

# WVPA E-ZPASS™ PERSONAL ACCOUNT AGREEMENT

The West Virginia Parkways Authority (WVPA) establishes these terms and conditions that govern the use of the West Virginia E-ZPass system and requires that all West Virginia Parkways Authority E-ZPass account holders and users of the West Virginia Parkways Authority Toll facilities adhere to these terms and conditions.

The WVPA E-ZPass is the automated, cashless system installed on or operating with respect to all WVPA toll facilities for the purpose of collecting tolls, fares, fees, fines or other transactions as determined by the WVPA in accordance with the WVPA's Enabling Act in Article 16A, Chapter 17 of the West Virginia Code and the Electronic Toll Collection Act in Article 16D, Chapter 17 of the West Virginia Code, and any rules or regulations promulgated thereunder (collectively, the "Act"). The WVPA E-ZPass system consists of multiple WVPA E-ZPass account types and a Pay-By-Plate (PBP) payment option. These terms and conditions apply to individual (E-ZPass and PBP) accounts.

You become a WVPA E-ZPass customer by completing a WVPA E-ZPass or PBP account application.

If you are a WVPA E-ZPass customer with an account in good standing and the toll system detects a valid E-ZPass transponder, the appropriate toll will be automatically charged to your E-ZPass account. In all other instances an image of the license plate is captured and, if matched to a license plate on your E-ZPass or PBP account, the toll/transaction is posted to your account. If your West Virginia Parkways E-ZPass account is not in good standing, the vehicle incurs a photographic or video toll (either, a Video Toll) which will be billed at the cash rate, and a Notice of Violation is issued to the registered owner of the vehicle. Notice(s) of Violation(s) are issued in accordance with West Virginia Code §§ 17-16A-6, 17- 16A-17, 17-16D-5 and/or other applicable provisions of the Act.

The following terms and conditions supersede any previous terms and conditions. These terms and conditions, together with your application, if applicable, constitute the WVPA E-ZPass program agreement. When you drive on the West Virginia Turnpike toll facility, you agree to the following:

1. **TERMS**
- a) You are hereby advised, and acknowledge and consent to the fact, that photo and/or video cameras are used to record images (including images of persons, vehicles and license plates) in the electronic toll collection system for the purpose of collection and enforcement, subject to the Act.
- b) You agree to obey all applicable federal and state laws, and applicable rules and regulations, including, without limitation, the applicable provisions of the Act, governing the use and operation of WVPA toll facilities and E-ZPass system. Failure to do so may result in fines, fees (including administrative fees) and penalties and/or termination of your account, and/or other consequences set forth in the Act.
- c) If any of the terms of this Agreement are declared to be found to be illegal, unenforceable or void, then WVPA and the customer shall be relieved of all obligations under such illegal, unenforceable or void term; Provided that the remainder of the Agreement, and the remainder of these WVPA terms and conditions, shall be enforced to the fullest extent permitted by law.
- d) You shall not assign the obligations or benefits of the Agreement without the express written consent of WVPA or the WVPA Customer Service Center.

## 2. West Virginia Parkways Authority E-ZPass and Registered PBP Accounts

- a) WVPA reserves the right to reject any WVPA E-ZPass account or PBP applications.
- b) You certify that all information contained in your application is true and accurate. You agree to immediately notify the WVPA Customer Service Center if any of the information contained in your application changes, including but not limited to:
  - a. Physical or Mailing Address
  - b. Email Address
  - c. Credit/Debit card expiration date or change in number, if applicable
  - d. Bank account information, if applicable
  - e. Payment information if enrolled in automatic replenishment and/or automatic renewal of the Single Fee Discount Plan
  - f. Vehicle and license plate information, including the make, model, year, color and state of registration
  - g. Phone numbers
  - h. Account contacts/names
- c) Failure to keep account information current may subject you to additional fees, fines and/or penalties.
- d) Individual or PBP accounts are valid only for use when operating or traveling in one of the "TOLL CLASS 1" MOTOR VEHICLES that is listed on your application. A "TOLL CLASS 1" vehicle is defined as a motor vehicle of a passenger type or truck with a gross vehicle weight of no more than 8,000 pounds, no 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 1, chapter 17a of the West Virginia Code.
  - a. For individual E-ZPass accounts, each registered transponder can only have one qualified motor vehicle assigned to it.
  - d) WVPA may, at any time, suspend or terminate your WVPA E-ZPass or PBP account, and/or deactivate your E-ZPass transponder(s), if applicable, for violation of applicable laws, rules, regulations, or these terms and conditions. You shall remain liable for payment of all fines, penalties, costs, fees and any other monies owed pursuant to these terms and conditions and any applicable laws.
  - e) You acknowledge and accept that you are required to maintain your WVPA E-ZPass and/or PBP account in good standing, including maintaining a valid Single Fee Discount Plan on your WVPA E-ZPass Individual account. Failure to do so may result in the issuance of a Notice of Violation invoice and/or additional fees pursuant to provisions of West Virginia Code §§ 17-16A-6, 17-16D-5 and/or other applicable provisions of the Act.
  - f) If you fail to maintain a positive balance on your account and use toll facilities in other states or facilities other than the West Virginia Turnpike you may be issued a Notice of Violation from those states in accordance with their laws.
  - g) You authorize WVPA to assess and charge tolls, fees, fines and other penalties associated with your participation in the WVPA E-ZPass program and associated use of an E-ZPass transponder, if applicable, to your account and to the credit/debit card, bank account or other chosen method of payment for your account. The fee(s) hereunder include, but are not limited to, transactional, administrative, and any other type of fee(s), as may be set and assessed.
  - h) If you have selected Automatic Replenishment and/or Automatic renewal of the Single Fee Discount Plan as the payment for your WVPA E-ZPass account charges, you agree that you are responsible for providing the WVPA Customer Service Center with a valid credit/debit card or bank account with sufficient funds.
  - i) If you have not selected Automatic Renewal of the Single Fee Discount Plan, you agree that you are responsible to manually renew the plan annually.
  - j) If you have chosen not to maintain a Pre-Paid Toll Balance, your WVPA E-ZPass will only be valid if traveling on the WV Turnpike with a valid Single Fee Discount Plan while in a toll class 1 vehicle that is registered on your WVPA E-ZPass account.
  - k) The Single Fee Discount Plan, on your WVPA E-ZPass account, is not valid when your toll class 1 vehicle is towing anything. Unless you have set up your account with the prepaid toll balance option you must use a staffed lane, if available at the applicable toll plaza, or promptly make a payment via the WVPA website or the WVPA Customer Service Center and pay the toll fare when your vehicle is towing anything.
  - l) You acknowledge that if your Pre-Paid Toll Balance falls to or below \$0.00, continued use of a WVPA Toll facility will result in the issuance of a Notice of Toll(s) due to the registered vehicle owner or responsible party and, if not paid by the due date, will subject the registered vehicle owner to administrative fee(s) and Notice fee(s) in addition to the toll charges incurred.
  - m) You acknowledge that WVPA shall not pay any interest on any pre-paid account balance.
  - n) You acknowledge that you will be charged a fee for each returned check and/or returned ACH transaction.
  - o) You agree that administrative fees may be charged to your account.

## 3. Single Fee Discount Plan

- a) The Single Fee Discount Plan is valid for 12 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. Renewals of the Single Fee Discount Plan will be \$27.50 for a period of one year, subject to automatic increases in accordance with the official toll rate schedule and policy adopted by the WVPA pursuant to the Act. Your renewal payment will authorize continued use of the transponder. Renewal notices may be mailed out one month prior to the expiration date of the plan. 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, prior to the expiration date, unless we are notified of termination.
- b) Refunds -The Single Fee Discount Plan and transponder issuance fee are non-refundable.
- c) Renewal fee(s), of the Single Fee Discount Plan, are non-refundable once the plan year has commenced.
- d) Renewal fee(s), of the Single Fee Discount Plan, may be refunded if a request of termination is received in the Customer Service Center prior to the commencement of the new plan year.

## 4. Payment

- Payment may be made for toll transactions in any of the following ways:
- a) Credit Card Payment Option - (WVPA E-ZPass account and/or PBP account) You authorize WVPA to charge your credit card for the initial Single Fee Discount Plan (for E-ZPass Individual accounts enrolled in Single Fee Discount Plan) plus your, one time, \$13.00 transponder issuance fee and for all the tolls incurred. 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.
  - b) Cash, Check or Money order Payment Option - Your WVPA E-ZPass account application must be accompanied by a check or money order for the amount of \$27.50 for the Single Fee Discount Plan and one time transponder issuance fee of \$13.00, for a total of \$40.50 per vehicle and made payable to West Virginia Parkways Authority, subject to automatic increases in accordance with the toll rate schedule and policy adopted by the WVPA pursuant to the Act. Cash payment may only be made in person at one of the Customer Service Center locations operated by the west Virginia Parkways Authority.
  - c) By deducting the toll payment from a valid WVPA E-ZPass account or out-of-state E-ZPass account with sufficient funds at the time of travel.
  - d) Toll transactions on the WV Turnpike, for accounts with a valid Single Fee Discount Plan, will post to the account in the amount of \$0.00 provided the toll system detects a valid E-ZPass transponder and the vehicle is a toll class 1 vehicle that is registered to a WVPA E-ZPass account.

## VI. CUSTOMER AGREEMENT

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 \_\_\_\_\_

- e) 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. As part of this option, you agree to have your account automatically replenished when the account balance falls below \$10.00.
- f) PBP Accounts - By authorizing WVPA E-ZPass to charge toll payments for a specific license plate to a valid credit card that you provide in advance to WVPA E-ZPass. After you register your license plate and credit card for PBP, WVPA will charge your credit card or ACH periodically for each toll transaction incurred by you as you travel when you use any WVPA toll facility. PBP is available only for toll facilities located on the West Virginia Turnpike. PBP does not require a prepaid toll deposit or a monthly replenishment of funds; However, your credit card must be valid at the time of the toll transaction or no PBP payment is made, and a Video Toll is incurred. PBP toll transactions are not eligible for any type of discount and the cash rate will be charged.

**Failure to make payment through an E-ZPass account or PBP account at the time of travel will result in a Video Toll. A Notice of Violation is mailed to the registered owner of the vehicle or responsible party when a Video Toll is incurred. Payment for Video Tolls may be made by following the instructions on the Notice of Violation invoice in accordance with West Virginia Code §§ 17-16D-5 and/or other applicable provisions of the Act.**

## 5. West Virginia Parkways Authority E-ZPass Usage. By requesting or using a WVPA E-ZPass transponder:

- a) You agree to affix the WVPA E-ZPass transponder(s) on or in the vehicle(s) in accordance with the manufacturer's recommendations that are provided. Failure to do so may subject you to additional fees and/or the issuance of a Notice of Violation invoice that may include administrative and/or notice fees).
- b) You acknowledge that in cases where your valid WVPA E-ZPass transponder is not read, an image of the vehicle's license plate will be captured, and the appropriate toll will be charged to your account based on the license plate information listed on your account. The toll charge will post to your account at the cash rate.
- c) You acknowledge that in cases where your WVPA E-ZPass is not valid, an image will be captured of the vehicle's license plate and the appropriate toll will be invoiced to the registered owner or responsible party. The charge will be based on the cash rate as well as possible administrative and/or notice fee(s) being charged.
- d) You agree to pay all costs associated with the use of the WVPA E-ZPass transponder(s) assigned to you.
- e) YOU ACKNOWLEDGE AND AGREE THAT A REGISTERED WVPA PBP ACCOUNT IS NOT VALID FOR USE ON RECIPROCAL TOLL ROADS. REGISTERED WVPA PBP ACCOUNTS ARE ONLY FOR USE AT WVPA TOLL FACILITIES.

## 6. Lost/Stolen and Defective WVPA E-ZPass Transponders

- a) You agree that you will notify the WVPA Customer Service Center immediately if your transponder(s) is lost or stolen.
- b) You agree that you are responsible for any costs associated with any and all uses of the WVPA E-ZPass transponder(s) assigned to your account prior to such notification.
- c) Defective WVPA E-ZPass transponders must be brought or mailed to a WVPA Customer Service Center for testing and/or replacement. At the discretion of WVPA, defective WVPA E-ZPass transponders may be replaced free of charge. If the WVPA E-ZPass transponder shows signs of misuse or abuse, you will be required to pay a transponder fee.

## 7. PBP Invoice

- a) You agree that using a WVPA Toll facility without a WVPA E-ZPass or Registered PBP account in good standing will result in a Notice of Violation invoice being issued to the registered vehicle owner or responsible party.
- b) You agree that failure to pay or successfully dispute your Notice of Violation within 30 days may result in additional fees (including administrative fees), fines, and/or penalties. This is in addition to any other legal action or remedy that may be available to WVPA to recover such monies owed.

## 8. Lease or Rental Vehicles

- a) The registered owner of record of the motor vehicle is responsible for the payment of the tolls, fees (including administrative fees), fines and/or penalties that WVPA assesses with respect to the nonpayment of the toll. If, however, the registered owner of record is in the business of leasing or renting motor vehicles and provides to WVPA by the Payment Due Date on the Notice of Violation invoice, a copy of the lease, rental or similar contract document indicating that the vehicle was leased or rented at the time of the toll transaction and the identity, address and driver's license information of the person entitled to possession indiscernible from the document, in which case that person may be responsible for the payment of the fines or penalties that WVPA assesses. WVPA has no obligation or liability whatsoever in any rental or leasing agreement.

## 9. Appeals / Disputes

- a) Disputes must be in writing, to the WVPA Customer Service Center at PO Box 1469 Charleston, WV 25325 or online at [www.wvturnpike.com](http://www.wvturnpike.com). Persons receiving a notice of violation as provided in this section must respond within thirty days of the date the notice was mailed by remitting the amount of the unpaid toll and any administrative fee assessed or requesting an administrative hearing in accordance with rules promulgated by the WVPA pursuant to the Act. Persons who are found to be liable for payment of tolls and the administrative fees in an administrative hearing shall also be liable payment of the costs of the hearing, except where the judgment of the hearing examiner is reversed or set aside by a court of competent jurisdiction on appeal. Subject to any rights that you may have under the Act, you agree that the good faith determination of WVPA or its representative with regard to your appeal shall be final and binding upon you.

## 10. Disclaimer

- a) WVPA shall have no responsibility or liability to you for any loss, cost, expense or damage to you, any passengers or your vehicle arising out of your failure to comply with any laws or regulations, or any terms and conditions of the WVPA E-ZPass programs, or out of your misuse or abuse of a WVPA E-ZPass transponder, or failure to follow instructions for the use and operation of WVPA E-ZPass transponder(s).
- b) Under no circumstances shall WVPA have any liability for any consequential, special, incidental, or punitive damages of any kind arising out of your participation in the WVPA E-ZPass programs.
- c) WVPA makes no representations or warranties, express or implied, with respect to the merchantability or fitness for a particular purpose or any other reason with respect to WVPA E-ZPass transponders and/or WVPA E-ZPass Programs.
- d) Except as otherwise specified herein, WVPA shall have no liability or obligation of any kind whatsoever arising out of your use of or the performance of the WVPA E-ZPass transponder, any defect or malfunction or an E-ZPass transponder or the failure or unavailability of the WVPA E-ZPass system.
- e) You agree to indemnify, defend, and hold harmless WVPA from and against any and all damages, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the WVPA E-ZPass system.

## 11. Collections / Expenses

- a) Unpaid balances due to WVPA may be turned over to a collection agency for enforcement and collection activities along with any other legal action that WVPA is authorized to pursue to recover monies owed.
- b) You agree to pay WVPA's costs, including attorney's fees, required to enforce the terms and conditions of the WVPA E-ZPass Programs and the collection of monies in connection with your use of the WVPA E-ZPass system.

## 12. Non-Disclosure

- a) In accordance with West Virginia Code §§ 17-16D-9, WVPA shall comply with all applicable confidentiality provisions concerning any Personally Identifiable Information (PII) including, but not limited to, photographs or other recorded images and credit, other payment and account data relative to account holders who participate in its electronic toll collection system. Such information shall not be considered to be a public record under the Freedom of Information Act, West Virginia Code §§ 29B-1-1, et seq. and shall be used for enforcement purposes only in accordance with the Act.

## 13. Termination / Account Closure

- a) WVPA E-ZPass and Registered PBP account holders may close their account and terminate this agreement anytime by notifying the WVPA Customer Service Center in writing of their intent to close the account, paying any outstanding amounts due and returning your transponder(s) to the WVPA Customer Service Center, if applicable. Upon termination of this agreement, your account balance will be refunded to you ALL outstanding charges will be deducted prior to refund.

## 14. Modifications

- a) WVPA may change the WVPA E-ZPass and PBP Terms and Conditions at any time. No written notice is required, and you hereby waive any requirement that written notice be provided. Such notice may be given through any means, including, but not limited to, advertising such notice in the media, posting such notice on message boards along with WVPA's roadways, posting such notice on the WVPA website, or otherwise, as determined by WVPA. If you have provided an electronic mailing address to WVPA with your application, you authorize that such notice may be provided by sending such notice to the electronic mail address, in WVPA's discretion.

15. **Conflicts.** To the extent any provision of these WVPA terms and conditions conflict with the provision of the Act, the provisions of the Act shall govern, control and prevail.

## 16. 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.