of these Terms and Conditions. Tag(s) returned to New Jersey E-ZPass not in good working condition or that have been defaced will result in a fee being charged to your Account for each such tag as per section 16. All outstanding charges will be deducted from the funds in your Account with any remaining balance refunded to you by applying a credit to the credit card you have on file, or, if there is no credit card on file, by issuing a refund check to you. Your Account will remain active with charges and fees, including the monthly membership fee, continuing to be applied until all outstanding balances are settled, you have reported all lost or stolen tag(s), and all tag(s) still in your possession have been returned to the New Jersey E-ZPass Customer Service Center. You agree that we may terminate your New Jersey E-ZPass Account for improper use at any time, and without notice.

11 COLLECTION EXPENSES

You agree to pay all costs, including legal fees, incurred by New Jersey E-ZPass to collect any monies due under the terms of this Agreement.

12 MODIFICATION

New Jersey E-ZPass may change the Terms and Conditions at any time, including changing any existing fees or imposing new fees. A copy of the revised Terms and Conditions, including the effective date, will be included with your Account statement, and will be delivered to you in the same manner you have chosen for delivery of your Account statement. A copy of any revised Terms and Conditions will also be mailed to you upon request. Your first use of a tag following the delivery of any new Terms and Conditions will constitute your acceptance of those new Terms and Conditions. You may choose to opt out and decline the change in Terms and Conditions by not using the tag(s) after the effective date for the new Terms and Conditions and returning all your E-ZPass tag(s) pursuant to Section 10. 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. You agree to inform New Jersey E-ZPass in writing, by calling 1-888-AUTO-TOLL (1-888-288-6865) or through the New Jersey E-ZPass website (www.EZPassNJ.com) of any changes to the information provided by you in your New Jersey E-ZPass application, including:

- Change in address
- Change in vehicle information (new car, license plate, etc.)
- Change in credit card account status (closed account, maximum credit use)
- Expiration date of credit card account

13 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14 NON-DISCLOSURE

Customer account information will not be disclosed to third parties without your consent except as permissible by law.

15 INQUIRIES AND CORRESPONDENCE

Please send applications, inquiries and correspondence, tag returns, payments or violation inquiries to:

Applications:
NJ E-ZPass Cust. Service Center
P.O. Box 52001, Newark, NJ 07101-8201
Payments:
NJ E-ZPass Cust. Service Center
P.O. Box 52002, Newark, NJ 07101-8202

Violation Inquiries:
NJ E-ZPass Cust. Service Center
P.O. Box 52005, Newark, NJ 07101-8205
Inquiries, Correspondence and Tag Returns:
NJ E-ZPass Cust. Service Center
P.O. Box 52003, Newark, NJ 07101-8203

Telephone Inquiries:

All non-violations telephone inquiries may be made toll free by dialing 1-888-AUTO-TOLL (1-888-288-6865). Violations telephone inquiries may be made by dialing 1-973-366-1425.

16 SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Monthly Statement Fee by mail/e-mail:	\$1.00 bi-monthly fee
Monthly Membership Fee:	\$1.00
Per Tag deposit (cash or check customers):	\$10.00
Per Tag deposit (credit card or direct debit customers):	waived
Duplicate copy statement fee:	\$0.75 regular mail \$0.11 e-mail
Fee for defaced, damaged, lost or stolen tag:	Interior: \$9.00 Exterior: \$15.00
Returned check fee:	\$25.00
Tag misuse:	up to \$50.00 (per occurrence)
Violation administrative fee:	up to \$50.00 (per occurrence)

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

Effective date - 4/2012