
If you have an *E-ZPASS®* account, you are also subject to your Agreement for your *NJ E-ZPASS®* Account, which you can find at [https://www.ezpassnj.com/en/about/terms.shtml](https://www.ezpassnj.com/en/about/terms.shtml).

**License for Use**

Subject to these Terms of Use as an individual, we grant you a personal, limited, non-exclusive license to access and use the Site and the Services, for your personal, individual, non-commercial, and non-automated use only. You may not access or use the Site or the Services except for these express purposes and as expressly allowed by these Terms of Use, except as provided by written agreement with *NJ E-ZPASS®*. Commercial access for business use is subject to these Terms of Use on the *NJ E-ZPASS®* Website, but access to the Mobile App is limited.

**Limitations and Disclaimers**

The Site and the Services may allow you to access various content. You acknowledge and agree that this type of content is provided for general purposes only; and you acknowledge and agree that circumstances may cause information to differ from what is presented through the Site or the Services. You agree to exercise all reasonable judgment and take all appropriate steps, including without limitation consulting additional sources of information and taking all appropriate safeguards, in relation to your use of any such information or participation in any such programs. TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT WE ARE NOT LIABLE FOR YOUR USE OF OR RELIANCE ON THE SITE OR THE SERVICES OR PARTICIPATION IN ANY PROGRAM DESCRIBED ON THE SITES.

WE PROVIDE THE SITE AND THE SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND; AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE SITE OR THE SERVICES —INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF ACCURACY, FREEDOM FROM INTERRUPTION OF SERVICE OR AVAILABILITY, FREEDOM FROM VIRUS OR OTHER HARMFUL CODE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**Restrictions on Use**

Unless you have received prior written authorization from *NJ E-ZPASS®*:

- you may not sell, rent, lease, re-distribute, re-publish, re-transmit, display publicly, modify, create derivative works from, or otherwise exploit the Site or the Services, or any of their contents;

- you may not access or use the Site or the Services through any technology or means other than those provided in the Site or the Services;
you may not access or use the Site or the Services in a manner that gives you or any other person access to mass downloads or bulk feeds of any content from the Site or the Services;

you may not access or use the Site or the Services through any automated or non-human means, such as through bots, spiders, scripts, or software, except where such means are used for the sole purpose of search engine optimization;

you may not access or use the Site or the Services for purpose of scraping, harvesting, mining, or other data extraction;

you may not access or use the Site or the Services for any interference, disruption, or other illegal or unauthorized purposes, such as interference with the operations of the Site or the Services or interference with access to the Site or the Services, such as through viruses, Trojan horses, worms, time bombs, cancelbots, or other such applications;

you may not reverse engineer, decompile or otherwise attempt to extract the source code of the Site or the Services or any part thereof, unless expressly permitted or required by applicable law; and

you may not delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Site or in or through Services.

**Account Management and Your Communications to Us**

You are responsible for all activity that happens on or through your account. To protect your account, keep your password confidential. We reserve the right to disable access to the site(s) and/or terminate your NJ E-ZPASS® account if it is determined that our terms of use have been violated.

The Site or the Services may provide you with the ability to contact us, such as through e-mail addresses, contact forms, or other means. If you communicate with us regarding any ideas, input, feedback, or anything of similar nature, you grant us a perpetual, irrevocable, nonexclusive, royalty-free license to use any such ideas, input, feedback, or anything of similar nature, subject to the NJ E-ZPASS® Privacy Policy.

**Mobile Device Access**

If you access this Site using an Apple iOS, Android or Microsoft Windows-powered device, respectively, you agree that your access to the Site using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary’s terms of service, which we encourage you to review. Those third parties, while not a party to this Agreement, are a third-party beneficiary of this Agreement, and stand in our shoes to enforce any violation by you of this Agreement.

Further, when you access the Site through a mobile network, your network or roaming provider’s messaging, data and other rates and fees will apply. Downloading, installing or using certain NJ E-ZPASS® services may be prohibited or restricted by your network provider and not all NJ E-ZPASS® and/or Site services may work with your network provider or device.

**Copyright**
All content, software, and technology included on the Site or used in the operation of the Site is the owned or licensed property of the Authorities or its content, software, and technology suppliers, and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of Authorities and protected by U.S. and international copyright laws. The Authorities grants you permission to view and use content, software, and technology made available to you on the Site in connection with your own personal, noncommercial use of the Site. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the content, software, and technology on the Site is strictly prohibited without written permission from the Authorities.

**Trademarks**

The trademarks, service marks, trade dress, and “look and feel” (the “Trademarks”) used and displayed on the Site are registered and unregistered Trademarks of the Authorities and others. Nothing on the Site shall be construed as granting any license or right to use any Trademark displayed on the Site without the prior written permission of the owner of the Trademark. Other product and company names mentioned in the Site may be the Trademarks of their respective owners.

**Indemnity**

YOU HEREBY AGREE TO DEFEND AND INDEMNIFY THE AUTHORITIES AND THEIR RESPECTIVE DIRECTORS, COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FOR ANY CLAIMS RESULTING FROM OR RELATING IN ANY WAY TO YOUR BREACH OF ANY PROVISION OF THESE TERMS OF USE AND YOUR USE OF THE SITE OR THE SERVICES.

**Additional Limitations of Liability**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE AND OUR OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, DATA, USE, OR GOODWILL) RESULTING OR RELATING IN ANY WAY TO YOUR ACCESS OR USE OF (OR INABILITY TO ACCESS OR USE) THE SITE OR THE SERVICES —WHETHER BASED ON WARRANTY, CONTRACT, TORT/NEGLIGENCE, OR OTHER LEGAL THEORY —EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LAWS OF SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THE AGGREGATE LIABILITY OF US AND OUR OFFICERS, EMPLOYEES, AND AGENTS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100).

**Changes to Terms of Use**

If there is a change to these Terms of Use, we will post the new Terms of Use on the Site. By continuing to access or otherwise use the Sites or the Services, you agree to be legally bound by any such new Terms of Use.

**Miscellaneous**

These Terms of Use constitute the entire agreement, comprised of the terms of use, privacy policy and **NJ E-ZPASS® Terms and Conditions**, between you and us with respect to matters set forth in these Terms of Use.
Use and supersede any prior or contemporaneous understanding or agreement; and there are no third-party beneficiaries to these Terms of Use. Your E-ZPASS account is also governed by your agreement for that account. These Terms of Use will bind and inure to the benefit of any assignees or successors in interest of or to you or us. Section and paragraph headings in these Terms of Use are used for convenience and reference only and in no way define, limit, extend or otherwise describe the scope or intent of these Terms of Use and may not affect the meaning or interpretation of these Terms of Use. If any provision of these Terms of Use is deemed invalid or unenforceable, that provision will be reformed and construed consistently with applicable law as nearly as possible to reflect the original intentions of these Terms of Use; and in any event, the remaining provisions of these Terms of Use will remain in full force and effect. No waiver of any of the provisions of these Terms of Use is a waiver of any other provision, whether or not similar, nor does any waiver constitute a continuing waiver.

**Governing Law**

These Terms of Use and our Privacy Policy are governed by and construed in accordance with the laws of the State of New Jersey.