

These terms and conditions, together with your application, constitute your RITBA E-ZPass Agreement. Please read these terms and conditions and keep them for your records. When you open your account and your transponder is used, you agree as follows:

1 TERMS

Failure to comply with this Agreement may result in suspension, revocation, or termination of your E-ZPass account. Failure to pay tolls may result in additional penalties provided by law, including termination of your account.

2 TRANSPONDER USE

- a) You may use your transponder(s) on the vehicle(s) you specifically listed on your application for E-ZPass use.
- b) You must approach and pass through an E-ZPass lane at the posted speed limit. Failure to obey the posted speed limit may result in suspension of your E-ZPass account.
- c) You must comply with all applicable traffic laws, regulations, signs, signals, and directions of Toll Collectors or Law Enforcement Officials.
- d) You may not assign or transfer the obligations or benefits of this agreement.
- e) You must surrender your E-ZPass transponder(s) immediately upon request.
- f) The application establishes your E-ZPass account. When you use your transponder at any E-ZPass facility, you authorize us to debit your E-ZPass account for such use.
- g) If you use E-ZPass at other facilities, you are subject to the laws and regulations governing such use.
- h) You agree to affix your transponder(s) to your vehicle(s) per proper mounting instructions.
- i) You agree to provide and update as necessary, all vehicle registration information, especially your license plate number.

3 YOUR ACCOUNT

Your RITBA E-ZPass Account consists of a Prepaid Toll deposit and a Transponder Purchase as follows:

- a) **Prepaid Tolls.** You must maintain a Prepaid Toll amount with us to cover applicable toll charges. Tolls are deducted from your account each time your transponder is used. We will also deduct applicable administrative fees incurred under this agreement.
- b) **Transponder Purchase.** At the time you establish your E-ZPass account, you must purchase your E-ZPass transponders at the following rates:
Interior: \$20.95 Exterior: \$33.04
- c) **Account Balances.** No interest will be paid on cash balances in your account.
- d) **Commuter Plan.**

Thirty Day Frequent User Plan (RI6TRIP) provides: 6 trips be taken within 30 days per transponder, providing a discounted rate of \$0.91 cents per trip. Upon completion of the 6th trip or 30 days, whichever comes first, the plan cycle will renew. All unused trips in a plan cycle will be billed to your E-ZPass account and appear on your statement as Unused Commuter Trips (UUCT) at the discounted rate of \$0.91 cents per trip. The plan will be activated upon the 1st trip after the plan has been added to the account. (Only 2 axle passenger vehicles under 7,000 lbs. are eligible).

Thirty Day Unlimited Discount Plan (RIUNL) provides: Unlimited trips within a 30 day cycle on the Newport Pell Bridge only, for a pre-paid cost of \$40.00 per transponder enrolled in the plan. **This plan is available for credit card customers only.** Upon completion of each 30 day cycle the plan will automatically renew and begin on the 31st day. \$40.00 will be debited from your pre-paid toll amount for each transponder enrolled in the plan. If the plan is removed from the account it will remain in effect until the end of the current 30 day plan cycle. (Only 2 axle passenger vehicles under 7,000 lbs. are eligible).

- e) **Proof of Residency.** In order to demonstrate proof of residency you must submit at least one of the applicable documents listed below: (1) Utility Bill (2) Tax Bill (3) Copy of Rental or Lease Agreement (4) RI College Student ID (5) RI State Driver's License and Vehicle Registration. RITBA reserves the right to request recertification of the Rhode Island resident plan. (only 2 axle passenger vehicles 7000 lbs maximum gross weight are eligible)

4 ACCOUNT STATUS

You will receive a periodic statement unless there were no toll revenue transactions and no financial activity on the account during the applicable period. During the first year of your enrollment in E-ZPass you will receive four (4) quarterly mail statements at no charge. Starting in year 2, you may elect to receive monthly mail statements at a charge of \$1.00 per month. At any time you have the option to stop receiving statements by mail and/or convert to monthly e-mail statements which are at no charge.

5 METHOD OF PRE-PAYMENT

- a) You must pay a minimum Prepaid Toll Amount sufficient to pay tolls for a six week period. The minimum deposit is \$25.00 per transponder plus an additional \$40.00 for all Thirty Day Unlimited Discount Plan (RIUNL) added to the account.
- b) An account analysis is performed on all new accounts 35 days from the first use of tolls and every 90 days thereafter. If your regular use is consistently below your current six-week payment, we will adjust your minimum payment to approximate a six-week's level of actual use (\$25.00 minimum). A Replenishment Level Change Notification Letter will be sent whenever the replenishment level is adjusted, resulting in an increased Prepaid Toll payment.
- c) Account Replenishment must occur when your Prepaid Toll amount decreases to or below the replenishment point. You can replenish your account in one of the following ways:

- 1. You can authorize us to replenish your Prepaid Toll amount by automatically charging your credit card.
- 2. Check or Money Orders made payable to RITBA E-ZPass.
- 3. Pay by cash at the Walk-In Service Center operated by RITBA E-ZPass.

DO NOT SEND CASH BY MAIL.

6 TRANSPONDER MISUSE/ADMINISTRATIVE FEES

You authorize E-ZPass to charge your account an administrative fee as follows:

- a) If you use your transponder when your account is in a negative balance, suspended or revoked, or if your transponder has been reported lost or stolen, you may incur an administrative fee of \$25.00; and you may be charged the full undiscounted toll on RITBA Facilities.
- b) If you use a valid transponder in a vehicle other than one of the class for which the transponder is designated, you may incur an administrative fee of \$25.00. c) If you attempt to use a transponder without properly attaching it to your vehicle, you may incur an administrative fee of \$25.00. d) Administrative fees may be billed directly to your account. You may only contest the imposition of said administrative fees in writing to the E-ZPass Customer Service Center. If the fee is rescinded, your account will be credited the amount of the rescinded fee.

7 LOST/STOLEN, DEFECTIVE, OR ALTERED TRANSPONDERS

You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, within ten days of loss, theft, or possible unauthorized use. Defective Transponder(s): If your E-ZPass transponder(s) is non-operational for reasons other than abuse or improper use, and the Transponder(s) is returned to us, we will replace it at no charge to you if it is within the first five years the transponder has been assigned to your account. Account holders are responsible for lost, stolen, or damaged transponders. A replacement fee will be charged.

8 DISCLAIMER

By accepting the transponders requested, you agree that RITBA has no obligation or liability whatsoever to you for the transponders issued after they are received by you, except as specifically provided herein. Your acceptance also indicates your agreement to indemnify RITBA and hold RITBA harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the transponders. You agree to hold harmless and indemnify RITBA from any claim resulting from the installation, use or disconnection of this transponder.

9 TERMINATION

You may terminate this agreement at any time by returning the E-ZPass transponder to us. Transponders should be returned to RITBA E-ZPass in person or by first class prepaid mail. Transponder(s) will remain our property under all circumstances for proper disposal. Upon termination and return of your transponder(s), your account balance will be refunded to you. All outstanding charges will be deducted prior to refund.

You may terminate this agreement at anytime by requesting such termination in writing and returning the transponder(s) to E-ZPass. Transponder(s) should be returned to the E-ZPass Customer Service Center in person or by certified mail. Upon termination and return of the transponder(s), once all outstanding charges have been deducted from your account, any remaining balance will be refunded to you. Such refund will be made in the form of a check or credit to your credit card, depending on the manner in which you have chosen to replenish your account balance.

10 COLLECTION EXPENSES

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

11 MODIFICATIONS

We may change the terms of this Customer Agreement at any time by advance written notice with your billing statement. You agree to a new term when you use your transponder subsequent to the effective date of the new term. 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.

12 RI TOLL RATES AND DISCOUNT PLANS

RI toll rates, discount plans and percentage of discounts are subject to change at any time.

13 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island. You agree to inform us of any changes to the information provided by you in your RITBA E-ZPass Application, such as:

- Change in address
- Change in vehicle information, i.e.: vehicle type, and license plate number
- Change in credit card account status (Closed account, maximum credit use)
- Expiration date of credit card account
- Change in payment method.

14 INQUIRIES AND CORRESPONDENCE

Please send applications and all payments to:
RITBA E-ZPass Customer Service Center
P.O. Box 52018
Newark, NJ 07101-8218

Please send all general correspondence or transponder returns to:
RITBA E-ZPass Customer Service Center
P.O. Box 52019
Newark, NJ 07101-8219

15 SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Cost of transponder if damaged, lost or stolen:	Interior	\$20.95
	Exterior	\$33.04
	Returned check fee	\$25.00
	Administrative fees	\$25.00
	Statement Fee (Paper Statement after Year 1)	\$1.00 per month