

Maine Turnpike *E-ZPass* Business Account Terms & Conditions

These terms and conditions, together with a signed application, constitute an *E-ZPass* Business Account Agreement. Please read these terms and conditions and keep them for your records. When you open your account and your *E-ZPass* Tag(s) is used, you agree as follows:

GENERAL TERMS:

Failure to comply with this agreement may result in termination of your account.

Failure to pay tolls may result in additional penalties provided by law.

Failure to obey all rules and regulations of the Maine Turnpike Authority, including but not limited to the posted toll plaza speed limits, may result in suspension or termination of your account and possible additional penalties provided by law.

YOUR *E-ZPass* ACCOUNT:

1. *E-ZPass* Business Accounts utilizing the Postpaid Plan, the Prepaid Plan, or a combination of both are intended to serve the needs of the 'for hire', small business, and major commercial operators. Accounts opened at the Maine Turnpike will utilize Maine Turnpike *E-ZPass* Tags and these tags may not be transferred to another individual or company.

2. Account Holder agrees to purchase an *E-ZPass* Tag, at the current rate, plus applicable sales tax, and to properly mount and use the *E-ZPass* Tag in accordance with the terms and conditions of their account. The *E-ZPass* Tag may be returned in good working condition for a full refund of the purchase price within ninety (90) days of purchase.

3. Account Holder agrees to provide and update license plate data for all vehicles on their account. *E-ZPass* Tags may be interchanged among vehicles having the same Vehicle Reference Code (VRC) listed in their account.

4. Account Holder certifies that all information contained in their

E-ZPass Account application is true and accurate. Account Holder agrees to notify the Maine Turnpike Authority *E-ZPass* Business Department during normal business hours (7:30 am – 4 pm, M-F) if any of the information contained in their application changes, including but not limited to: changes to address, payment information, and license plate information.

PREPAID PLAN AND ACCOUNT STATUS

5. *E-ZPass* Business Accounts require a minimum prepaid balance, depending on the number of tags selected and the Vehicle Reference Codes for the vehicles listed. Please reference the enclosed Tag Purchase & Prepaid Balance Worksheet. However, the Account Holder may select a \$0.00 prepaid balance amount if they elect to participate in the Postpaid Plan only. See Postpaid Plan section for additional information. Account Holder acknowledges that if they have a prepaid balance in their account, all *E-ZPass* Tags in that account will deduct from that same balance (with the exception of valid Maine Turnpike travel under a Postpaid Plan).

6. For accounts with a prepaid balance, Account Holder agrees to maintain a balance sufficient to cover all tolls and charges. Failure to do so is a violation of the Terms and Conditions of this Agreement.

7. Statements are available on a monthly basis for your *E-ZPass* Business Account for a processing and handling fee. Please refer to the Fee Schedule in Section 47.

8. Maine Turnpike Authority does not pay interest on prepaid balances.

9. Accounts may be assessed an administrative fee for overdrawn prepaid balances. Please refer to Fee Schedule in Section 47.

10. All fees applicable to a Prepaid Plan will be deducted directly from your plan balance.

POSTPAID PLAN AND ACCOUNT STATUS:

11. Postpaid Plans apply only to travel on the Maine Turnpike. Business Accounts must have an accompanying prepaid balance sufficient to cover out of state toll charges.

12. Business Accounts with Postpaid Plans are required to provide a surety bond to the Maine Turnpike Authority in an amount equal to two months estimated Maine Turnpike Authority toll and non-toll charges. The minimum acceptable bond amount is currently \$5,000. The bond amount is subject to revisions based on actual charge history.

13. Summarized invoices for Postpaid Plans will be mailed monthly. Detailed invoices are available for a processing and handling fee. Please refer to the Fee Schedule in Section 47.

14. The current Postpaid Plan discount schedule for travel only on the Maine Turnpike is as follows and is subject to change:

\$ 00.00 TO \$ 50.00	NOT APPLICABLE
\$ 50.00 TO \$100.00	10% of the amount over \$50.00
\$100.00 TO \$300.00	\$5.00 Plus 15% of amount over \$100.00
OVER \$300.00	\$35.00 Plus 20% of amount over \$300.00

15. An Account Management fee will be charged to all accounts on a monthly basis. Please refer to the Fee Schedule in Section 47 for current fees.

16. All fees applicable to the Postpaid Plan will be added to the monthly invoice.

17. The Maine Turnpike Authority may suspend or terminate the postpaid plan for delinquent postpaid balances due.

E-ZPass TAG USAGE:

18. *E-ZPass* Tags purchased from the Maine Turnpike Authority are not transferable to other parties.

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19. All new *E-ZPass* Tags will be delivered by mail, UPS, or may be picked up at the Maine Turnpike Authority *E-ZPass* Business Department. *E-ZPass* Tags become active for use forty-eight (48) hours from issuance.

20. Account Holder agrees to mount and use the *E-ZPass* Tag in accordance with the instructions received from the Maine Turnpike Authority.

21. Account Holder accepts responsibility for paying the full cash fare if the *E-ZPass* Tag is not used in accordance with the instructions and the terms and conditions of the Maine Turnpike Authority.

22. The Maine Turnpike Authority may enter into reciprocal agreements with other agencies. If the Account Holder's *E-ZPass* Tag(s) is used at any toll facility, or other facility accepting this *E-ZPass* Tag as a payment mechanism, the Account Holder agrees that all costs incurred in connection with the use of their *E-ZPass* Tag(s) will be charged by the Maine Turnpike Authority to their account in the manner authorized in the account application and that the Account Holder is responsible for all such charges.

23. Account Holder agrees to use the *E-ZPass* Tag for the payment of tolls for only one motor vehicle at a time while driving on the Maine Turnpike or any reciprocal agency.

24. Account Holder agrees not to have more than one readable tag in the vehicle at the time of passage through the toll plaza.

25. Use of the *E-ZPass* Tag on the Maine Turnpike or any reciprocal agency constitutes the Account Holder's agreement to comply with all of the rules, conditions, and rates established by the Maine Turnpike Authority, or reciprocal agency for the use of Electronic Toll Collection.

PAYMENT METHODS:

26. Available methods of payments for Tag purchase and/or Prepaid Balances are: cash or check. Automatic Replenishment payments may be made by most major credit cards.

27. Available methods of payment for postpaid charges are cash or check. Credit cards are not accepted for payment on Postpaid Plans.

28. A fee will be charged to the Account Holder for all returned checks. Please refer to the Fee Schedule in Section 47.

PREPAID BALANCE REPLENISHMENT OPTIONS:

29. Account Holder acknowledges that they will replenish their account balance when the balance reaches a minimum of 25% of the prepaid (or optional higher) balance, regardless of which replenishment option is selected. This amount is subject to change based upon usage and the number of Tags in the account. Please refer to the Tag Purchase & Prepaid Balance Worksheet.

AUTOMATIC REPLENISHMENT OPTION:

30. Account Holder acknowledges that their signature is required to enroll or terminate their participation in the Automatic Replenishment Program.

31. Account Holder agrees to maintain a valid payment method on file with the Maine Turnpike Authority if participating in the Automatic Replenishment Program.

MANUAL REPLENISHMENT OPTION:

32. Account Holder agrees to maintain an account balance in accordance with Item 29 above. Manual payments may require 5-7 business days from receipt to process.

POSTPAID BALANCE PAYMENT OPTIONS:

BILLING:

33. Payment of invoice is due on the 10th of each month. Payments received after due date will forfeit the discount. No future discounts will be given until the plan is current. No exceptions will be made.

DISPUTES/REFUNDS/CREDITS:

34. All disputes and requests for toll credits must be presented in writing to the Maine Turnpike Authority within thirty (30) days of the last *E-ZPass* statement or invoice date. A detailed description of the issue should be forwarded to the Maine Turnpike Authority at the address listed below. The Maine Turnpike Authority reserves the sole discretion to deny credits without proper justification provided by the Account Holder. Credits issued for Postpaid Plans will be applied to the next month's invoice. Prepaid Plans will have their balance adjusted for approved credits.

35. All refunds must be requested in writing. Payments made by credit card are required to have refunds issued to that same credit card. Refunds may not be issued to credit cards other than those used for the original payment.

36. Refunds will be issued within thirty (30) days of approval of the request.

ACCOUNT SUSPENSION/TERMINATION/CLOSURE:

37. The Maine Turnpike Authority reserves the right to suspend or terminate any *E-ZPass* Tag/Plan/Account at any time.

38. Account Holder's *E-ZPass* Account may be suspended for violation of the terms and conditions. All past due tolls and/or fees must be paid to reactivate the Account. Use of an *E-ZPass* Tag on a suspended Account will result in Account termination and Account Holder may be subject to civil penalties and/or

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criminal prosecution for toll evasion.

39. Account Holder may suspend their Account by notifying the Maine Turnpike Authority in writing, and must also notify the Maine Turnpike Authority in writing when they wish to reactivate the Account.

40. Account Holder may close their Account by notifying the Maine Turnpike Authority in writing. All postpaid plans must be paid in full before the release of any surety bonds.

DEFECTIVE OR LOST/STOLEN *E-ZPass* TAGS:

41. Defective *E-ZPass* Tags must be brought or sent to the Maine Turnpike Authority *E-ZPass* Business Department for testing and evaluation. Defective *E-ZPass* Tags may be returned within three (3) years of issue date, and will be replaced free of charge. If the *E-ZPass* Tags show signs of misuse or abuse, the Account Holder will be required to purchase any replacement *E-ZPass* Tag(s).

42. Lost or Stolen *E-ZPass* Tags must be reported to the Maine Turnpike Authority Business Department during normal business hours (7:30 am – 4 pm, M-F). The Account Holder is responsible for all charges prior to reporting the *E-ZPass* Tag lost or stolen. The Account Holder will be required to purchase any replacement *E-ZPass* Tag(s).

DISCLAIMER:

43. Account Holder agrees that the Maine Turnpike Authority will have no obligation or liability to the Account Holder with respect to the use or the performance of the *E-ZPass* Tag. Account Holder agrees to indemnify the Maine Turnpike Authority and hold the Maine Turnpike Authority harmless from and against all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or the performance of the *E-ZPass* Tag.

44. Account Holder acknowledges that the Maine Turnpike Authority has not made and

expressly disclaims any representation or warranty, expressed or implied, relating to the *E-ZPass* Tag including, without any limitation, any expressed or implied warranty of merchantability, fitness for a particular purpose, or conformity to models or samples.

COLLECTION EXPENSES:

45. Account Holder agrees to pay the costs of the Maine Turnpike Authority, including attorney's fees, required to enforce terms and conditions of the Business Account program and the collection of monies in connection with the use of your *E-ZPass* Tag(s).

MODIFICATIONS:

46. The Maine Turnpike Authority reserves the right to change these terms and conditions at any time by mailing written notice to the Account Holder. If the *E-ZPass* Tag is used after any such changes, the Account Holder is subject to the new terms and conditions. For purposes of these terms and conditions, Account Holder will be deemed to have received notification ten (10) days after the same shall be deposited with the USPS or in any receptacle thereof, postage prepaid, addressed to the Account Holder at the address for the Account Holder on file with the Maine Turnpike Authority.

TAG COSTS - FEE SCHEDULE:

47. Cost of Tags both new and replacement and all fees that an account may be subject to are listed in Tables 1 and 2 below.

TABLE 1: TAG COSTS

Type of Tag:	Cost:
<i>Interior Tag</i> : Interior Windshield Mount	\$25 + applicable sales tax
<i>Exterior Tag</i> : Roof Mount Tag	\$30 + applicable sales tax
License Plate Mount Tag	\$30 + applicable sales tax

TABLE 2: FEE SCHEDULE:

Item:	Fee:
Returned Check	\$15
Prepaid Plan: Itemized Monthly Statement	\$2 up to 8 pages, \$0.25 each additional page
Postpaid Plan: Itemized Monthly Invoice	\$2 up to 8 pages, \$0.25 each additional page
Postpaid Plan: Monthly Summarized Invoice	No charge
Postpaid Plan: Monthly Account Management Fee	\$5
Negative Balance Fee	\$15

PRIVACY POLICY:

The Maine Turnpike Authority is committed to protecting the privacy of its patrons. Any information regarding the name, address or travel patterns of Maine Turnpike patrons is declared confidential by Maine State Law. The Maine Turnpike Authority will use this information only for the purposes of toll collection and we will not provide this information to the general public or sell it to a sales and marketing organization. If you have any questions regarding our Privacy Policy please call our *E-ZPass* Business Department, 1-888-682-7277.

INQUIRIES AND CORRESPONDENCE:

Please send all correspondence, applications, payments, and *E-ZPass* Tag returns to:

**Maine Turnpike Authority
E-ZPass Business Department
430 Riverside Street
Portland, ME 04103**

You also may call or visit our *E-ZPass* Business Department at:

400 Riverside Street
Portland, ME 04103
1-888-682-7277