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 not detected on your Account.
   2. When your 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 your transponder has been returned for an active device.
   5. Video Toll transaction results in issuance of a Notice of Toll Due (NOTD).
   6. 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

E-ZPass Maryland will decide to try every issue or question in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred or applied or related to the use of your transponder or Account. E-ZPass Maryland may also impose the imposition of charges or fees related to your Account verbally or in writing to the E-ZPass Maryland 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 epsamd.com and submit a request to close your Account and terminate this Agreement.
   2. Visit an E-ZPass Maryland Stop-In Center and request to close your Account.
   3. Contact the E-ZPass Maryland Customer Service Center at 1-888-32-6572 to request to close your Account and terminate this Agreement.

b) Additional Information:
   1. Pay all owed amounts to E-ZPass Maryland, including:
      a. Payment of any outstanding account balances.
      b. Unpaid discount plan charges.
      c. Negative Account balance.
      d. Any other related fees, as applicable.
   2. Submit your request for voluntary closure of your Account at least ten (10) days before the end of the statement period in which the request is received, unless you are using a valid previously-owned transponder, in which case at least one month's level of use.
   3. If you fail to maintain a positive balance on your Account, E-ZPass Maryland will terminate this Agreement and close your Account at any time and for any reason, including inactivity.
   4. After your Account is closed, E-ZPass Maryland will retain the transponder for a period of two (2) years for potential resale and proper disposal.

X. GOVERNING LAW

This Agreement is 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 in connection with this Agreement or any legal action you may take to enforce any terms or conditions of this Agreement, including fees for consulting federal, state and local waste regulations to determine appropriate disposal options.

XII. NON-DISCLAIMER

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 Maryland.

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 liability or liability for any inaccuracy or defect in your use or for any error in the performance of the transponder, except as specifically provided herein. You agree that E-ZPass Maryland and all entities providing E-ZPass services are not liable for any loss or damage, lost, cost, expense or liability relating to, arising from, or as a result of, the use, installation, performance or storage of your E-ZPass 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 21217-7600.

Inquiries and payments can also be made at: epsamd.com or 1-888-32-6572

XV. SCHEDULE OF FEES

Nonrefundable Transponder Fee: Prices vary by model. See the Application for the latest fee information.

Monthly Account Maintenance Fee, if applicable (see Section II.H):
- 1000 or more trips: $14.88
- 0-999 trips: $9.95
- 0 trips: $1.00 (Civil Penalty: $50.00)

Average Account Statement: $2.25 per page
All fees are subject to change without notice.

Effective: July 1, 2015