

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 unpaid toll transaction fees, administrative fees, toll violations, fines, suspension, revocation, or termination of your*E–ZPass* account. Failure to prepay tolls may result in additional penalties provided by law, including termination of your account,license/vehicle registrations suspensions and DMV holds.

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 or below 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 RITBA staff 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 in the applicable toll amount then in effect.
- 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 as provided to you by RITBA. You may also review the proper mounting instructions at [www.ezpassritba.com](http://www.ezpassritba.com). Failure to mount the E-ZPass transponder correctly may hinder toll collection and may subject you to be charged a video toll rate, toll violation, an administrative fee and/or forfeiture of the *E-ZPass* transponder.
- i) Transactions in which the*E–ZPass* transponder is not read will result in a higher toll rate to be deducted from your account by license plate.
- j) You agree to provide and update as necessary, all vehicle information, especially your license plate number and plate type.

3 YOUR RITBA E-ZPASS 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:** \$10.00 **Exterior:** \$15.00

c) **Account Balances.** No interest will be earned or paid on cash balances in your account.

d) **Discount Plans - Newport Pell Bridge Only**  
**Resident Discount Plan (RIR-Newport Pell Bridge Only)** provides: a discounted rate of \$0.83 per trip for 2 axle 4 tire passenger vehicles under 7,000 lbs. gross vehicle weight and Rhode Island residents only. Applicant must prove residency. Until proof of residency is received, the standard plan will be applied to the account.

**Proof of Residency.** In order to demonstrate proof of residency you must submit at least 1 of the application documents listed:

(1) Utility Bill (2) Tax Bill (3) Copy of Rental or Lease Agreement(minimum of 6 months). (4) RI College Student ID (5) RI State Driver's License and Registration(must provide both). RITBA reserves the right to request recertification of the RI resident plan.

**Thirty Day Frequent User Plan (RI6TRIP-Newport Pell Bridge Only)** provides: a discounted rate of \$0.91 per trip,for 2 axle 4 tire passenger vehicles under 7,000 lbs. gross vehicle weight. This is for customers who travel over the Newport Pell Bridge and are not eligible for the Resident Discount Plan. The plan becomes effective at 12:01am on the day the plan is added to the transponder and the plan will be activated upon the 1st trip taken. This plan is transponder specific.

**Thirty Day Unlimited Plan (RIUNL - Newport Pell Bridge only)** provides: Unlimited trips for 2 axle 4 tire passenger vehicles within a 30 day cycle for a pre–paid cost of \$40.00 per transponder enrolled in the plan.

**This plan is available for credit card customers on automatic replenishment 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.

**Gross Vehicle Weight Plan (RIGVW-Newport Pell Bridge Only)** provides: a discounted rate of \$0.83 per trip for 2 axle 4 tire passenger vehicles only. In order to demonstrate proof of eligibility you must have proof of Rhode Island residency (see section 3d) and submit a copy of the vehicle's registration listing the vehicle's gross vehicle weight as between 7001–8000 lbs. RITBA reserves the right to request recertification of the Gross Vehicle Weight Plan.

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 \$2.00 per month. At any time you have the option to stop receiving statements by mail and/or convert to monthly email 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 each 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 RITBA's *E–ZPass* customer service center.

DO NOT SEND CASH BY MAIL

6 E-ZPASS TRANSPONDER MISUSE

- You authorize RITBA to charge your account a toll violation, video toll rate, an administrative fee, and/or fees for nonpayment of toll 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 a toll violation and/or administrative fee and you may be charged the full undiscounted toll on *E–ZPass* 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) Video Toll Rate–occurs when your *E–ZPass* transponder is not valid, not properly mounted to your vehicle, or is not read by the *E–ZPass* receiver.
  - d) In addition to any fees provided for in this Agreement, if you attempt to use a transponder without properly attaching it to your vehicle you may also incur an administrative fee of \$25.00.

7 LOST/STOLEN, DEFECTIVE, OR ALTERED TRANSPONDERS

You will not be liable for unauthorized use that occurs after you notify us, verbally or in writing, within ten days of loss, theft, or possible unauthorized use. Defective Transponder(s): If you*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. **There is a lithium battery, which is permanently sealed into each E-ZPass transponder.** To ensure your transponder is functioning properly you may bring the transponder into our Customer Service Center to have the transponder's battery tested. Account holders are responsible for lost, stolen, or damaged transponders; a replacement cost will be charged as follows:

Interior Transponder: \$10.00 Exterior Transponder: \$15.00.

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 anytime by requesting such termination in writing and returning the transponder(s) to RITBA. Transponders should be returned to RITBA in person or by prepaid mail. Transponder(s) will remain our property under all circumstances for proper disposal.

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. If the applicant would like a credit card refund, the credit card on the account must have been charged prior to the issue of the refund.

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

RITBA 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, e.g. vehicle type, license plate number and plate type
- Change in credit card account status (**Closed account, maximum credit use**)
- Change in expiration date of credit card account
- Change in payment method

14 INQUIRIES AND CORRESPONDENCE

Please send applications,payments,general correspondence, transponder returns(in a read prevention bag) to:  
**RITBA *E-ZPass* Customer Service Center**  
P.O. Box 437 (Mailing Address)  
1 East Shore Road (Physical Address)  
Jamestown, RI 02835

15 SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES – lost, damaged or stolen E-ZPass transponder

Cost of transponder if damaged, lost or stolen:Interior	\$10.00
Exterior	\$15.00
Returned Check Fee	\$25.00
Administrative Fees	\$25.00
Statement Fee (Paper Statement after Year 1)	\$2.00per month