

Pennsylvania Turnpike Commission E-ZPass Agreement

These terms and conditions along with the application constitute your E-ZPass agreement made and entered into by and between the applicant, co-applicant and the Pennsylvania Turnpike Commission (PTC). Pursuant to the terms of this agreement, the PTC agrees to provide an E-ZPass transponder for the electronic payment of tolls at designated toll plazas and fees at all E-ZPass Plus facilities. **The first use of the E-ZPass transponder signifies your acceptance of the E-ZPass agreement.**

TERMS OF AGREEMENT

1. You agree to obey all state and local traffic rules and regulations and applicable FCC regulations. You agree to obey posted speed limits in all E-ZPass lanes.
2. You agree that all information provided to the PTC E-ZPass Customer Service Center (hereafter referred to as the CSC) may be verified and investigated by the PTC E-ZPass CSC.
3. You understand the E-ZPass transponder will remain the property of the PTC. Returned E-ZPass transponders must not be defaced to receive a refund.
4. You understand that the E-ZPass transponder is valid for E-ZPass transactions at E-ZPass Agencies in other states, and that the tolls incurred will be deducted from your PTC account if the E-ZPass transponder is used at another E-ZPass Agency.
5. You agree to correctly mount, display and use the E-ZPass transponder in accordance with the instructions provided by the PTC E-ZPass CSC. Do not mount the E-ZPass transponder in any location that 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. You agree to use the E-ZPass transponder only on the vehicle(s) specified on your application. You agree to contact the PTC E-ZPass CSC to change the vehicle assignment of your E-ZPass transponder(s).
6. Except as otherwise provided herein, you agree and acknowledge that 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.
7. You acknowledge that 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 said account.
8. The PTC reserves the right to change the terms of this agreement at any time upon written notice to you.
9. You agree to pay all costs, including reasonable attorneys' fees, incurred by the PTC to enforce the terms of this agreement.
10. If your account balance is insufficient to pay the PTC E-ZPass CSC, you shall remain liable to the PTC for all outstanding amounts.
11. You agree not to assign the obligation or the benefits of this agreement without the express written consent of the PTC E-ZPass CSC.
12. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue shall lie in Dauphin County, PA.
13. If any terms of this agreement are found invalid, such invalidity shall not affect the validity of the remaining terms.
14. You agree to inform the PTC E-ZPass 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.
15. To use your E-ZPass transponder at an authorized E-ZPass Plus Facility, you agree to replenish your account by selecting Option 1 or Option 2 under No. 6, Account Replenishment Options, on the application. If you choose replenishment Option 1, you agree to secure your account with a credit card and provide your credit card information in the Secondary Credit Card section of No. 7, Initial Payment Method, on the application. By participating in the E-ZPass Plus Program, you agree to the release of your name and address to E-ZPass Plus facility operators for collection purposes.

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

You acknowledge and understand that you and your vehicle may be videotaped while you are on the Pennsylvania Turnpike, other E-ZPass Agency roadways and E-ZPass Plus facilities. You expressly understand that the PTC and other E-ZPass Agencies may monitor the use of the E-ZPass transponder for the purposes of toll collection, traffic monitoring, parking and detecting violations of this agreement.

DEPOSIT AND ACCOUNT BALANCE

1. A one-time deposit of \$10, plus a \$3 non-refundable annual service fee, is required for each assigned 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 E-ZPass transponder in good working condition. No interest will be paid on account balances or deposits. Paper account statements are available for a monthly fee.
2. A fee equal to the toll charged by the PTC or other E-ZPass Agencies will be deducted from your account balance each time the E-ZPass transponder is read at a toll plaza. In the event that the E-ZPass transponder is not read successfully, you are responsible for payment of the toll.
3. Your account balance must be replenished pursuant to one of the following procedures (as selected in your application):
 - a.) Automatic account replenishment by Credit Card or ACH. Whenever an account balance reaches a cumulative value of \$10 or less per E-ZPass transponder (\$10 x # of transponders), your Credit Card or bank account will be automatically charged a minimum of \$35 per E-ZPass transponder to replenish your account. If your account requires more than the allowed replenishments in a one-month cycle (2 times for credit cards and 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 fees and violations.
 - b.) Manual account replenishments by Cash, Check or Credit Card. Whenever an account balance reaches a cumulative value of \$15 or less per E-ZPass transponder (\$15 x # of transponders), you must make a replenishment payment of at least \$35 per E-ZPass transponder by one of the following means:
 - 1.) Mailing a check to the PTC E-ZPass CSC.
 - 2.) Visiting the PTC E-ZPass CSC to pay by cash or check.
 - 3.) Authorizing an individual payment by Credit Card.
4. Your account balance and other detailed account information can be accessed 24 hours a day by calling our toll free number at 877.736.6727 or on the Web at www.paturnpike.com. Transactions are available for a limited number of days.
5. This authorization remains in force until the PTC E-ZPass CSC receives written notification of its termination in such a manner as to afford the PTC E-ZPass CSC time to act on it.
6. If the E-ZPass transponder malfunctions for reasons other than abuse, and the E-ZPass transponder is returned to the PTC E-ZPass CSC, it will be replaced at no charge.

TERMINATION

1. 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 PTC E-ZPass CSC after costs and fees have been paid under this agreement.
2. The E-ZPass transponder is the property of the PTC, but will remain in your possession unless a violation of this agreement has occurred or unless you decide to terminate the agreement. If you decide to terminate this agreement by returning the E-ZPass transponder to the PTC E-ZPass CSC in good working condition, normal wear and tear accepted, the PTC E-ZPass CSC will refund your deposit, if applicable and any remaining balance within thirty business days. Returned E-ZPass transponders must not be defaced to receive a refund. Return your E-ZPass transponder to the PTC CSC at 300 East Park Drive, Harrisburg, PA 17111. It is recommended that when returning your E-ZPass transponder that you enclose the transponder in a foil bag and use a method that can provide proof of receipt by the E-ZPass CSC.
3. The PTC E-ZPass CSC reserves the right to inspect the E-ZPass transponder for damage and abuses, and may at its sole discretion, withhold the cost to repair any damage.
4. If your E-ZPass transponder is lost or stolen, you must notify the PTC E-ZPass CSC immediately. Until you notify the PTC E-ZPass CSC that your E-ZPass transponder has been lost or stolen, the PTC E-ZPass 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 transponder.

By signing the application, you hereby consent to all of the terms of this agreement. This includes the release of any documentation requested by the PTC or its agents from your employer, bank or other reference that will assist the PTC E-ZPass CSC in determining your eligibility.

For additional information, refer to the PTC E-ZPass website at www.paturnpike.com.