



THOMAS J. HATEM MEMORIAL BRIDGE (US 40) CHOICE A PLAN ACCOUNT TERMS AND CONDITIONS

These Terms and Conditions, together with your *E-ZPass* Maryland Thomas J. Hatem Memorial Bridge/US 40 ("Hatem Bridge") Only, Choice A, *E-ZPass* Plan Application ("Application"), constitute your *E-ZPass* Maryland Agreement ("Agreement") for the Hatem Bridge only, which is owned and operated by the Maryland Transportation Authority. *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"). Please read these Terms and Conditions and keep them for your records. When you open an *E-ZPass* Maryland Hatem Bridge Only, Choice A, *E-ZPass* Plan Account ("Account" or "Hatem Bridge Only Choice A *E-ZPass* Plan"), you agree as follows:

I. GENERAL CONDITIONS

- a) The Hatem Bridge Only Choice A *E-ZPass* Plan Account is valid only at the Hatem Bridge. If you require use at other Facilities through an *E-ZPass* Maryland Account, you must open an *E-ZPass* Maryland Private or Business Account.
- b) The Hatem Bridge Only Choice A *E-ZPass* Plan is limited to two-axle vehicles only. Vehicles with three or more axles cannot open this type of Account and will be required to pay applicable tolls.
- c) This Account cannot be used if the combined vehicle axle count is three or more. Vehicles exceeding two axles will have to pay the full toll rate and may not use the Account towards the toll.
- d) You are responsible for maintaining your Account and monitoring your Hatem Bridge Only Choice A *E-ZPass* Plan end date.
- e) You shall not assign the obligations or benefits of this Agreement to anyone else without the express written consent of *E-ZPass* Maryland.
- f) 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.
- g) 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.
- h) You shall comply with all applicable traffic laws, regulations, signs, signals and directions of *E-ZPass* Maryland employees, agents and law enforcement officers.
- i) *E-ZPass* Maryland may deny any Application at any time because of outstanding unpaid Video Toll transactions, citations including civil penalties, or the submission of false information.
- j) 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.
- k) You authorize *E-ZPass* Maryland to process transactions through your Account for trips on the Hatem Bridge; no other Facilities' transactions can be processed through your Account because no pre-paid toll balance is maintained.
- l) 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 to process through your Account trips on the Hatem Bridge.
- m) 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;
 5. Vehicle information (registration plate number ("license plate") and state, make, model, and year);
 6. Driver's license identification number and state of issuance or state issued identification card number and state of issuance, if provided; and
 7. Federal Employer Identification Number ("FEIN"), if provided.
- b) You may have up to four (4) transponders and ten (10) vehicles registered on your Account.
- c) You are not required to maintain a prepaid toll deposit. However, you are

required to pay an annual fee for each Hatem Bridge Only Choice A *E-ZPass* Plan you want associated with a transponder. There is no monthly account maintenance fee.

- d) *E-ZPass* Maryland may add a license plate to your Account if it is matched to your Account by *E-ZPass* Maryland and a valid transponder is not detected 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 license identification numbers, identical FEIN or the same name and address.
- e) *E-ZPass* Maryland may add a driver's license identification number or FEIN to your Account if a valid transponder is not detected 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.
- f) *E-ZPass* Maryland may add an address to your Account if a Video Toll transaction occurs on any Maryland toll facility 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.
- g) You will not receive an Account statement. As a courtesy, a renewal notice will be mailed to you, at your last known address, 45 days prior to your annual renewal date followed by a reminder notice, which will be mailed 15 days prior to the renewal date. However, it is your responsibility to be aware of your plan's expiration date. Failure to renew your plan will result in Video Toll transactions if the transponder is used after the expiration date of the Hatem Bridge Only Choice A *E-ZPass* Plan.
- h) 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

- a) You must pay an annual renewal fee for each Hatem Bridge Only Choice A *E-ZPass* Plan you want associated with a transponder.
- b) You may choose to renew your Hatem Bridge Only Choice A *E-ZPass* Plan in one of the following ways:
 1. By credit card. You may authorize *E-ZPass* Maryland to charge your credit card online at ezpassmd.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.
- c) 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 to pay the fee, which will be noticed to you by mail to the address listed on your Account on file with *E-ZPass* Maryland. (See Section XV. Schedule of Fees.)
- d) Should your renewal payment for the Hatem Bridge Only Choice A *E-ZPass* Plan be reversed by your credit card company or your check is returned unpaid by your financial institution, the transponder associated with the plan will become inactive and the registered owner of the vehicle may incur Video Toll transactions.

IV. DISCOUNT PLANS

The Hatem Bridge Only Choice A *E-ZPass* Plan is linked to a specific transponder assigned to your Account. Your transponder must be read in order for the plan discount to be applied. Other *E-ZPass* Maryland discount plans are **not** available on the Hatem Bridge Only Choice A *E-ZPass* Plan.

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 transponder detection, resulting in a Video Toll transaction.
- b) Your transponder is valid only at the Hatem Bridge. If you attempt to use the Hatem Bridge Only Choice A *E-ZPass* Plan transponder at any other Maryland

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facility, it will result in a Video Toll transaction. Further, your transponder is **not** valid outside of Maryland. If you attempt to use the transponder outside of Maryland, you will be issued a violation notice from that state in accordance with its laws and regulations.

- c) A nonrefundable transponder fee will be charged for each transponder issued to your new Account or to an existing Hatem Bridge Only Choice A *E-ZPass* Plan, unless you are using a valid previously-owned transponder, in which case no transponder fee will be charged.
- d) 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.
- e) You may use the transponder only with the vehicle(s) specifically registered on your Account.
- f) If your transponder is lost or stolen, you must immediately notify *E-ZPass* Maryland verbally, in writing, or via the website. If a replacement transponder is requested, a nonrefundable transponder fee will be charged for the replacement.
- g) 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 used at an *E-ZPass* Maryland facility other than the Hatem Bridge;
 - 2. When the transponder is not read for any reason, including improper mounting to your vehicle;
 - 3. When the transponder is detected after it has been reported lost or stolen;
 - 4. When the Account has been suspended or closed;
 - 5. When the Hatem Bridge Only Choice A *E-ZPass* Plan is not renewed; and
 - 6. When the Hatem Bridge Only Choice A *E-ZPass* Plan transponder becomes inactive due to a payment reversal or when the check is returned unpaid by your financial institution.
- 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. Unpaid tolls, fees, and civil penalties as applicable; and
 - b. Other Account related fees, as applicable.
 - 2. Stop using your Account as it is no longer valid.
 - c) The Hatem Bridge Only Choice A *E-ZPass* Plan annual fee is not eligible for a refund.
 - d) *E-ZPass* Maryland may terminate this Agreement and close your Account at any time and for any reason, including inactivity or nonrenewal.
 - e) *E-ZPass* Maryland will automatically terminate this agreement and close your Account if all plans on your Account have been expired for at least 60 days.
 - f) 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
Nonsufficient Funds Fee (returned checks): \$25.00
Civil Penalty: \$50.00
All fees are subject to change without notice.

Effective: July 1, 2015