

E-ZPass® MARYLAND PRIVATE ACCOUNT TERMS AND CONDITIONS

These terms and conditions, together with your E-ZPass Maryland Application ("Application"), constitute your E-ZPass Agreement ("Agreement"). E-ZPass is a multi-state system, which includes E-ZPass and E-ZPass Plus facilities ("Facilities"), of electronic financial transactions, which, in Maryland, is operated by the Maryland Transportation Authority ("Authority"). Please read these terms and conditions and keep them for your records. When you open your E-ZPass Maryland Account ("Account") and use the E-ZPass Transponder ("Transponder"), you are agreeing to the following:

GENERAL CONDITIONS

- a) Failure to comply with this Agreement may result in any or all of the following: unpaid toll transactions, termination of your Account, additional fees, fines, non-renewal or suspension of your motor vehicle registration and referral to the State of Maryland Central Collection Unit ("CCU").
- b) You may not assign the obligations or benefits of this Agreement to anyone else.
- c) You are responsible for maintaining your Account and for monitoring your Account balance and activity.
- d) You must approach and pass through E-ZPass toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Account.
- e) You must come to a complete stop in staffed toll lanes and proceed only on a green signal unless otherwise directed, even if your vehicle is equipped with an E-ZPass Transponder.
- f) You must comply with all applicable traffic laws, regulations, signs, signals and directions of Authority employees, agents and law enforcement officers.
- g) E-ZPass Maryland may deny any Application at any time because of outstanding unpaid tolls and fees or the submission of false information.
- h) You acknowledge and understand that you and your vehicle may be videotaped and/or digitally photographed while you are on Authority property and other Facilities that have a reciprocal agreement with E-ZPass Maryland and/or accept E-ZPass. You expressly understand that the Authority and other Facilities monitor the use of the Transponder for the purpose of toll collection, traffic monitoring and detecting violations of this Agreement.

YOUR ACCOUNT

- a) You may have up to four (4) Transponders and ten (10) vehicles registered on your Private Account. If you require more than four (4) Transponders or ten (10) vehicles on your Account, you must close your Private Account and open a Business Account. Please see the Business Account Terms and Conditions.
- b) You must maintain a positive Account balance to cover applicable charges to your Account. Applicable tolls will be deducted from your Account each time the Transponder or registered vehicle is used. E-ZPass Maryland also may deduct from your Account any applicable fees. (See section entitled Schedule of Fees.) You may contest the imposition of charges or administrative fees only in writing to the E-ZPass Maryland Service Center. Such disputes must be made within one hundred twenty (120) days from the date the transaction is posted to your Account.
- c) No interest will be paid on any funds held in your Account.
- d) You will be charged a monthly account maintenance fee, which will be deducted from your prepaid toll balance.
- e) If you choose, you may receive a periodic statement. If there is no activity on your Account during the applicable period covered by such statement, you will not receive a statement.
- f) You may be charged a fee for any request to retrieve a statement. Statements more than one (1) year old are not available.
- g) **You agree to inform E-ZPass Maryland of any changes to your Account. Failure to keep your Account up-to-date may result in unpaid tolls and additional fees. The following information must be kept current:**
 1. Name(s) on the Account;
 2. Address;
 3. Telephone information, including area code;
 4. E-mail address (if applicable or available);
 5. Vehicle information (license plate number and State, make, model, and year);
 6. Expiration date of credit card account, or change in credit card number;
 7. Payment method; and
 8. Driver's license number and state of issuance.
- h) You agree that a mailing or emailing to the address on your Application or to an address that you subsequently provide to E-ZPass Maryland constitutes notice to you of the tolls, fees or charges owed, and of any determination by E-ZPass Maryland of any submitted dispute.

ACCOUNT AGREEMENT MODIFICATIONS

E-ZPass Maryland may change the terms and conditions of this Agreement at any time by advance notice. You agree to the new terms and conditions when you use the Transponder after the effective date of the new terms and conditions. The invalidity of any terms and conditions of this Agreement shall not affect the enforceability of any other terms and conditions of this Agreement, which shall remain in full force and effect.

ABOUT YOUR TRANSPONDER(S)

- a) A nonrefundable fee will be charged for each Transponder issued to your new Account or to an existing E-ZPass Maryland Account.
- b) A defective Transponder may be replaced with a similar unit within four (4) years from the date of issuance if the Transponder has not been damaged, defaced, or improperly used as determined by E-ZPass Maryland. However, if E-ZPass Maryland determines the Transponder has been damaged, defaced, or improperly used, a nonrefundable fee will be charged for a replacement.
- c) You may use the Transponder only with the vehicle(s) specifically registered on your Account.
- d) You must surrender the Transponder(s) immediately upon request by E-ZPass Maryland personnel or law enforcement officers and in accordance with the section entitled "Unpaid Toll Transactions."
- e) When you use the Transponder at any Facilities, you authorize E-ZPass Maryland to debit your Account for such use.
- f) If you use the Transponder at Facilities outside of Maryland, you are subject to the laws and regulations governing such use.
- g) You agree to correctly mount, display and use the Transponder in accordance with the instructions provided by E-ZPass Maryland. Do not mount the Transponder in any location that could interfere with your visibility or ability to operate your vehicle. Failure to mount the Transponder correctly may hinder toll collection and may subject you to a fee, forfeiture of the Transponder, and/or account closure.
- h) Transactions in which the Transponder is not read may result in a higher toll rate to be deducted from your Account.
- i) If your Transponder is lost or stolen, you will not be liable for Transponder use that occurs after you notify E-ZPass Maryland verbally, in writing, or via the website of the loss or theft of your Transponder. If a replacement Transponder is requested, a nonrefundable fee will be charged for the replacement.
- j) If you no longer wish to use a Transponder issued to your Account, you may return the Transponder to E-ZPass Maryland for proper disposal. However, if you are returning your Transponder and closing your Account, refer to the Termination section of this agreement for Account closure instructions.

ACCOUNT PAYMENTS AND REPLENISHMENT

- a) You must pay a minimum advance toll payment or replenishment amount, which is a prepayment to your Account, sufficient to pay Account charges for a one-month period. Advance toll payments are not available for use from your Account until twenty-four (24) hours after replenishment for in-State use and forty-eight (48) hours after replenishment for out-of-State use. You agree to replenish your Account by this amount when your Account balance decreases to or falls below the minimum balance specific to the Account plan you selected.
- b) You may choose to replenish your Account in one of the following ways:
 1. By credit card. You may authorize E-ZPass Maryland to charge your credit card automatically for all charges to your Account; or you may authorize a one-time online credit card payment via the website at www.ezpassmd.com, at an E-ZPass Maryland Stop-In Center, by telephone, or by mail;
 2. By check or money order made payable to E-ZPass Maryland. Your payment may be sent by mail or made at an E-ZPass Maryland Stop-In Center; or
 3. By cash payment in U.S. dollars in person at an E-ZPass Maryland Stop-In Center.

DO NOT SEND CASH BY MAIL OR LEAVE CASH IN A DROP BOX.

- c) *E-ZPass* Maryland will perform an Account analysis on all new Accounts thirty-five (35) days from the first Transponder use and every ninety (90) days thereafter. If your average monthly usage, within a ninety (90) day period, is above or below your replenishment amount, *E-ZPass* Maryland will automatically adjust your replenishment amount to approximate one-month's level of use. You will be notified after this change is made to your replenishment amount.
- d) You may have more than one replenishment transaction within a one-month period based upon your usage.
- e) A returned check fee will be charged for each check returned to *E-ZPass* Maryland unpaid by your bank. (See section entitled Schedule of Fees.)

DISCOUNT PLANS

E-ZPass Maryland discount plans are linked to a specific Transponder assigned to your Account. Only trips taken using a Transponder specifically associated with a valid discount plan will be debited from your Account at the discounted toll rate. Some *E-ZPass* Maryland discount plans are time sensitive. The value of the trips not used within the discount plan cycle will be debited from your Account after the plan cycle ends and will be reflected on your statement. If the Transponder is not read, a higher toll rate than the discount plan rate will be deducted from your Account. Discount plans are not eligible for refunds.

UNPAID TOLL TRANSACTIONS

- a) Unpaid toll transactions will occur:
 - 1. When the Transponder is used, and the Account has a negative balance or has been suspended or revoked;
 - 2. When the Transponder is used after it has been reported lost or stolen; and
 - 3. When the Transponder is not read for any reason, including improper mounting to your vehicle and is used in a vehicle that is not listed on your Account.
- b) Unpaid toll transactions:
 - 1. Will be charged to the registered owner of the vehicle;
 - 2. Will be charged at the maximum toll rate for the vehicle class;
 - 3. Will be charged a Notice of Toll Due fee for each unpaid toll transaction;
 - 4. May incur administrative fees for each unpaid toll transaction;
 - 5. May be assessed civil penalties allowed by law for each unpaid toll transaction;
 - 6. May result in termination of your Account, at which time you will be required to surrender the Transponder(s) to *E-ZPass* Maryland;
 - 7. May result in the Authority instructing the Motor Vehicle Administration ("MVA") to not renew or to suspend the vehicle registration for non-payment or chronic unpaid toll transactions. The MVA charges the registered owner an additional administrative fee for each suspension or non-renewal; and
 - 8. May result in the Authority referring the registered owner to CCU for collection of unpaid tolls and fees. CCU assesses a collection fee in addition to the amount referred for collection.
- c) Unpaid tolls and additional fees may be deducted directly from your Account by *E-ZPass* Maryland.
- d) You may only contest the imposition of administrative fees in writing to *E-ZPass* Maryland. If any fees are adjusted, your Account balance will be adjusted by the appropriate amount.

DISPUTES

You hereby authorize *E-ZPass* Maryland to decide in the first instance every question or dispute arising from, under, in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Transponder or Account.

TERMINATION

- a) In order to terminate this Agreement and close your Account, you may:
 - 1. Access your *E-ZPass* Maryland Account at www.ezpassmd.com and submit a request stating your intent to close your Account and terminate this Agreement;
 - 2. Send a written request stating your intent to close your Account and terminate this Agreement;
 - 3. Visit an *E-ZPass* Maryland Stop-In Center and request to close your Account and terminate this Agreement; or
 - 4. Contact the *E-ZPass* Maryland Service Center at 1-888-321-6824 and request to close your Account and terminate this Agreement.

- b) Additionally, you **must**:
 - 1. Pay all amounts owed to *E-ZPass* Maryland, including:
 - a. Pending toll transactions;
 - b. Unused discount plan activity;
 - c. Negative account balance;
 - d. Unpaid tolls and additional fees; and
 - e. Other account related fees, as applicable.
 - 2. Stop using your Account as it is no longer valid for any toll activity throughout the entire *E-ZPass* system.
- c) If the financial settlement results in a positive Account balance, a refund will be issued. If a negative Account balance results, a letter showing the balance due will be sent to you for payment. Discount plans are not eligible for refunds. Refunds are sent within thirty (30) days of Account termination in accordance with a) and b) above.
- d) *E-ZPass* Maryland may terminate this Agreement and close your Account at any time and for any reason, including inactivity.
- e) You may return your Transponder(s) to *E-ZPass* Maryland for proper disposal since it contains a lithium battery. If you do not return your Transponder to *E-ZPass* Maryland for proper disposal, you are responsible for consulting federal, state and local waste regulations to determine appropriate disposal options.

GOVERNING LAW

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

COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by *E-ZPass* Maryland and all entities providing *E-ZPass* services to collect any funds, including CCU and MVA fees, due under the terms of this Agreement.

NON-DISCLOSURE

E-ZPass Maryland respects the right of privacy and confidentiality of all Account holders. Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of *E-ZPass* and the entities providing *E-ZPass* services.

DISCLAIMER

You acknowledge that *E-ZPass* Maryland and all entities providing *E-ZPass* services have not made, and expressly disclaim any representation or warranty, expressed or implied, relating to the Transponder including, without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that *E-ZPass* Maryland and all entities providing *E-ZPass* services will have no obligation or liability whatsoever to you with respect to your use or the performance of the Transponder. You agree to indemnify and hold harmless *E-ZPass* Maryland and all entities providing *E-ZPass* services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the Transponder.

INQUIRIES AND CORRESPONDENCE

Please send all correspondence, inquiries, payments and transponder returns to:
E-ZPass Maryland Service Center
 P.O. Box 17600
 Baltimore, Maryland 21297-7600.

SCHEDULE OF FEES

Nonrefundable Transponder fee: \$21.00
 Monthly Account maintenance fee: \$1.50
 Notice of Toll Due fee: \$3.00
 Returned check fee: \$25.00
 Administrative fee: \$25.00
 Civil penalty: \$50.00
 Additional copies of statements: \$.25 per page
 All fees are subject to change without notice.