



## ExpressToll® Customer User Agreement

In order to provide the greatest convenience to the operator and/or registered owner of a motor vehicle using roadways ExpressToll® services (a "customer"), customers may pay their tolls automatically through the use of an ExpressToll® account in accordance with the terms of this Agreement. There two types of tolling transponders/passes (referenced herein as "tags") which may be used by ExpressToll® customers (a) a simple sticker-type tag and (b) a switchable High Occupancy Vehicle ("HOV") tag. Please note that there are some differences in the rules applicable to use of each type of tag.

### EXPRESSTOLL® ACCOUNT TYPES

In addition to the use of two tag types, all ExpressToll® accounts themselves are one of two types:

**1. Credit Card Account:** If you open a credit card ExpressToll® account, your credit card will be charged to establish a Toll Account Balance ("TAB"), which is a pre-determined dollar amount, which may as a matter of policy be changed from time to time, and which acts as a pre-charged deposit for the payment of tolls. Each time your ExpressToll® account balance falls under \$10.00, your credit card will be charged to re-establish the TAB. No ExpressToll® account will be permitted to have a negative balance. If you begin using your ExpressToll® account more frequently, the TAB may be increased to an amount which equals your average monthly usage in tolls. It is important that you inform the ExpressToll® Service Center of any changes to your credit card. You hereby agree to pay a rejected payment fee of \$30.00 for each transaction refused by your bank or credit card issuer.

**2. Check-Based Account:** If you open a check-based ExpressToll® account then you will establish the ExpressToll® account by paying a TAB in the minimum amount of \$35.00. If you begin using the ExpressToll® account more frequently, your TAB may be increased to an amount which equals your average monthly usage in tolls. You will receive billing statements once your ExpressToll® account balance falls below \$10.00 and your payment is due and payable within (30) days from the date of the ExpressToll® billing statement. You agree to pay a rejected payment fee of \$30.00 for each transaction refused by your bank or debit card issuer.

### RESPONSIBILITY FOR TOLLS AND OTHER CHARGES

The customer to whom an ExpressToll® tag has been issued is responsible for all toll charges, late fees, collection fees, adjudication fees and civil penalties assessed against the account until the account is closed. You shall remain responsible even if a tag is lost or stolen. If your tag is lost or stolen you should immediately notify the ExpressToll® Service Center by calling (303)537-3470, or 1(888)946-3470. In case of loss or theft, a replacement simple sticker-type tag will be issued, or a replacement switchable HOV tag may be purchased by you. You will not be liable for the applicable tolls, late fees, and/or collection fees if you prove that the vehicle involved was sold to another or that the vehicle was not in your custody or control due to theft prior to the date of the toll. Should a dispute occur over a toll, the ExpressToll® Service Center will provide you, at your request, an itemized statement listing the disputed transaction(s).

You may request emailed monthly statements which will be provided free of charge. You may also request monthly statements via U.S. Mail. A monthly service fee of \$2.00 will be deducted from your TAB for mailed monthly statements.

If you fail to keep the required minimum balance in your ExpressToll® account, you agree that the ExpressToll® Service Center is authorized to deactivate all of the ExpressToll® tag(s) assigned to your account. Each use of the ExpressToll® tag after deactivation is a toll violation and you will be subject to all applicable tolls, late fees, collection fees, adjudication fees and civil penalties. If your TAB has insufficient funds, you are liable until said fees and civil penalties are paid.

### CLOSING AN EXPRESSTOLL® ACCOUNT - REFUND OF A TAB

If you close your ExpressToll® account, then you will receive a refund of the balance remaining in your TAB. This refund will be made to the credit card account used to establish the ExpressToll® account, unless the credit card account has been closed. Check-based account customers will receive a refund check which will be issued within thirty (30) days of the date the ExpressToll® account is closed. The cost of the switchable HOV tag is not refundable.

### TAG USE

A tag may only be affixed to and used by the vehicle to which it is registered and assigned. A sticker tag is automatically deactivated when it is removed from the windshield. If a sticker tag is deactivated, a replacement sticker tag will be provided at your request. A replacement switchable HOV tag may be purchased from the ExpressToll® Service Center. If you own a switchable HOV tag and would like to move it to a new vehicle, you must contact the ExpressToll® Service Center to update your information on the ExpressToll® account. Each vehicle on the ExpressToll® account must have a specifically designated tag.

### EXPRESSTOLL® CUSTOMER RESPONSIBILITIES

As an ExpressToll® customer you agree to:

1. Notify the ExpressToll® Service Center immediately (a) if your credit card has been lost or stolen, (b) the expiration date of the credit card changes, (c) your credit card limit has been reached, (d) the credit card account has been closed or (d) if the account number or issuing bank changes.
2. Notify the ExpressToll® Service Center immediately of a changed mailing address and/or phone number.
3. Notify the ExpressToll® Service Center immediately of a change to an automobile registration or license plate.

Failure to notify the ExpressToll® Service Center of a transfer of a tag to another vehicle, or of any change in your license plate or vehicle registration may result in a \$10.00 fee assessed to your ExpressToll® account.

The ExpressToll® Service Center will charge you tolls at then-current LicensePlateToll® rate for all tolls associated with vehicles not properly registered to your ExpressToll® account.

#### **ADDITIONAL CONDITIONS APPLICABLE TO SWITCHABLE HOV TAGS AND EXPRESS LANE USE**

The Switchable HOV tag provides additional functionality over the simple sticker-type tag and allows customers to identify when travelling in their vehicle as a HOV. HOV discounts and/or HOV toll-free use is only available on specifically identified Colorado Department of Transportation High Performance Transportation Enterprise ("HPTE") tolled and managed lane facilities ("HOV Facilities"). If you are a customer with a switchable HOV tag you agree to the following additional conditions of use:

1. Switchable HOV tags are available free to customers who use them only when in the "HOV" mode on HOV Facilities. In the event that a customer who received a free switchable HOV tag uses that tag in the "TOLL" mode or on a tolled facility or fails to use the tag for at least one HOV transaction in the first six months, the customer's ExpressToll® account will be charged for the cost of the switchable HOV tag.
2. A deposit-free ExpressToll® account, with a credit card on file, is available to customers who never generate a tolled transaction. In the event that a customer with a deposit-free ExpressToll® account (1) generates a tolled transaction or (2) still has an invalid, expired or otherwise unusable card on file after being provided 30-days advance notice of such by the ExpressToll® Service Center, the deposit-free ExpressToll® account will automatically be converted to a standard ExpressToll® account which requires a deposit.
3. If your tag is switched to the TOLL mode when traveling on an HOV Facility, regardless of the number of occupants, no HOV discount will be applied to your account.
4. You will only adjust the tag HOV/TOLL switch when it is safe to do so. For maximum safety, the switchable HOV tag should be set to the desired switch position before starting, and not during, any trip that will pass through an HOV Facility. The position of the switchable HOV tag must be changed to HOV mode prior to entering the HOV Facility.
5. Switching the tag to HOV mode after entering an HOV facility may result in the customer being charged the applicable toll rate for the trip. Such charges will not be subject to refund to the customer.
6. You will only place the tag in HOV mode if you have the proper number of occupants in the vehicle in accordance with OV Facility signage.
7. Operating a vehicle with less than the required number of occupants to qualify your vehicle for HOV status could result in ticketing for a traffic infraction pursuant to Section 42-4-1012(3), C.R.S. and a civil penalty for toll evasion pursuant to HPTE's Rules Governing the Administrative Toll Enforcement Process, 2 CCR 606-1. Such violation may also subject the customer to unilateral termination of this Agreement by the ExpressToll® Service Center.
8. The switchable HOV tag will function just like a sticker tag regardless of switch position on tolled facilities in Colorado that do not offer HOV discounts.
9. HOV discounts do not apply to vehicles with more than three axles, regardless of the tag switch setting.
10. You understand that there will be times which tolls will be in effect regardless of your tag position and you are obligated to pay tolls at the toll rates, if any, designated by roadway signage.
11. You may incur up to the maximum toll rate if you travel on an HOV Facility that is indicated by digital message signage as closed. In addition, you may incur civil penalties, be cited for traffic infractions pursuant to the Colorado Revised Statutes, and/or this Agreement may be unilaterally terminated by the ExpressToll® Service Center.

#### **MISCELLANEOUS**

Your agreement to all of the terms, provisions, and conditions of this Agreement is a condition precedent to your being granted the use of your ExpressToll® account. You are hereby advised that the ExpressToll® Service Center reserves the right to modify the terms of this Agreement at any time and without individual notice to you. Periodic changes to this Agreement will be posted at [www.expresstoll.com](http://www.expresstoll.com). Your continued use of your ExpressToll® account after any modification to the terms of this Agreement shall constitute your acceptance of the modified terms and you agree to be bound by any such changes. You hereby agree to pay all tolls and other reasonable charges, fees, and costs, including attorney's fees, incurred by the ExpressToll® Service Center to enforce the terms of this Agreement.

You must promptly review your monthly statement and notify the ExpressToll® Service Center with questions regarding any ExpressToll® charges. Charges not questioned within thirty (30) days of the date of the ExpressToll® Service Center's issuance of the statement will be deemed to have been accepted by you.

You agree that the ExpressToll® Service Center has the right to close your ExpressToll® account, to deny your use of your ExpressToll® account should you violate any of the terms of this Agreement.