

FASTRAK® CUSTOMER AGREEMENT TERMS AND CONDITIONS

Please read this Application and License Agreement carefully. By using your I-15 Express Lanes or South Bay Expressway FasTrak® Transponder ("Transponder"), you agree to the following terms:

GENERAL

This Application and License Agreement ("Agreement") with the San Diego Association of Governments ("SANDAG"), together with any supplements, allows the person named ("You") and his or her agents to use the I-15 Express Lanes, South Bay Expressway, or other interoperable FasTrak® Toll Facility (collectively referred to as "Facility") with the assigned Transponder. Your submission of an Application to obtain and use a Transponder constitutes your acknowledgment and consent to this Agreement. This Agreement confers only a license; the Transponder is the property of SANDAG.

You agree:

- To pay all tolls, penalties, and fees charged to your SANDAG Account ("Account").
- To refrain from using your Transponder to access any Facility in "HOV Only" status. When this message is displayed on a variable toll messaging sign, only high-occupancy vehicles (vehicles with two or more persons), vehicles with valid Clean Air Vehicle Stickers, buses, and motorcycles, can use the Facility.
- To safeguard, mount, and use your Transponder(s) in accordance with the instructions provided in your SANDAG Account package or any updated instructions and in accordance with all applicable laws.
- To obey all applicable laws, regulations, and customer Account policies.
- To promptly notify the appropriate Customer Service Center of any changes in your name, billing address, phone number, make, model and registered license plate of vehicles utilizing the Transponder(s), email addresses, and, as applicable, credit card number with expiration date, or account replenishment bank information.
- To promptly review your account statement, whether it be available online or mailed to you, and notify the appropriate Customer Service Center if you have questions regarding any charges. Charges are deemed accepted thirty (30) days after the issuance of the monthly or quarterly statement.
- That SANDAG or a designated SANDAG agent(s) may share any information you provide to SANDAG or a designated SANDAG agent(s) concerning your Account in accordance with applicable law and the SANDAG Privacy Policy for Collection, Management, and Storage of Personal Information, which is available at sandag.org.
- To be held responsible to SANDAG for any penalties, fees, and toll charges that may arise from use of your assigned Transponder(s) on any other interoperable Facility.
- Upon notice from SANDAG or the Customer Service Center, to promptly remove and return your Transponder(s) and replace it with any other Transponder(s) SANDAG or the Customer Service Center may send to you.

ACCOUNT CREATION, PAYMENT, FEES, AND CHARGES

You acknowledge, accept, and agree:

- That your Account is subject to a Fee Schedule which is available at 511sd.com/FasTrak. Fees are subject to change pursuant to the "CHANGES" Section below.
- That it is your responsibility to maintain an Account balance at or above the required minimum at all times. If you fail to maintain the required minimum balance, your Transponder(s) will be deactivated and/or your Account closed. Any further use of your Transponder will result in toll transactions being processed as violations that are subject to additional fees, fines, and penalties, as provided by law.
- To open an Account with a credit/debit card, you must establish a prepaid toll balance in the minimum amount of \$40, or \$20 per Transponder, whichever is greater. You authorize SANDAG to automatically replenish the Account by charging the greater of \$40 or \$20 per Transponder (or a higher amount that you have previously authorized), to your credit/debit card or other replenishment method when the balance reaches or falls below the required minimum account balance. The minimum account balance is the greater of \$10 or one-week's usage averaged over a three-month period.
- To open an Account without a credit card ("Cash Account"), you must first contact the appropriate Customer Service Center. To be eligible for a Cash Account, you must qualify as a fleet customer and your Cash Account must be approved by SANDAG. SANDAG reserves the right to approve all Cash Accounts in its sole discretion. A deposit of \$35 will be required for each issued Transponder in addition to the prepaid toll balance. You must replenish the account with the greater of \$50 or one month's usage averaged over a three-month period each time the Cash Account balance falls below the required minimum. The minimum account balance for Cash Accounts is the greater of \$25 or two-week's usage averaged over a three-month period. Such payment must reach the Customer Service Center prior to the Cash Account reaching a zero balance. Cash payments toward existing Cash Accounts must be made in person at 1129 La Media Road, San Diego, CA 92154. The Customer Service Center will not accept cash payments received in the mail.
- That SANDAG may charge a fee for leasing the Transponder(s) and for maintaining an Account that fails to meet the Monthly Minimum Toll ("MMT"). Should your total monthly tolls on SANDAG-operated Facilities fail to exceed the MMT, your Account may be subject to this fee. Information regarding the MMT for the I-15 Express Lanes and South Bay Expressway is available online at 511sd.com/FasTrak.
- That SANDAG may send your Account to a Collections Agency and charge a fee for Account suspension and/or collections. You will be assessed a negative balance fee each time an Account balance falls below \$0.
- That SANDAG may charge a fee for each credit card, check, or bank account transaction refused by your bank, financial institution, or credit card issuer.
- That an account deactivation and/or collections fee may be assessed if: (1) your Transponder is deactivated or Account closed for lack of payment, (2) you fail to return your Transponder(s) within thirty (30) days if requested by SANDAG pursuant to the "TERMINATION" section below, or (3) for violation of facility rules.
- That SANDAG may charge a fee for processing image-based transactions derived from license plates due to improper Transponder mounting. Proper Transponder mounting is governed by California Vehicle Code SEC. 77, Section 26708 and improperly mounted Transponders are subject to California Highway Patrol fines.
- SANDAG may charge a fee for each printed statement provided at the request of the applicant.
- That the I-15 Express Lanes toll rates are set dynamically based on actual traffic conditions and rates are subject to change without notice.
- That when you provide a check as payment, SANDAG is authorized to either: (1) use information from the check to make a one-time electronic fund transfer from the associated bank account, or (2) to process the payment as a check transaction. When SANDAG uses information from the check to make an electronic fund transfer, funds may be withdrawn from the bank account immediately after receipt of the check. You will not receive a copy of the check from your financial institution.
- That upon your request, SANDAG can convert a notice of toll evasion to an image-based toll transaction charged against your Account. SANDAG may assess a per transaction administrative fee for your failure to add that vehicle's license plate to the Account prior to the violation being processed.
- That if you do not comply with one or more responsibilities under this Agreement, SANDAG will incur costs to secure your compliance. You must reimburse SANDAG for all costs incurred in securing your compliance and/or in enforcing your obligations under this Agreement,

including administrative charges for such matters as notifying you of toll violations or collection expenses. Such charges are assessed in addition to statutory penalties for toll violations.

INTEROPERABILITY

Your Transponder(s) may be used to pay tolls on any Toll Facility in California bearing the FasTrak® logo so long as the facility is not in an "HOV Only" status. It is not necessary to obtain a separate Transponder to pay electronically for FasTrak® transactions on interoperable Facilities. If you use your Transponder on any interoperable Facility, a record of your transaction will be recorded. Such tolls will be charged in accordance with the rules, regulations, and procedures of such other interoperable Facilities. You further agree that SANDAG may share with the operator of the interoperable Facility any information contained in this Agreement for purposes of processing and collection of tolls, violations, and other charges.

Any discount or promotions offered by SANDAG FasTrak® account plans are not applicable to the toll charges from interoperable Facilities not operated by SANDAG. Special promotions within San Diego County may apply exclusively to either the I-15 Express Lanes or South Bay Expressway. SANDAG is not liable for any toll charges and fees incurred from failure to adhere to instructions on use of a Transponder when in "HOV Only" status as designated on any Facility.

TRANSPONDERS

- In lieu of a \$35 deposit for each issued Transponder, you authorize SANDAG to charge your credit/debit card or other replenishment method for the amount of the Transponder deposit(s) should you fail to return the Transponder(s) in good working condition within thirty (30) days of closing or deactivating your Account, or if the Account is sent to collections. Cash Accounts, however, must pay a \$35 deposit for each issued Transponder.
- If your Transponder(s) fails to operate for reasons other than abuse or improper use and is returned to the appropriate Customer Service Center, SANDAG will replace the Transponder(s) at no extra charge.
 - If your Transponder(s) is lost or stolen and you immediately call the Customer Service Center, you will not be liable for any unauthorized use of your Transponder(s) occurring after such notification. However, you will be charged \$35 for each lost or stolen Transponder. If you have a Cash Account, the deposit associated with the lost or stolen Transponder will not be returned.

TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party. The Agreement shall also be deemed to be terminated in the event that your Transponder is deactivated or your Account closed for failure to comply with this Agreement. In the event that this Agreement is terminated, you shall return any and all Transponders registered to your Account to the Customer Service Center at 1129 La Media Road, San Diego, CA 92154 within thirty (30) days of Transponder deactivation and Account closure. You are responsible for ensuring that all Transponders registered to your Account are returned to the Customer Service Center in good working condition.

Any remaining Account balance or Transponder deposit(s) will be refunded to you, less any amounts owed to SANDAG, by the method of account replenishment within four to six weeks following SANDAG's receipt of all issued Transponders or Account deactivation, whichever occurs later. SANDAG does not issue refunds for balances of \$1.00 or less. Following termination, you shall remain responsible for payment of all charges you owe under the terms of this Agreement. If your Account balance is insufficient to cover charges you owe, you shall remain liable for such amounts in excess of your Account balance. If such unpaid charges are not promptly remitted to the Customer Service Center, you may become liable for additional service charges, fines, or penalties in accordance with applicable law.

CHANGES

SANDAG reserves the right to change the terms of this Agreement and all policies, toll rates, fees, deposits, and minimum account balances at any time. Changes in SANDAG policies and the terms of this Agreement will be communicated by providing notice to you via email and on our website at sandag.org/legal. You will be deemed to have received such notice ten (10) days after it is emailed to you and posted online. To request a printed copy of the terms of this Agreement, please contact the Customer Service Center (see "COMMUNICATIONS" below).

RELEASE AND INDEMNITY

- You acknowledge that SANDAG has not made, and expressly disclaim, any representation of warranty, expressed or implied, relating to your Transponder(s), the I-15 Express Lanes, South Bay Expressway, FasTrak® system, or other materials (including without limitation, any implied or express warranty of merchantability or fitness for a particular purpose) whatsoever as they relate to your Account, use of your Transponder(s), the I-15 Express Lanes, South Bay Expressway, or FasTrak® system.
- You hereby release SANDAG and its agent(s) 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(s), the I-15 Express Lanes, South Bay Expressway, or FasTrak® system. Neither SANDAG nor its agent(s) will have any obligation or liability with respect to the use or performance of the Transponder(s), the I-15 Express Lanes, South Bay Expressway, or FasTrak® system. Your sole and exclusive remedy from SANDAG and its agent(s) will be replacement of any defective Transponder(s).
- You agree to indemnify, protect, hold harmless, and defend SANDAG and its agent(s) from all liability for and from all loss, damage, or injury to persons or property whatsoever, known or unknown, arising out of or in any manner connected with the performance of the Transponder or yours or your agents use of the Transponder(s), the I-15 Express Lanes, South Bay Expressway, or FasTrak® system.

GOVERNING LAW

This Agreement is governed by the laws of the State of California.

VIOLATIONS

Failure to comply with any portion of this Agreement may result in your transactions being processed as violations under Section 4770, et seq., and Section 40250, et seq., of the California Vehicle Code and any other applicable law. If violations occur, you will be subject to all fees, fines, and penalties as provided by law or by this Agreement. SANDAG and its agent(s) will debit your Account for all fees and penalties. If you do not have sufficient funds in your Account to cover a toll, you may receive a notice of toll evasion that can include statutory penalties as high as \$100 for the first violation, \$250 for a second violation in the same calendar year, and \$500 for a third and any subsequent violations in the same calendar year.

Toll evasion notices are sent to the address of the registered vehicle owner associated with the license plate on file with the California Department of Motor Vehicles ("DMV"). You are responsible for keeping the DMV informed of your current address (California Vehicle Code §40260). SANDAG will attempt to apply all outstanding transactions and citations to your Account in a timely manner. However, if there is a delay in posting these transactions, you are still liable for paying these costs, tolls, and penalties.

COMMUNICATIONS

Please address all questions and written notices to the Customer Service contact information on the reverse side of this document.