

WVPA E-ZPASS™ PERSONAL ACCOUNT AGREEMENT

These Terms and Conditions together with your application constitute your WVPA E-ZPASS™ Agreement. Please read the entire agreement prior to using the WVPA E-ZPASS™ transponder. Once your transponder is used, you agree to the following:

1) Terms.

Failure to comply with the Agreement may result in termination of your account. Failure to pay tolls may result in additional penalties provided for by law and/or termination of your account and an administration fee of up to \$25 per occurrence.

2) Tag Use

- You must comply with all applicable traffic laws and regulations.
- As you approach and pass through a toll lane, you will, under no circumstances, exceed a speed of 5 miles per hour.
- You may not assign the obligations or benefits of this Agreement.

3) Your Account

- You are responsible for your transponder. The transponder cannot be transferred to another person. Our Agreement is only with the person on this application.
- All accounts are prepaid with credit card, cash, check or money order.
- This program is valid only for use when operating or traveling in one of the "TOLL CLASS 1" MOTOR VEHICLES that is listed on your application. Each transponder registered to an account can only have one qualified motor vehicle assigned to it. A "TOLL CLASS 1" vehicle is defined as a motor vehicle of a passenger type or truck with a gross vehicle weight of not more than 8,000 pounds, not more than 7'6" in height, has no more than 2 axles, not used for commercial or business use and registered or eligible for registration as a "CLASS A" vehicle in accordance with Section I, Article 10, chapter 17a of the West Virginia Code.
- You tag will not be valid when your vehicle is towing anything. Unless you have set up your account with the prepaid toll balance option you must use a staffed lane and pay the toll fare when your vehicle is towing. See 5c) below)
- The WV E-ZPass transponder must be properly installed in the vehicle, according to the manufacturer's recommendations, to be valid.
- The Single Fee Discount plan is valid for twelve months from the date of activation. If the automatic renewal option is not chosen, then the Single Fee Discount Plan will expire one year from the date of the plan activation. Accounts may be re-validated by submitting a renewal application within fifteen (15) days prior to the expiration date. Renewals of the Single Fee Discount Plan will be \$26.25 for a period of one year. Your renewal payment will authorize continued use of the transponder. Renewal notices may be mailed out one month prior to the expiration date. For accounts set up with a credit card or bank account information and have selected auto renew of the discount plan, the Single Fee Discount Plan will be automatically renewed unless we are notified of termination.
- Unless otherwise specified, account expiration dates will be one year from date of activation. Plans are activated at time of payment.
- Refunds – The Single Fee Discount Plan and transponder issuance fee are non-refundable.

4) Account Status

Statements may be issued on a monthly basis for accounts with revenue transactions. A fee of \$1.00 will be charged for statements delivered by US Mail. No fee will be charged for statements delivered by email.

5) Payments

The following payment options are available for individual patrons:

- Credit Card Payment Option – You authorize WVPA to charge your credit card for the initial Single Fee Discount Plan plus your, one time, \$13 transponder issuance fee (unless you already have a valid transponder). When selected for auto renew, your discount plan will automatically renew, prior to expiration, unless you contact the Customer Service Center at 1-800-206-6222 and request that your account be taken off auto renew.
- Cash, Check or Money Order Payment Option – Your application must be accompanied by a check or money order for the amount of \$26.25 for the Single Fee Discount Plan and one time transponder issuance fee of \$13.00, for a total of \$39.25 per vehicle and made payable to the West Virginia Parkways Authority. Cash payments may only be made in person at one of the Customer Service Center locations operated by the West Virginia Parkways Authority.
- Additional Prepaid Toll Balance Option For Those Patrons Paying with Credit Cards – A prepaid toll balance may be established to pay discounted toll rates if your "TOLL CLASS 1" vehicle is towing and can also be used anywhere E-ZPass™ is accepted. Tolls will be debited against this balance.

5c continued - As part of this option you agree to have your account automatically replenished when the account falls below \$10. The prepaid amount may be adjusted to reflect your average monthly account activity. You will be notified of any changes regarding your account.

6) Violations

Improper use of your WVPA E-ZPass™ tags, improper speeds through toll lanes or failure to pay the proper toll may result in an administrative fee and/or loss of tag privilege. The administrative fee will be in addition to the toll amount and may be up to \$25 per occurrence.

7) Lost / Stolen or Defective Tags

You will not be liable for unauthorized tag usage that occurs after we receive written notice from you via mail or fax (304-926-3748). You will be liable for toll charges incurred prior to notification. Please contact the WVPA Customer Service Center if you wish to replace your tag(s). Defective tag(s): If your WVPA E-ZPass™ tag(s) is non-operational for reasons other than abuse or improper use, and the tag(s) is returned to us, we will replace it at no charge to you. Otherwise, you will pay the issuance fee of \$13 to replace the tag. If your tag is damaged due to defacement you will pay the issuance fee of \$13 to replace the tag.

8) Disclaimer

To the extent permitted by law, we expressly disclaim any representation or warranty, expressed or implied, relating to the WVPA E-ZPass™ tag, including, without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose, or conformity to models or samples. Nor are we liable for any third party action taken by reason of your use or display of the WVPA E-ZPass™ tag. You agree to indemnify us and hold us harmless from and against any and all claims damages, loss, costs, expenses or liability relating to, arising from, or as a result of the use or performance of the WVPA E-ZPass™ tag.

9) Termination

You may terminate this Agreement at any time by returning your transponder to the address on the front label of your transponder.

10) Collection Expenses

You agree to pay all costs, including attorney's fees, incurred by us to collect any monies due under the terms of this Agreement.

11) Modification

We may change the Terms and Conditions at any time. You will be bound by any revised Terms and Conditions provided with your account statement (consistent with the form of statement requested upon application). First use of tag after effective date of new Terms and Conditions will constitute your acceptance. A copy of the revised Terms and Conditions will be mailed to you upon request. 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. You agree to inform us in writing of any changes to the information provided by you in your WVPA E-ZPass™ application such as:

- Change of address
- Change in credit card account status (closed account, maximum credit use)
- Expiration date of credit card account

12) Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

13) Non-Disclosure

Customer account information will not be disclosed to third parties without your consent, except as permissible by law and our policy.

14) Inquiries and Correspondence

Please send application to:

West Virginia Parkways Authority, Customer Service Center, 3310 Piedmont Road PO Box 1469 Charleston, WV 25325-1469

All telephone inquiries may be made toll-free by calling 1-800-206-6222. If using a fax please dial 304-926-3748

Personal Account

Initial next to each Term/Condition indicating your acknowledgement and acceptance

1. _____ I agree not to exceed the speed limit of 5 miles per hour within designated areas of the toll plazas.

2. _____ I understand the single fee Discount plan is not valid when I am towing anything. (Example: Boat, Camper, Trailer or anything that changes the number of axles).

3. _____ I understand that I may add prepaid funds to my account to be used for payment in the event that I am towing or for payment at other E-ZPass™ agencies.

4. _____ I understand that this transponder is only to be used with one "Toll Class 1" vehicle that is under 7'6" in height, does not exceed 8,000 pounds, and has no more than 2 axles.

5. _____ I understand that this transponder cannot be used on any commercial vehicle or in relation to any business / company.

6. _____ I understand that if my transponder is Lost / Stolen / Damaged or Defaced I must pay the issuance fee of \$13 to replace it.

7. _____ I understand the Single Fee Discount plan is sold for a period of one year and the time is not pro-rated and if I cancel my account prior to the expiration of the plan I will not be refunded for any remaining time.

8. _____ I understand that non-compliance with any of the listed Terms may result in an administrative fee of \$25 for each occurrence and / or termination of account.

9. _____ I understand that in order to cancel my service I must submit a request in writing to the West Virginia Parkways Authority or I may do so online.

10. _____ I understand that because my name is listed on the application that I am responsible for all fees and violations regarding the use of the transponder(s). Even if it was not I that committed the violations.