

FasTrak® License Agreement

Valid beginning July 1, 2019

Please read this 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 agreement. This account agreement ("Agreement") with the Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency (TCA) allows you to use a FasTrak transponder and registered license plate to enter or exit toll lanes of the 73, 133, 241 and 261 Toll Roads ("The Toll Roads"). If you are applying for a new account, this Agreement accompanies and is part of your account application. Your submittal of an application constitutes your acknowledgment and consent to this Agreement. If you have an existing account, your continued use of The Toll Roads constitutes your acknowledgment and consent to the terms in 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 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 and you will be deemed to have waived any right to contest the charges on any basis.

You agree to report changes to your name, mailing and email addresses, telephone numbers, registered vehicle license plate(s) and, if applicable, credit card number and expiration date or electronic check information within seven days of any such change.

You agree to allow the California Highway Patrol to make reports of incidents on the 73, 133, 241 and 261 Toll Roads available to TCA.

MINIMUM ACCOUNT BALANCES, TOLLS AND FEES* [ALL ACCOUNT TYPES]

- You agree to maintain your account balance and/or a valid method of payment, in order to pay tolls and fees associated with usage of your account. As used in this Agreement, the term "your usage" includes usage of a transponder or vehicle associated with your account by you or any other person.
- If you selected the credit card or electronic check payment option, you authorize TCA to process toll payments individually, or in batches; or to replenish your prepaid account by charging the minimum replenishment amount of \$30 or the average of your monthly toll usage, whichever is greater, each time your account falls below the minimum balance. The minimum balance for a prepaid account is equal to \$10 or one third of your average monthly toll usage, whichever is greater.
- You agree that your account may be suspended in the event that your chosen payment method is rejected by the issuer or your bank on more than one occasion for any reason.
- 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 average monthly toll usage or \$15, whichever is greater.
- We may determine your average monthly toll usage based on your actual toll usage over a representative period of time, from time to time, as defined at the sole discretion of TCA.
- You agree that TCA may charge you a fee for providing an invoice-based account or billing statement.
- You agree that TCA may charge you a fee for checks returned by your bank or financial institution or for declined credit card transactions.
- You agree that TCA may charge you a fee for account suspension.
- You agree and understand that toll rates and fees are subject to change without notice.
- Failure to maintain the required balance or properly maintain your account information will result in your account being suspended and transactions being processed as violations that are subject to penalties as provided by law, including but not limited to, applicable TCA Ordinances.

TRANSPONDERS

- You agree to adhere or mount and use the transponder in accordance with instructions provided to you in your transponder package.
- You agree to be held responsible to TCA for any charges which may arise from using the transponder(s). See "Interoperability" section.
- TCA agrees to provide you one sticker transponder for each vehicle registered to your account at no charge, as long as that vehicle is registered to the account for a period no less than 90 days.
- You agree that you may lose eligibility for any discounts to TCA's standard toll rates offered to FasTrak accountholders if you generate an excessive volume of image-based transactions, as determined at TCA's sole discretion.
- You agree that TCA may charge your account \$20 for each switchable transponder you request from TCA.
- If a switchable transponder fails to operate for reasons other than abuse or improper use and is returned to the TCA Customer Service Center, within 12 months of the purchase date, we will provide a replacement transponder designed to operate on The Toll Roads at no extra charge.
- If a transponder is lost or stolen, you are required to immediately report it via TheTollRoads.com or by telephone at 949-727-4800. You will not be liable for any unauthorized use of the transponder(s) after you notify us that the transponder(s) has been lost or stolen, unless it is determined in TCA's sole discretion that the transponder(s) was not lost or stolen. If a transponder has been lost or stolen, you will be charged for each replacement switchable transponder you request.

INTEROPERABILITY

- Your account may be used at cooperating California toll facilities and other North American interoperable toll and parking facilities cooperating with TCA to electronically pay for tolls and/or parking services. Your usage of other interoperable toll facilities is subject to the terms and conditions established by that interoperable toll facility, including any restrictions on payment methods accepted.
- Subject to the terms and conditions established by the interoperable toll facility, your transponder

and/or license plate registered on your FasTrak account may be used to pay for tolls on any toll facility or other location cooperating with TCA. It is not necessary to obtain a separate transponder or account with the toll agency that operates the other facility/location. If you drive in a registered vehicle or a vehicle with your transponder, your license plate or transponder may be read by the electronic processing equipment and if so, a record of your transaction will be created. Such transactions will be charged in accordance with the rules, regulations and procedures of that toll facility or other location.

- If your registered vehicle or transponder is used on another interoperable toll facility or other location, you agree that TCA and/or the operator of the interoperable toll facility may bill you for any charges arising from such use, and that you will be responsible to TCA and/or the other operator for all such charges.
- You agree and hereby consent to TCA exchanging with the operator of an interoperable toll or parking facility whatever information TCA deems necessary for purposes of processing and collecting tolls, fees and/or violations. You also agree and hereby consent to the operator of the interoperable toll or parking facility sharing with TCA whatever information the operator of the interoperable facility deems necessary for purposes of processing and collecting tolls, fees and/or violations. This information may include, but is not limited to, transponder number, vehicle license plate number and state, date and time of transaction, toll facility, toll point location, lane, direction, occupancy, vehicle type, number of axles, and toll amount.
- You agree to follow policies and regulations of all interoperable toll or other facilities that you use.

RELEASE AND INDEMNITY (Transponder Usage)

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, application or performance of a transponder issued to you by TCA. 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 use, application, or performance of a 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.

If TCA requests, or if you wish to terminate this Agreement, your toll account balance less any amounts owed to TCA will be refunded to you within 21 days unless otherwise notified.

CHANGES

TCA reserves the right to change the terms of this Agreement and our policies, fees and minimum toll account balances 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 toll transactions being processed as violations under California Vehicle Code §§ 40250-40273 and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties as provided by law. Streets & Highways Code § 31490 places limitations on how a transportation agency can use certain personally identifiable information. Notwithstanding § 31490, you agree that TCA may transmit any information it deems necessary to any entity or individual so long as it is for the purpose of interoperability, or the collection or enforcement of tolls, fees, fines and penalties.

COMMUNICATIONS

You agree that TCA may, at its discretion, send surveys to the email address associated with your account.

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

PRIVACY POLICY

TCA's privacy policy is available on TCA's website at TheTollRoads.com/privacy.

* Tolls and fees in effect are listed on the TCA's website: TheTollRoads.com. However, the absence of this information from the website at any time does not affect our right to impose charges in accordance with this Agreement