

WVPA E-ZPASS™ COMMERCIAL ACCOUNT AGREEMENT

Terms and Conditions

These Terms and Conditions, together with your application, constitute your West Virginia Parkways Authority (WVPA) E-ZPass™ Agreement. Please read it carefully and keep it for your records. When you open an account and your tag is used, you agree to the following:

1) Terms

Failure to comply with this Agreement may result in termination of your account. Failure to pay tolls may result in additional penalties provided for by law including termination of your account.

2) Tag Use

- a) Your WVPA E-ZPass™ tag is transferable between vehicles of the same WVPA vehicle class.
- b) Your WVPA E-ZPass™ tag is good wherever you see the E-ZPass™ logo.
- c) You must comply with all applicable traffic laws, regulations, signs, signals, and directions of participating roadways.
- d) As you approach and pass through a toll lane, you will under no circumstances exceed a speed of 5 miles per hour.
- e) You may not assign the obligations or benefits of this Agreement.
- f) The application establishes your WVPA E-ZPass™ account with the West Virginia Parkways Authority. In the event that the WVPA E-ZPass™ tag(s) is used at another E-ZPass™ toll facility you authorize WVPA to debit your WVPA E-ZPass™ account to pay for that toll.
- g) When you use your WVPA E-ZPass™ tag, a non-refundable toll will be charged to your WVPA E-ZPass™ account.

3) Your Account

- a) Account balances. No interest will be paid on cash balances in your account.
- b) Replenishment. Periodically your toll use will be reviewed. If your monthly activity is above or below your current monthly payment, your minimum monthly payment will be adjusted accordingly. You will be notified of any changes to your account. Details pertaining to your account will be provided with your tag.
- c) A minimum charge of \$ 100.00 per month has been set for all charge accounts. Any account not averaging \$100.00 per month will be notified for cancellation.

4) Account Status

You will receive a statement summarizing all transactions once per month.

5) Payments

Method of Payment: Account replenishment must occur when your prepaid toll amount 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) Credit Card - You can authorize us to automatically charge your credit card the total amount shown in the monthly statement.
- b) Check/Cash - Checks should be made payable to West Virginia Parkways Authority. A returned check fee of \$25 will be charged for each check returned to us. Cash payments must be made in U.S. dollars in person at the WVPA Customer Service Center. See Section 14 for mailing address information. DO NOT SEND CASH IN THE MAIL.

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(s) 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 \$25 to replace the tag(s). If your tag is damaged due to defacement you will pay \$25.

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 damage, loss, cost, expense, 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 anytime: 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 in address
- Change in vehicle information
- 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, P.O. 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.

**By signing below, I agree to the terms and conditions included with the application and confirm that I have read, understand and will comply with them.*

Signature: _____

Date: _____