

FasTrak® and ExpressAccount® License Agreement

Please read this application and License Agreement carefully. By submitting this application, you agree to the following terms:

CUSTOMER AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions, together with your application, constitute your Account License Agreement ("Agreement"). This Agreement with the Transportation Corridor Agencies (TCA) allows you to use 1) your assigned FasTrak account transponder on any tolled facility in California; or 2) a vehicle with a license plate registered to an ExpressAccount to enter and exit the State Routes 73, 133, 241 and 261 (The Toll Roads). This Agreement accompanies and is part of your account application. Your submittal of an application constitutes your acknowledgment and consent to this Agreement.

You agree to pay tolls charged to your account and obey all applicable laws and regulations. You agree to promptly review your statement/invoice and notify the TCA Customer Service Center if you have any questions regarding any charges. Charges not contested by notifying the TCA Customer Service Center within 30 days of the statement/invoice date will be deemed valid.

You agree to report any changes to your name, mailing and email addresses, telephone numbers, vehicles, license plates and, if applicable, credit card numbers and expiration dates or electronic check information immediately when this information is made available to you.

MINIMUM ACCOUNT BALANCES, TOLLS AND FEES*

- You agree to maintain your account balance, pay tolls and fees.
- If you selected the credit card or electronic check payment option, you authorize TCA to replenish your account by charging the prepaid toll balance amount or the average of your monthly toll usage whichever is greater, each time your account falls below the minimum balance. The minimum balance is equal to one third of your prepaid toll balance or \$10, whichever is greater.
- If you selected the cash, check or money order option, you agree to make a cash, check or money order payment of \$45 or the average of your monthly toll usage, whichever is greater, each time your account falls below the minimum balance. The minimum balance is equal to one third of your prepaid toll balance or \$15, whichever is greater.
- We may determine your average monthly toll usage based on your actual toll usage over a period of time, as defined at the sole discretion of TCA.
- You agree that TCA may charge you a fee for providing a statement/invoice.
- You agree that TCA may charge you a fee for an Invoice ExpressAccount.
- You agree that TCA may charge you a fee for checks returned by your bank or financial institution.
- You agree that TCA may charge you a fee for account suspension.
- You agree that toll rates and fees are subject to change without notice.
- Failure to maintain the required balance or properly maintain your account will result in account suspension and your transactions being processed as violations that are subject to penalties as provided by law.

TRANSPONDERS (FASTRAK ACCOUNTS ONLY)

- You agree to mount and use a transponder in accordance with instructions provided in your transponder package.
- You agree to be held responsible by TCA for any charges which may arise from using your transponder(s). See "Interoperability (FasTrak Account Only)" section.
- You agree that TCA may charge FasTrak accountholders a fee for image-based transactions.
- You agree that TCA may charge you a fee for maintaining your account should you not incur a specified level of toll usage each month, as defined at the sole discretion of TCA.
- You agree to pay a deposit of \$30 if you selected the cash, check or money order method of payment for each transponder issued to you, which TCA will refund without interest if you return the transponder(s) in good condition. If you selected credit card or electronic check as your replenishment method, you agree that TCA may charge your credit card or electronic check account \$30 for the amount of the transponder deposit(s) should you fail to return the transponder(s) in good condition.
- If the transponder fails to operate for reasons other than abuse or improper use and is returned to the TCA Customer Service Center, we will replace the transponder at no extra charge.
- If your transponder is lost or stolen, immediately report it via TheTollRoads.com or by telephone at 949-727-4800. You will not be liable for any unauthorized use of your transponder(s) occurring after such notification. However, you will be charged \$30 for each lost or stolen transponder.

This Agreement is a license only to use the transponder; the transponder is the property of TCA. TCA will not issue a transponder to any applicant until any and all outstanding violations associated with such applicant are resolved.

EXPRESSACCOUNT

- You agree to have a valid license plate mounted to your vehicle when driving on The Toll Roads in accordance with California Vehicle Code.
- You agree that an ExpressAccount is only valid for use on the State Routes 73, 133, 241 and 261 (The Toll Roads).
- You understand that an ExpressAccount is not eligible for toll discounts.
- If you selected the invoice payment option, you agree to make payment within the specified time period stated on the invoice.

INTEROPERABILITY (FASTRAK ACCOUNT ONLY)

- Your transponder may be used to pay at any toll facility or other location cooperating with TCA and bearing the FasTrak logo. It is not necessary to obtain a separate transponder to pay electronically for FasTrak transactions. If you drive in a vehicle with your transponder, your transponder may be read by the electronic processing equipment and a record of your transaction may be created. Such transactions may be charged in accordance with the rules, regulations and procedures of toll facilities or other locations.
- If you use your transponder on another toll facility or other location, you agree that TCA and/or the operator may charge you for any tolls arising from such use, and that you will be responsible to TCA and/or the other operator for all such charges.
- You agree that TCA may share with the operator of any interoperable facility any information contained in your application and Agreement for purposes of processing and collecting tolls, fees and violations in accordance with Streets and Highways Code Section 31490.
- You agree to review and follow policies and regulations of all California toll facilities.

RELEASE AND INDEMNITY (FASTRAK ACCOUNT ONLY)

You hereby release TCA from all loss, damage or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the transponder. Neither TCA nor its agents will have any obligation or liability with respect to your use or the performance of the transponder. Your sole and exclusive remedy from TCA and its agents will be replacement of any defective transponder(s). You agree to indemnify, protect and hold harmless TCA and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the transponder.

TERMINATION

TCA may terminate this Agreement at any time. Following termination and notification by TCA, you will remain responsible for payment of amounts you owe under this Agreement. If your toll account balance is insufficient to cover charges payable by you, you will remain liable for all such amounts. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines or penalties, in accordance with applicable law.

For FasTrak Accounts: If TCA requests, or if you wish to terminate this Agreement, return the transponder(s) to the TCA Customer Service Center. Upon TCA's receipt of your transponder(s) and termination, your toll account balance and transponder deposit(s) (if paid in advance) will be refunded to you, less any amounts owed to TCA, within 21 days.

For ExpressAccounts: If TCA requests, or if you wish to terminate this Agreement, your toll account balance, if applicable, will be refunded to you, less any amounts owed to TCA, within 21 days.

CHANGES

TCA reserves the right to change the terms of this Agreement at any time by providing written or electronic notice to you. You agree to all changes upon further use of The Toll Roads.

FAILURE TO COMPLY

Failure to comply with any portion of this Agreement may result in your transactions being processed as violations under California Vehicle Code §4770 and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties as provided by law. TCA reserves the right to debit your account for all unpaid violations including fees, fines and penalties.

COMMUNICATIONS

Please address all correspondence to:
The Toll Roads Customer Service Center
P.O. Box 57011, Irvine, CA 92619-7011

Telephone: (949) 727-4800

Website: TheTollRoads.com

**Tolls and fees in effect from time to time may be listed on the TCA's website: TheTollRoads.com. However, failure of the website to specify the tolls and fees does not affect our right to impose the charges in accordance with this agreement.*

PRIVACY POLICY

TCA's privacy policy is available at TheTollRoads.com.