

E-ZPass® MARYLAND BUSINESS ACCOUNT TERMS AND CONDITIONS

These Terms and Conditions, together with your *E-ZPass* Maryland Application (“Application”), constitute your *E-ZPass* Maryland Agreement (“Agreement”). *E-ZPass* is a multi-state system, which includes *E-ZPass*, *E-ZPass* Plus, and other tolling facilities (“Facilities”). In Maryland, this system is operated by the Maryland Transportation Authority (hereinafter “*E-ZPass* Maryland”). *E-ZPass* Maryland has various agreements with other tolling entities to allow electronic financial transactions to be recorded by an *E-ZPass* transponder or other toll collection means and processed through an *E-ZPass* account. Please read these Terms and Conditions and keep them for your records. When you open an *E-ZPass* Maryland Account (“Account”) or use an *E-ZPass* transponder issued by *E-ZPass* Maryland, you agree as follows:

I. GENERAL CONDITIONS

- a) You are responsible for maintaining your Account and for monitoring your Account balance and activity.
- b) You shall not assign the obligations or benefits of this Agreement to anyone else without the express written consent of *E-ZPass* Maryland.
- c) 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 of your Account or Account closure.
- d) In staffed toll lanes, you shall come to a complete stop and proceed only on a green signal unless otherwise directed, even if your vehicle is equipped with an *E-ZPass* transponder.
- e) You shall comply with all applicable traffic laws, regulations, signs, signals and directions of *E-ZPass* Maryland employees, agents and law enforcement officers.
- f) *E-ZPass* Maryland may deny any Application at any time because of outstanding account maintenance fees, unpaid Video Toll transactions, citations including civil penalties, or the submission of false information.
- g) You acknowledge and understand that you and your vehicle may be recorded on a video monitoring system and/or digitally photographed while traveling through a Maryland toll collection facility and other Facilities that have an agreement with *E-ZPass* Maryland and/or accept *E-ZPass*. You expressly understand that *E-ZPass* Maryland and other Facilities monitor the use of the transponder for the purpose of toll collection, traffic monitoring and detecting violations of this Agreement.
- h) You expressly understand that *E-ZPass* Maryland may use information gathered from the government agency that is responsible for motor vehicle registrations, in addition to information submitted by you when posting transactions to your Account and deducting applicable tolls.
- i) You authorize *E-ZPass* Maryland to process through your Account, the payment of tolls and fees incurred from the use of Facilities.
- j) Failure to comply with this Agreement may result in any or all of the following: Video Toll transactions, citations including civil penalties, suspension of your Account, Account closure, refusal or suspension of your motor vehicle registration and referral to the Maryland Central Collection Unit (“CCU”). The Maryland Motor Vehicle Administration (“MVA”) and CCU may assess additional fees.

II. YOUR ACCOUNT

- a) **You agree to inform *E-ZPass* Maryland of any changes to your Account. Failure to keep your Account up-to-date may result in Video Toll transactions. The following information must be kept current:**
 1. Name(s) on the Account;
 2. Address;
 3. Telephone number;
 4. E-mail address, if provided or if receiving electronic Account statements;
 5. Vehicle information (registration plate number (“license plate”) and state, make, model, and year);
 6. Expiration date of credit card account, or change in credit card number, if applicable;
 7. Payment method;
 8. Driver’s license identification number and state of issuance or state issued identification card number and state of issuance, if provided; and
 9. Federal Employer Identification Number (“FEIN”), if provided.
- 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 is detected, a vehicle registered on your Account passes through a Facility, or a transaction is matched by *E-ZPass* Maryland to your Account. *E-ZPass* Maryland matches a transaction to your Account through information provided by you to *E-ZPass* Maryland or registered owner information obtained from the government agency that is responsible for motor vehicle registrations. The information used to match a transaction to your Account includes, but is not limited to, an identical driver’s license identification number, FEIN or the same name and address. *E-ZPass* Maryland also may deduct from your Account any applicable fees. (See XV. Schedule of Fees.)
- c) *E-ZPass* Maryland may add a license plate to your Account if it is matched to your Account by *E-ZPass* Maryland for electronic toll collection. The vehicle may be matched to your Account through information on your Account or information obtained from the government agency responsible for motor vehicle registrations. *E-ZPass* Maryland may match a vehicle to your Account through identical driver’s

- d) license identification numbers, identical FEIN or the same name and address. *E-ZPass* Maryland may add a driver’s license identification number or FEIN to your Account if a transaction is applied to your Account and the driver’s license identification number or FEIN is available. The driver’s license identification number or FEIN is obtained through the government agency that is responsible for motor vehicle registrations, when searching the registered owner vehicle information for an *E-ZPass* Maryland toll facility transaction.
- e) *E-ZPass* Maryland may add an address to your Account if a transaction is applied to your Account and a new address is available. The address is obtained through relevant government agencies and associated services when searching the registered owner information for an *E-ZPass* Maryland toll transaction.
- f) No interest will be paid on any funds held in your Account.
- g) Accounts without a Maryland address will be charged a monthly account maintenance fee. The maintenance fee will be waived if the Account uses Maryland toll facilities at least three times in the previous statement period. The fee, if charged, will be deducted from your Account. Account maintenance fees are nonrefundable.
- h) If you choose, you may receive a periodic statement, as selected on your Application. If there is no activity on your Account during the applicable period covered by such statement, you will not receive a statement.
- i) You may be charged a fee for any request to retrieve a statement. Statements more than one (1) year old are not available.
- j) You agree that sending information via First-Class mail, email or text message to the address, email address or cell phone number on your Application or to an address, email address or cell phone number that you subsequently provide to *E-ZPass* Maryland constitutes notice to you of the tolls, fees or charges owed, changes to account terms and conditions, and of any determination by *E-ZPass* Maryland of any submitted dispute of tolls and fees related to this Agreement. You will be required to opt-in to text messaging service.

III. 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 of time.
- b) 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.
- c) *E-ZPass* Maryland will perform an Account analysis on all new Accounts thirty-five (35) days from the first use of a transponder and every sixty (60) days thereafter. If your average monthly usage, within a sixty (60) 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. The change in your replenishment amount will be reported on your account statement.
- d) 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 in your Application.
- e) 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 atezpassmd.com, at an *E-ZPass* Maryland Stop-In Center, by telephone at 1-888-321-6824, or by mail to *E-ZPass* Maryland Service Center, P.O. Box 17600, Baltimore, Maryland 21297-7600;
 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.**
- f) You may have more than one replenishment transaction within a one-month period based upon your usage.
- g) If you fail to maintain a positive balance on your Account and you pass through a Maryland Facility, a Video Toll transaction will result. Further, if you fail to maintain a positive Account balance and you use Facilities outside of Maryland, you will be issued a violation notice from that state in accordance with its laws.
- h) You acknowledge that a fee will be charged to you for each returned check and returned Automated Clearing House (ACH) transaction should an overdraft occur. You agree that the fee may be deducted from your Account. (See Section XV. Schedule of Fees.)

IV. DISCOUNT PLANS

Two-Axle Vehicle Plans

E-ZPass Maryland two-axle vehicle discount plans are linked to a specific transponder assigned to your Account. Plan cycles begin when first used and end after the specified number of days of the plan or when all trips are used, whichever comes first. The account is charged the discounted toll rate when each trip is recorded using the transponder specifically associated with the valid discount plan. All *E-ZPass* Maryland

(continued)

discount plans are time sensitive. Any unused trips within the discount plan cycle will be deducted from your Account ten (10) days after the plan cycle ends and will be reflected on your statement. If the transponder is not read, but the license plate of the vehicle is registered on the Account or the transaction is otherwise matched by *E-ZPass* Maryland to your Account, you will be charged the cash toll rate instead of the discount plan rate. A Video Toll transaction will result if the transponder is not read and the license plate is not on the Account or the transaction is not otherwise matched by *E-ZPass* Maryland to your Account. Unused trips in a discount plan are not refundable.

Three or more Axle Vehicles

Please see the *E-ZPass* Maryland website (ezpassmd.com) for more information on multi-axle vehicle discount plans and rates.

V. ABOUT YOUR TRANSPONDER(S)

- a) **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, may result in a higher toll rate being deducted from your Account or may result in a Video Toll transaction.
- b) A nonrefundable transponder fee will be charged for each transponder issued to your new Account or to an existing *E-ZPass* Maryland Account, unless you are using a valid previously-owned transponder, in which case no transponder fee will be charged.
- c) A defective transponder may be replaced with a similar unit within the transponder's warranty period 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 transponder fee will be charged for a replacement transponder. The warranty period begins on the date of issuance of the transponder to the first owner and is based upon the model of the transponder.
- d) You may use the transponder only with the vehicle(s) specifically registered on your Account.
- e) When you use the transponder or any vehicle registered on your Account at any Facilities or a transaction is otherwise matched by *E-ZPass* Maryland to your Account, 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) Transactions in which the transponder is not read may result in a higher toll rate being deducted from your Account or the issuance of a Video Toll transaction.
- h) If your transponder is lost or stolen, you must immediately notify *E-ZPass* Maryland verbally, in writing, or via the website. Until you notify *E-ZPass* Maryland that your transponder has been lost or stolen, *E-ZPass* Maryland will continue to deduct any tolls or fees incurred by your transponder from your Account. You will not be liable for transponder use that occurs after you notify *E-ZPass* Maryland. If a replacement transponder is requested, a nonrefundable transponder fee will be charged for the replacement.
- i) 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. If you are returning your transponder and closing your Account, refer to Section IX Termination of this Agreement for voluntary Account closure instructions.

VI. ACCOUNT AGREEMENT MODIFICATIONS

E-ZPass Maryland may change the Terms and Conditions of this Agreement at any time by advance notice. These Terms and Conditions shall be effective on July 1, 2015. If you do not agree to accept the new Terms and Conditions, you must close your Account prior to the effective date of the new Terms and Conditions. The invalidity of any of the 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.

VII. VIDEO TOLL TRANSACTIONS

- a) A Video Toll transaction will occur at Maryland Facilities in any of the following scenarios:
 1. When the transponder is detected, and the Account has a negative balance;
 2. When the transponder is not detected for any reason, including improper mounting to your vehicle, and the vehicle is not registered on your Account;
 3. When the transaction is otherwise not matched by *E-ZPass* Maryland to your Account;
 4. When the transponder is detected after it has been reported lost or stolen; and
 5. When the Account has been suspended or closed.
- b) Video Toll transactions result in issuance of a Notice of Toll Due (NOTD) charging the Video Toll rate.
- c) An NOTD will be sent for a Video Toll transaction via First-Class mail to the registered owner of the vehicle as determined by the information gathered from the government agency that is responsible for motor vehicle registrations.

VIII. DISPUTES

You hereby authorize *E-ZPass* Maryland to decide every question or issue 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. You may dispute the imposition of charges or fees related to

your Account verbally or in writing to the *E-ZPass* Maryland Customer Service Center. Such dispute must be made within one hundred twenty (120) days from the date the transaction is posted to your Account. A Video Toll transaction may be disputed as indicated on an NOTD and is not covered by this Agreement.

IX. TERMINATION

- a) In order to terminate this Agreement and voluntarily close your Account, you may:
 1. Access your *E-ZPass* Maryland Account at 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 Customer Service Center at 1-888-321-6824 and request to close your Account and terminate this Agreement.
- b) Additionally, you **shall**:
 1. Pay all amounts owed to *E-ZPass* Maryland, including:
 - a. Pending toll transactions;
 - b. Unused discount plan charges;
 - c. Negative Account balance;
 - d. Unpaid tolls, fees, and civil penalties as applicable; 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. Unused trips in a discount plan 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.

X. GOVERNING LAW

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

XI. 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.

XII. 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.

XIII. 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, except as specifically provided herein. 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, installation, performance, or removal of the transponder.

XIV. INQUIRIES AND CORRESPONDENCE

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

Inquiries and payments can also be made at: ezpassmd.com and 1-888-321-6824

XV. SCHEDULE OF FEES

Nonrefundable Transponder Fee: Prices vary by model, See the Application, Part 3
Monthly Account Maintenance Fee, if applicable (see Section II.g)
Nonsufficient Funds Fee (returned checks): \$25.00
Civil Penalty: \$50.00
Additional Copies of Statements: \$.25 per page
All fees are subject to change without notice.