

These Terms and Conditions, together with your application, constitute your New Jersey **E-ZPass**[®] Agreement (the “Agreement”). These Terms and Conditions may be changed or updated from time to time. Please read these terms and conditions and keep them for your records. By opening a New Jersey **E-ZPass** Account (“Account”), you agree as follows:

1) GENERAL

- a) Business Account holders are required to purchase New Jersey **E-ZPass** tag(s). The applicable tag fees are set forth below in Section 21.
- b) Your failure to comply with this Agreement may result in suspension or revocation of your Account.
- c) You may not assign the obligations or benefits of this Agreement.
- d) Your failure to pay charges posted to your Account, including tolls, may result in additional penalties as provided by law, and may result in the suspension or revocation of your Account.
- e) You will approach and pass through an **E-ZPass** lane at the posted speed, comply with all applicable traffic laws, regulations, signs and signals, and the direction of toll collectors and law enforcement officers. You acknowledge that failure to do so may result in the suspension or revocation of your Account.

2) TAG USE

- a) Your New Jersey **E-ZPass** tag(s) may be used on the vehicle(s) specifically listed on this Account, provided that the tag type matches the class of vehicle in which it is used. Your New Jersey **E-ZPass** tag(s) is(are) accepted wherever you see the **E-ZPass** logo.
- b) You agree to cease use of your New Jersey **E-ZPass** tag(s) immediately upon our request.

3) ACCOUNT USE

- a) When you use, any facilities accepting **E-ZPass**, you authorize New Jersey **E-ZPass** to debit your Account for any and all charges incurred at those facilities, which charges are non-refundable, and you are subject to the laws and regulations governing those facilities.
- b) If your Account has insufficient balance to pay the toll due, you must pay with cash in a cash lane; otherwise, you will be issued a violation notice requiring you to pay the toll and an administrative fee, as set forth in Section 21, per occurrence.

4) ACCOUNT INFORMATION

- a) NJ **E-ZPass** no longer leases tags to Business Accounts. Business customers are required to purchase tag(s).
- b) Prepaid Balance:
 - (1) You must maintain a sufficient prepaid balance amount with New Jersey **E-ZPass** to cover applicable tolls and fees charged to your Account each time that you use your New Jersey **E-ZPass** tag(s).
 - (2) New Jersey **E-ZPass** will also deduct applicable administrative fees incurred under this Agreement.

- c) Any personal information submitted while establishing your Account, making a violation payment (either by mail, telephone, in-person or using the website), or acquired by any Third Party/Authorized Agent of New Jersey **E-ZPass**, the New Jersey Motor Vehicles Commission (MVC) or other state equivalent or the United States Postal Service (USPS) may, for purposes of collecting outstanding balances owed on your account, be used by or disclosed to any New Jersey **E-ZPass** member agency or other **E-ZPass** member agency.
- d) No interest will be paid on balances in your Account.
- e) We periodically review your toll use. If the monthly activity on your account is different from your current replenishment amount, your replenishment amount and threshold level may be adjusted (increased or reduced) accordingly, but may never be reduced lower than the minimum amount required for your Account type. The new amount will automatically be charged at your next account replenishment and reflected on your next scheduled statement.
- f) New Jersey **E-ZPass** may receive updated information about your credit card, including new account numbers and expiration dates, from the financial institution issuing the card. However, it is your responsibility to ensure that all your Account information remains current and up to date.
- g) You agree to provide the license plates for all vehicles that you will operate under your Account and to keep that information correct and current by updating it whenever there is a change. The license plate information is used, in the event your **E-ZPass** tag is not read for whatever reason, to post the toll to your valid Account and to avoid issuing you a violation notice. If you fail to provide the license plate for a vehicle operating under your Account and your tag is not read for whatever reason, you will be issued a violation notice requiring you to pay the toll and an administrative fee, as set forth in Section 21, per occurrence.
- h) You agree to inform New Jersey **E-ZPass** Customer Service Center either in person, in writing, by calling 1-888-AUTO-TOLL (1-888-288-6865) or through the New Jersey **E-ZPass** website www.ezpassnj.com of any changes to the information provided by you in your New Jersey **E-ZPass** application.

5) ACCOUNT STATEMENTS

- a) You will receive monthly Account statements.
- b) It is your responsibility to review your Account activity to ensure that posted charges are accurate.

6) NEW JERSEY **E-ZPASS** WEBSITE: www.ezpassnj.com

- a) You may log onto www.ezpassnj.com to change or update your Account information, add vehicles to your Account, view your Account balance, view statements and transactions posted to your Account and make payments to your Account. By using www.ezpassnj.com to make changes to your Account, you consent to the modification of your information within the New Jersey **E-ZPass** record system and, in the case of a change in credit/debit card or bank account information, you authorize New Jersey **E-ZPass** to charge that credit/debit card account for the amounts necessary to satisfy your obligations under this Agreement.

- b) In order to protect the privacy of your information, New Jersey **E-ZPass** may require you to provide verifying information to access your Account. New Jersey **E-ZPass** may deny access to your Account if the requested verifying information is not provided.

7) PAYMENTS

Account replenishment must occur when your prepaid balance decreases to or below the threshold amount specific to the method of payment you selected. You can replenish your Account in one of the following ways:

- a) By selecting credit/debit card replenishment, you authorize New Jersey **E-ZPass** to automatically charge your credit/debit card for your replenishment amount.
- b) By selecting direct debit of your bank checking or savings account for replenishment, you authorize New Jersey **E-ZPass** to automatically debit your bank checking or savings account for your replenishment amount.
- c) By selecting to replenish your Account through one-time payments using cash, check, or credit/debit card you agree to monitor your Account and to make timely payments to maintain a positive prepaid balance at all times. If your Account has an insufficient balance to pay the toll due, you must pay with cash in a cash lane; otherwise, you will be issued a violation notice requiring you to pay the toll and an administrative fee, as set forth in Section 21, per occurrence. Be sure to obtain a receipt for your records.
- d) If your Account is set for automatic replenishment using a credit/debit card or ACH account and a replenishment transaction declines, your Account will be changed to one-time payment method described in paragraph 7.c. above. You are still responsible for all tolls and fees charged to your Account. A valid credit/debit card or ACH account must be added to your Account to return to automatic replenishments. At that time, New Jersey **E-ZPass** will charge your new method of payment for any outstanding tolls or fees. Following payment of outstanding tolls or fees, the normal replenishment amount will be processed.
- e) You can mail a check or money order to the New Jersey **E-ZPass** Customer Service Center or hand-deliver it to any of the New Jersey **E-ZPass** Customer Service Center locations. Checks should be made payable to NJ **E-ZPass**. A returned check fee, as set forth in Section 21, will be charged for each check returned to New Jersey **E-ZPass** for insufficient funds.
- f) Cash payments must be made in U.S. dollars in person at any of the New Jersey **E-ZPass** Customer Service Center locations. **DO NOT SEND CASH IN THE MAIL.**
- g) One-time credit/debit card payments can be made in person at any New Jersey **E-ZPass** Customer Service Center, online at www.ezpassnj.com or over the phone at 1-888-AUTO-TOLL (1-888-288-6865).
- h) Depending on usage or other charges to your Account, there may be more than one replenishment transaction in one statement period.
- i) Any overpayments made by you can be used to offset outstanding violations and/or balances owed to any New Jersey **E-ZPass** member agency.
- j) Your prepaid Account balance may be used to pay the toll and an administrative fee, as set forth in Section 21, per occurrence for violations that are incurred by vehicle(s) registered to the Account holder. If these charges cause your Account to drop below the replenishment threshold:

- i) If your Account is set up to automatically replenish with a credit/debit card or bank account the payment method will be charged the full amount to return your Account to the replenishment amount.
- ii) If your Account is set up as one-time payment the available balance will be used until the prepaid Account balance is zero. You will be issued a violation notice for the remaining unpaid balance, which will include an administrative fee, as set forth in Section 21.

8) **E-ZPASS PLUSSM PROGRAM**

- a) If you have chosen to replenish your Account with a credit card, you may enroll in the **E-ZPass Plus** program by contacting the New Jersey **E-ZPass** Customer Service Center at 1-888-AUTO-TOLL (1-888-288-6865) or by logging into your Account on our website at www.ezpassnj.com and requesting that the **E-ZPass Plus** program be added to your Account. This program allows you to use your New Jersey **E-ZPass** tag(s) at authorized **E-ZPass Plus** facilities. If your tag is used to incur **E-ZPass Plus** charges, any charges of \$20 or more will be directly charged to your credit card by New Jersey **E-ZPass**. Charges under \$20 may be deducted from your pre-paid balance. Such credit card charges may be different from your replenishment amount and charged to your credit card at any time. By participating in **E-ZPass Plus**, you consent to the release of your Account information to **E-ZPass Plus** facility operators for collection purposes.
- b) If you have chosen to replenish your Account with cash, check, ACH, or one-time credit/debit card payments, you are not eligible to enroll in the **E-ZPass Plus** program.

9) **TAG MISUSE, ADMINISTRATIVE FEES, ORPHAN TRANSACTIONS, DISPUTED CHARGES**

Improper use of your New Jersey **E-ZPass** tag(s) or failure to pay the proper toll may result in the imposition of an administrative fee or other charges as follows:

- a) If you use an **E-ZPass** facility when your Account has a negative balance, is closed, is suspended or revoked as per Section 13, or use a tag that has been reported as lost or stolen per Section 10, you may incur an administrative fee, as set forth in Section 21, per occurrence, the full undiscounted toll, and you may be asked to discontinue use of your tag(s).
- b) If you use a valid tag in a vehicle other than the type of vehicle for which the tag is designated, you may incur an administrative fee, as set forth in Section 21, per occurrence and you may be asked to surrender your tag(s). Such continued misuse may also result in revocation of your Account.
- c) If you attempt to use a tag without properly attaching it to your vehicle in accordance with the instructions in the New Jersey **E-ZPass** Customer Reference Guide you received when your Account was opened, you may incur an administrative fee, as set forth in Section 21, per occurrence in addition to the toll charged.
- d) On the New Jersey Turnpike, orphan transactions can occur when a tag is not read at either the vehicle entry or exit point or both. In these events, the actual toll cannot be determined and the toll amount charged will be based upon the vehicle's class and the following rules:
 - i) If the tag is not read on entry, but is read at exit, the maximum fare may be charged; or

- ii) If the tag is not read for whatever reason at both the entry and exit, but the license plate on the vehicle is read, the maximum fare for the applicable exit interchange may be charged to the Account assigned to that license plate. If New Jersey **E-ZPass** determines that the orphan transaction is a result of user misuse or improper installation of the tag in the vehicle, New Jersey **E-ZPass** reserves the right to a charge an administrative fee, as set forth in Section 21, per occurrence in addition to the toll charged.
- e) Tag(s) must be removed from any vehicle under tow. If tag(s) are not removed, your Account may be charged for any and all tolls incurred in connection with the towing of such vehicle.
- f) Fees and charges may be billed directly to your Account. You may only dispute the imposition of fees and charges to the New Jersey **E-ZPass** Customer Service Center. Any such disputes must be made within 120 days of the issuance of the first Account Statement reflecting the disputed charge by calling 1-888-AUTO-TOLL (1-888-288-6865), logging into your Account at www.ezpassnj.com and submitting an Account inquiry, or writing to the New Jersey **E-ZPass** Customer Service Center, P.O. Box 4972, Trenton, NJ 08650.. If the fee is successfully disputed, your Account will be credited the amount of the disputed fee or charge.
- g) Tolls posted to your Account by identifying the vehicle using an image of the license plate will not qualify towards any **E-ZPass** discount(s) and may also result in the imposition of additional fees and charges imposed, including a different toll rate.

10) LOST OR STOLEN TAGS

- a) You must notify New Jersey **E-ZPass** immediately upon discovery of the theft, loss or unauthorized use of your New Jersey **E-ZPass** tag(s) by either calling 1-888-AUTO-TOLL (1-888-288-6865) or logging onto your Account at www.ezpassnj.com and marking the tag(s) as “lost” or “stolen”.
- b) If you notify New Jersey **E-ZPass** in a timely manner (within 120 days of the theft or loss), you will not be liable for unauthorized charges in excess of \$50 made to your Account prior to the date of notification. A fee may be charged to your Account to replace the lost or stolen tag(s). The replacement fees will be credited to your Account if you provide a police report of the tag(s) theft to New Jersey **E-ZPass**.

11) DEFECTIVE TAGS

If your New Jersey **E-ZPass** tag(s) is non-operational for reasons other than abuse or improper use, and the tag(s) is returned to the New Jersey **E-ZPass** Customer Service Center, it will be replaced at no extra charge to you. If New Jersey **E-ZPass** determines that abuse or improper use has rendered your tag(s) non-operational, your Account will be charged for a replacement tag(s).

12) ACCOUNT CLOSURE

- a) You may request that your Account be closed at any time by visiting www.ezpassnj.com, or by calling, emailing, or writing to the New Jersey **E-ZPass** Customer Service Center requesting that your Account be closed and settling any outstanding charges on your Account.

- b) Your Account will remain active with charges and fees, including the monthly service fee, continuing to be applied until all outstanding balances are settled
- c) Accounts that are determined to be inactive may be considered dormant and may be closed by New Jersey **E-ZPass**. Any remaining prepaid balance or deposits, less any other fees and charges owed, will be refunded to you.

13) SUSPENSION/REVOCAION

- a) If your Account balance has remained negative for 60 days, you may be sent a revocation warning letter notifying you to replenish your Account. If you fail to replenish and maintain the minimum prepaid balance within 10 business days after a letter is sent to you, your Account may be revoked and closed. You may not be allowed to open another Account with New Jersey **E-ZPass**, and your Account information (name, address, phone number(s), email address, etc.) may be sent to an authorized collection agency of New Jersey **E-ZPass** for the purpose of collecting the outstanding balance owed.
- b) Upon revocation and closure, all outstanding charges will be deducted from the prepaid balance in your Account, with any remaining balance refunded to you.
- c) New Jersey **E-ZPass** reserves the right to suspend your Account upon your filing for bankruptcy protection.

14) COLLECTION EXPENSES

You agree to pay all costs, including legal fees, incurred by New Jersey **E-ZPass** to collect any monies due under the terms of this Agreement.

15) MODIFICATION

New Jersey **E-ZPass** may update and/or change the Terms and Conditions at any time, including changing any existing fees or imposing new fees. A copy of the revised Terms and Conditions, including the effective date, will be included with your Account statement, and will be delivered to you in the same manner you have chosen for delivery of your Account statement. A copy of any revised Terms and Conditions will also be mailed to you upon request. Your first passage through an **E-ZPass** lane following the delivery of any new Terms and Conditions will constitute your acceptance of those new Terms and Conditions. You may choose to opt out and decline the change in Terms and Conditions by closing your Account after the effective date for the new Terms and Conditions. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement which shall remain in full force and effect.

16) GOVERNING LAW

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

17) DISCLOSURE OF ACCOUNT INFORMATION

- i) Except as set forth herein, customer Account information will not be disclosed to third parties without your consent except as permissible or required by law.
- ii) Customer Account information may be subject to disclosure to the public if such disclosure is required by the law of the State in which toll charges were incurred or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional **E-ZPass** member agency where there is no applicable law, by agency policy.

18) DISCLAIMER

To the extent permitted by law, New Jersey **E-ZPass** and the New Jersey **E-ZPass** member agencies (“Agencies”) expressly disclaim any representation of warranty, expressed or implied, relating to the New Jersey **E-ZPass** tag(s) including, without limitation, any implied or expressed warranty or merchantability, fitness for a particular purpose or conformity to models or samples. Nor is New Jersey **E-ZPass** or the Agencies liable for any third-party act taken by reason of your use or display of the New Jersey **E-ZPass** tag(s).

19) RELEASE AND INDEMNITY

You hereby release New Jersey **E-ZPass**, the Agencies and their directors, commissioners, officers, employees and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with this Agreement or the use or performance of the **E-ZPass** tag(s) issued to you. You agree that neither New Jersey **E-ZPass**, the Agencies nor their directors, commissioners, officers, employees or agents will incur any obligation or liability for any such loss, damage or injury. Your sole and exclusive remedy against New Jersey **E-ZPass** or the Agencies for any claim for any such loss, damage or injury is replacement of any defective tag(s). You agree to indemnify, protect, and hold harmless New Jersey **E-ZPass**, the Agencies and their directors, commissioners, officers, employees, and agents from all liability for any loss, damage or injury to persons or property arising from or related to the use of the tag(s) issued to you.

20) INQUIRIES AND CORRESPONDENCE

Please send applications, inquiries and correspondence, tag returns, payments or violation inquiries to:

Applications: NJ **E-ZPass** Customer Service Center • P.O. Box 52001, Newark, NJ 07101-8205

General Inquiries and Correspondence: NJ **E-ZPass** Customer Service Center • P.O. Box 4972, Trenton, NJ 08650

Payments: NJ **E-ZPass** Customer Service Center • P.O. Box 4973, Trenton, NJ 08650

Violation Inquiries: NJ **E-ZPass** Customer Service Center • P.O. Box 4971, Trenton, NJ 08650

Telephone Inquiries:

All non-violations telephone inquiries may be made toll free by dialing 1-888-AUTO-TOLL (1-888-288-6865).

Violations telephone inquiries may be made by dialing 1-973-368-1425

21) SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Monthly Service Fee:	\$1.00
Tag purchase fee:	Interior: \$9.00 Exterior: \$15.00
Fee for defaced, damaged, lost or stolen tag:	Interior: \$9.00 Exterior: \$15.00
Returned check fee:	\$25.00
Tag misuse:	up to \$50.00 per occurrence
Violation administrative fee:	up to \$50.00 per occurrence

New Jersey **E-ZPass** and the entities providing **E-ZPass** services reserve the right to assess additional fees