

## Indiana Toll Road E-ZPass and Account Terms and Conditions

These terms and conditions (this “**Agreement**”) made and entered into by and between you (“**you**” or “**your**” as applicable) and ITR Concession Company LLC (the “**Company**”) becomes effective as of July 1, 2019. By your purchase and use of your E-ZPass transponder, and use of the related online account (the “**Account**”), you agree to be bound by this Agreement. Pursuant to this Agreement, the Company agrees to provide you with one or more E-ZPass transponders for the electronic payment of tolls at designated toll plazas on the Indiana Toll Road (the “**ITR**”) and any other highway or toll facilities that use E-ZPass transponders to facilitate electronic toll payment (“**Other Toll Facilities**”).

### 1. General

- a. You must obey all applicable traffic laws and posted speed limits while traveling on the ITR and Other Toll Facilities. Failure to obey such traffic laws may result in the termination of your Account and this Agreement.
- b. You consent to the Company taking all necessary actions to verify the correctness of the information you have provided to the Company in connection with your Account.
- c. You agree to pay all charges and fees charged in relation to improper installation of your E-ZPass transponder, and any other applicable charges or fees set forth in this Agreement.

### 2. Your Account

- a. You agree to maintain accurate payment information in connection with your Account. You consent that your payment information will be used when automatic replenishments of your Account are required as set forth in this Agreement.
- b. You agree to maintain accurate vehicle information in connection with your Account (i.e. make, model, license plate number and jurisdiction, number of axles).
- c. You must maintain a valid working telephone number and email address in connection with your Account.
- d. You consent to receive email, mail and telephone information relating to your Account and the Company.
- e. You agree that it is your obligation to comply with the above requirements of this Section 2 by logging into your Account through the Company’s website ([www.indianatollroad.org](http://www.indianatollroad.org)).

### 3. E-ZPass Transponder Use

- a. You may not assign or transfer your E-ZPass transponder or your Account.
- b. You agree to pay a nonrefundable one-time issuance fee of \$15.00 and a nonrefundable monthly fee of \$1.25 for each E-ZPass transponder issued to you. All sales made in connection with this Agreement are final.
- c. You agree to all fees that are charged for returned checks, declined ACH transactions and declined/rejected credit/debit card transactions as set forth in this Agreement. You agree that the Company may deduct such amounts from your Account balance, or collect such amounts through other means.
- d. You agree that the Company is not liable for any charges, tolls, violations (including penalties related to unpaid tolls) or any other fees you incur on Other Toll Facilities.
- e. You acknowledge and agree that you and your vehicle may be videotaped and/or photographed while on the ITR, and Other Toll Facilities, and you consent to such videotaping and/or photographing for the purposes of toll collection, traffic monitoring, detecting traffic violations, determining liability of a party due to an incident that occurs on the roadway, any criminal investigation, and any other reasonable uses of such photographs and/or videotapes. You agree that the images taken on the ITR are the property of the Company and will be released at the discretion of the Company in accordance with applicable laws.
- f. You must correctly mount and use your E-ZPass transponder in any vehicle registered to your Account according to the instructions provided with such E-ZPass transponder. The Company is not responsible for any damage to your vehicle caused by your failure to correctly mount your transponder. The Company is not responsible for any fees or charges you are charged in connection with your use of your E-ZPass transponder on Other Toll Facilities. Use of your E-ZPass transponder in connection with any vehicles not properly described within your application or updated within your Account may result in termination of your Account and/or additional fees.

### 4. Your Account Payments

- a. You are required to maintain a positive balance within your Account. Upon purchase of your E-ZPass transponder a minimum of \$10.00 deposit is required to activate your Account, and any associated fees in accordance with Section 3 and Section 11 herein shall be also required to activate your Account. .
- b. An amount equal to the toll charged by the Company, based on the applicable toll allowed to be charged on the ITR and any Other Toll Facility will be deducted from your Account balance. If your Account balance is zero or negative, or your E-ZPass transponder has not been successfully detected at a toll plaza, you shall be personally responsible for the payment of the applicable toll.
- c. The (“**Replenishment Amount**”) shall be determined as follows: (i) initially it will be determined by the class of vehicle for each E-ZPass transponder and number of vehicles associated with your Account; then subsequently (ii) will equal the greater of (x) the average monthly amount of tolls charged within the previous ninety (90) calendar days and (y) the initial amount determined for the Account.
- d. Your (“**Minimum Amount**”) shall equal the greater of (i) \$2.50 and (ii) 25% of the Replenishment Amount.
- e. The Replenishment Amount will be automatically paid from the form of payment you have provided in connection with your Account whenever your Account balance drops below your Minimum Amount.
- f. You acknowledge and agree that the Company will not pay you any interest on any Account balance.
- g. If, at any time, your Account balance becomes negative, mailed paper statements will no longer be sent to you. If you would like to continue receiving such statements, then you must re-elect to do so online through the Company’s customer website.

### 5. Lost/Stolen or Non-Operational E-ZPass Transponders

- a. If your E-ZPass transponder is lost or stolen you must notify the Company immediately. You are responsible for all charges incurred by your E-ZPass transponder prior to notifying the Company. At your request, a replacement E-ZPass transponder may be purchased to be assigned to your existing Accounts as well as the associated Account balance less any amounts deducted to satisfy this Agreement.
- b. The Company will replace your non-operational E-ZPass transponder within the five (5) year period following purchase if your E-ZPass transponder malfunctions and is not defaced, altered, tampered with or damaged, and provided that your Account balance is positive.

### 6. Modifications

- a. The Company reserve the right to change, amend, modify or alter the terms of this Agreement at any time by providing you notice thereof. Any revised agreement shall become effective seven (7) days after such notice has been given. No written notice is required, you hereby waive any requirement that written notice be provided. Such notice may be given by any means, including but not limited to, advertising such notice in the media, posting such notice on the Company’s customer website, by direct email to the email address provided in connection

with your Account, or any other means determined by the Company. Your use or maintenance of an Account or E-ZPass transponder following such revised agreement becoming effective shall constitute acceptance of the terms and conditions of the revised agreement.

b. If any term of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining terms or conditions.

**7. Disclaimer; Indemnification; Costs**

a. You acknowledge that the Company has not made and expressly disclaims any representation or warranty, expressed or implied, relating to the E-ZPass transponder or your Account, including without limitation, any implied or expressed warranty of merchantability or fitness for a particular purpose. You agree that the Company will have no obligation or liability to you with respect to the use or performance of such E-ZPass transponder.

b. You agree to indemnify and hold harmless the Company from and against all damages, loss, costs, expense, or liability relating to, arising from, or as a result of the use or performance of your E-ZPass transponder.

c. You agree to pay all costs concerning your Account, including reasonable attorneys' fees, incurred by the Company to enforce the terms of this Agreement.

**8. Governing Law**

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without applicability of conflict of laws that would refer any dispute related to or construction of this Agreement to the laws of any other jurisdiction. Any legal proceeding arising out of or under this Agreement shall be brought in Elkhart County, Indiana.

**9. Disputes**

a. If you dispute any transaction related to your Account, you must notify the Company within thirty (30) calendar days of such transaction being posted to your Account. The Company reserves the right to request the submission of additional information in writing, including but not limited to the statement of the nature of your dispute. The Company will investigate any such dispute and will make a good faith determination of whether an adjustment to your Account balance is warranted. The good faith determination of the Company shall be final and binding upon you for travel on the ITR and Other Toll Facilities. Any other dispute arising out of this Agreement shall be submitted to either arbitration or mediation as determined by the Company in its sole discretion. You agree to pay all expenses, including attorneys' fees incurred by the Company and Other Toll Facilities for collection of any money due under the terms of this Agreement.

**10. Account Suspension or Termination**

a. Your Account may be suspended or terminated by the Company upon your breach of any provision of this Agreement. All past due tolls and/or fees must be paid before you may reactive your Account. You may not open any new accounts until all previous past due account balances are paid in full. The Company may terminate your Account and this Agreement at its convenience in the event you fail to comply with this Agreement. You may terminate this Agreement at any time upon notice to the Company. Following your termination of this Agreement and settlement of the final fees charged to your Account, any positive balance shall be refunded to you within ninety (90) calendar days of such final invoice settlement.

**11. Schedule of Fees**

You are required to pay all fees as applicable to your Account including the below:

E-ZPass Transponder issuance fee (per transponder):	\$15.00
Monthly Maintenance Fee (per transponder):	\$1.25
Shipment Fee:	\$7.00 (or more if more than four (4) transponders per order)
Additional Mounting Strips:	\$1.75 for the first set and \$0.75 for each additional set, plus \$0.75 mailing fee or \$0.25 per set if purchased at the customer care center.
Improperly Mounted Tag:	\$1.00 per occurrence

Any fee paid by you to the Company in connection with the ordering of an E-ZPass transponder shall be forfeited and non-refundable if a valid account is not activated within ninety (90) days following such purchase.

**12. Privacy**

a. The Company shall take all reasonable actions to protect your personal information.

b. You hereby consent to the Company's release of certain personal information in order to collect on a delinquent account or to comply with the payment requirements in connection with your use of Other Toll Facilities, such information to include your name and address. Notwithstanding the forgoing, the Company shall not disseminate your credit card or bank account numbers to any third parties unless required by law, or to make a valid payment that is due and owing in accordance with these terms and conditions.

**13. Notice**

You may contact the Company online at: [www.indianatollroad.org](http://www.indianatollroad.org);

At its customer service center phone line: 574-675-4010; or

Via mail at: ITR Concession Company LLC, Customer Care Center, 3200 Cassopolis St., Elkhart, IN 46514.