

Welcome to E-ZPass!
 E-ZPass is "E-Z."
 Here are a few tips.
 For more information
 or account info,
 visit ezpassNY.com.

Installing Your E-ZPass Tag - Remember to install your Tag according to the directions on the reverse of the confirmation letter. If not, you may be subject to toll violations, fees, or get stopped in a toll plaza. If you do not want to use your E-ZPass Tag, remove it from the windshield and put it in the silver "read prevention" bag that came in your kit.

Safety First - E-ZPass makes driving more convenient by eliminating the need to look for change. Safety must be everyone's first priority.

Remember:

- ✓ Only use your E-ZPass Tag in toll lanes displaying the purple and white E-ZPass signs.
- ✓ Always observe the posted speed limit and follow the toll personnel's directions when in a toll plaza.
- ✓ Never back up or get out of your vehicle when in a toll plaza.
- ✓ Toll Collectors do not have access to E-ZPass account information.

Speeding in a toll plaza may result in the suspension or revocation of your E-ZPass account privileges.

Maintaining Your Account - The "E-Ziest" way to maintain your account is by using our website at www.ezpassNY.com. Initially, you will need the Personal Identification Number (PIN) you chose on your E-ZPass application when you opened your account. After you initially access your account, follow the directions to select a password you can remember for future web access.

E-ZPassNY also offers 2 other convenient ways to maintain your account. You can visit seven Walk-In Service Centers throughout the state or call 1-800-333-TOLL (8655) 24 hours a day, seven days a week to use our Automated Voice Response System or to speak to a Customer Service Representative Mon-Fri 7am to 7pm and Sat 8am - 2pm. For your security, you must have your Account or Tag number and PIN when calling the Customer Service Center.

Replenishment - The easiest way to replenish your account and ensure your account is adequately funded is to use credit card "automatic replenishment". We accept Visa, Mastercard, American Express, or Discover. Automatic replenishment allows your credit card on file to be charged to replenish your account when your prepaid toll balance falls below a predetermined threshold.

Your account will be evaluated to determine the replenishment amount 35 days after being opened and every 90 days thereafter. The replenishment amount will be

based on your average monthly usage over the 90 day period. After each evaluation, your account replenishment will be adjusted to reflect your actual average monthly usage during the period evaluated. You will be notified of any adjustment via your account statement.

If you opt to pay by check or cash, your account will also be evaluated and your suggested replenishment will be adjusted as described above and your threshold (the point when you will see low balance lights in the lane) will be set to 50% of the replenishment amount.

TIP - If a Low Balance light appears in the toll lane, you must make an immediate payment. If you are a credit card customer, call right away for details.

Account Updates - Updating your E-ZPass account with timely and accurate information will ensure your E-ZPass account is current and avoid any lapse in service. Account updates can be done via the web at www.ezpassNY.com, or by contacting customer service at 1-800-333-TOLL (8655) for assistance. Please remember to update your account when:

- ✓ Your credit card information changes
- ✓ You add, delete, or change your vehicles
- ✓ Your address or phone # changes
- ✓ Your email address changes
- ✓ You need an additional Tag or want to replace a Tag that may not be functioning properly
- ✓ You may want to change your replenishment

"E-ZPass Plus" - Not Just Tolls - If your account is replenished by credit card, you are enrolled in E-ZPass Plus. E-ZPass Plus is accepted at JFK International Airport, LaGuardia Airport, Newark Liberty International Airport, Albany International Airport, Syracuse Hancock International Airport, and New York Avenue Garage in Atlantic City. Just obtain a parking ticket on entry as you normally would and upon exit (with your E-ZPass Tag properly mounted), must stop in the lane, either hand the ticket to the cashier or insert it into the slot, and choose E-ZPass Plus when asked for payment method from the cashier.

Parking fees of less than \$20.00 will be deducted from your E-ZPass account prepaid toll balance, while any fee \$20.00 or more will be charged directly to the credit card associated with your E-ZPass account.

Account Statements - At no cost to you, you can receive your E-ZPass account statement monthly by email. Your account must have a valid email address and email statements as your method of choice.

Bi-monthly mail statements are available if you do not choose email statements, at no cost to you. Should you

require monthly paper statements, an annual fee of \$6.00 will be assessed to your account.

Contact Us Right Away - Certain events require a more urgent response to avoid toll violations, fees, or getting stopped in a toll plaza. If any of the following occur, please contact E-ZPass right away:

- ✓ Your E-ZPass Tag is LOST or STOLEN (Note: As per the Terms and Conditions on the back of this Quick Guide, you will be charged a lost Tag fee.)
- ✓ You receive a message regarding your account status which requires immediate attention.
- ✓ You receive a letter from us stating that your credit card declined, your credit card is about to expire, or that your account is in a negative balance or has been revoked.

E-ZPass® New York Service Center

1-800-333-8655

ezpassNY.com

IMPORTANT INFO -- Keep for future reference

Account # _____

Tag # _____

PIN ____ _

PASSWORD (web users) _____

Defective Tags

- ✓ Replaced free of charge
- ✓ Do not deface or abuse Tags or you may be liable for Tag cost

FAQs (Frequently Asked Questions)

- ✓ Available online at ezpassNY.com

Closing your account

- ✓ Mail Tag(s) to:
 E-ZPass
 P.O. Box 149001
 Staten Island, New York 10314-9001
- ✓ Include a signed and dated letter stating that you want to close your account
- ✓ Account is charged for any outstanding Tags
- ✓ Resolve toll violations

These terms and conditions, together with your *E-ZPass* application ("Application"), constitute your *E-ZPass* Agreement ("Agreement"). *E-ZPass* is an electronic toll collection system that allows you to pre-pay charges incurred at *E-ZPass* facilities. New York *E-ZPass* is operated under the auspices of the Triborough Bridge and Tunnel Authority ("TBTA"), the New York State Thruway Authority ("NYSTA"), and the Port Authority of New York and New Jersey ("PANYNJ"). Your *E-ZPass* account ("Account") will be operable on all *E-ZPass* facilities, regardless of location. Your Account will be assigned to one of the above-mentioned New York entities and your Agreement is with that particular entity. Identification of the New York entity to which your Account has been assigned and with which you have your Agreement appears on your *E-ZPass* Tag(s) ("Tag"). Please read these terms and conditions and keep them for your records. When you open your Account and use your *E-ZPass* Tag, you agree as follows:

1) GENERAL

- Failure to comply with this Agreement may result in termination of your Account.
- You may not assign the obligations or benefits of this Agreement.
- Failure to pay charges to your Account may result in penalties as provided by law.
- You must approach and pass through *E-ZPass* toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Account.
- You must comply with all applicable traffic laws, regulations, signs and signals, and the directions of toll collectors and law enforcement officers.

2) TAG USE

- Tag Deposit. Cash or check customers must pay a deposit of \$10 for each Tag. The deposit will be refunded when you close your Account and return the Tag in good condition as determined solely by *E-ZPass*. The Tag deposit is waived for customers authorizing Account replenishment via automatic charge to a credit card.
- You may use the Tag on the vehicle(s) specifically listed on your Application.
- In accordance with section 5 herein, you must surrender a Tag immediately upon request.
- When you use the Tag at any *E-ZPass* facility, you authorize *E-ZPass* to debit your Account for charges incurred.
- If you use the Tag on *E-ZPass* facilities other than New York *E-ZPass* facilities, you are subject to the laws and regulations governing such use.
- You must maintain a sufficient balance in your Account, and may not permit Tag use unless a sufficient balance is maintained.

3) YOUR ACCOUNT

- You must maintain a prepaid amount in your Account to cover applicable charges to your Account. Applicable charges, if any, will be deducted from your Account each time the Tag is used.
- E-ZPass* may deduct from your Account applicable administrative fees incurred pursuant to this Agreement.
- Your Account may be suspended based upon outstanding violations and/or for failure to pay administrative fees.
- No interest will be paid on balances in your Account or on refundable Tag deposits.
- You will receive a periodic statement unless there are no transactions and no financial activity in your Account during the applicable period covered by such statement.
- You will be charged a fee for any request to retrieve a statement previously provided.
- You may, no more than four times per year, suspend the

following monthly use plans for a minimum of one week and extend the monthly period for calculating the minimum commuter trip charge by calling 1-800-333-TOLL (1-800-333-8655): Tappan Zee Bridge Commuter (TZC), Tappan Zee Bridge Carpool Commuter (TZPL), Grand Island Commuter (GIC), New Rochelle Commuter (NRC), Yonkers Commuter (YKC), Harriman Commuter (HAC), Bridge Authority Discount (NYSBA). The first Tag use at the applicable bridge after the minimum one-week period will reactivate the monthly use plan.

- E-ZPass*, in its discretion, may receive updated information about your credit card, including new account numbers and expiration dates, from the financial institution issuing the card.

4) ACCOUNT PRE-PAYMENT

- You must pay a minimum prepaid amount sufficient to pay charges to your Account for a one-month period.
- Your Account will be replenished by your prepaid amount when your Account balance decreases to or below the replenishment point specific to your Account plan. You may choose to replenish your Account in one of the following ways:
 - Authorizing *E-ZPass* to automatically charge your credit card for all charges to your Account.
 - Checks (or Money Orders) made payable to *E-ZPass*. A returned check fee of \$25 will be charged for each check returned to *E-ZPass* unpaid by your bank.
 - Cash payments made at an *E-ZPass* Customer Service Center only in U.S. dollars, or in Canadian dollars at the exchange rate *E-ZPass* may determine.

DO NOT SEND CASH BY MAIL.

- An Account analysis is performed on all new Accounts 35 days from the first Tag use and every 90 days thereafter. If your monthly use is consistently above or below your prepaid amount, *E-ZPass* will adjust your prepaid amount to approximate a one-month level of use.
- If you have chosen to replenish your Account with a credit card, you may be enrolled in the *E-ZPass* Plus program. This Program allows you to use your Tag at authorized *E-ZPass* Plus facilities. If your Tag is used to incur *E-ZPass* Plus charges, then *E-ZPass* may charge your credit card that amount. Such credit card charges may be different from your replenishment amount and charged to your credit card at any time. By participating in *E-ZPass* Plus, you consent to the release of your name and address to *E-ZPass* Plus facility operators for collection purposes. If you choose not to participate in *E-ZPass* Plus, you must notify the *E-ZPass* Customer Service Center.
- Depending on usage or other charges to your Account, there may be more than one replenishment transaction within one statement period.

5) VIOLATIONS

- If you use the Tag when your Account is in a negative balance, suspended or revoked, or after the Tag has been reported lost or stolen, you may: incur administrative fees of up to \$50 per occurrence; be charged the full, undiscounted charge; and/or be asked to surrender the Tag to *E-ZPass* via certified mail or to plaza personnel.
- If you use the Tag in a vehicle other than one of the class for which the Tag is designated, you may incur administrative fees of up to \$50 per occurrence and/or be asked to surrender the Tag to *E-ZPass* via certified mail or to plaza personnel. Such continued misuse may result in revocation of your Account.

6) DISPUTES

You hereby authorize *E-ZPass* to decide in the first instance every question or dispute arising from, under, in connection with or related to this Agreement, including, without limitation, the

imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account. All disputes must be submitted in writing to the *E-ZPass* Customer Service Center within 180 days of notice that a toll, fee, or other charge has been made to your Account. You agree that the mailing or emailing to the address you state on your Application or to an address which you subsequently provide to the *E-ZPass* Customer Service Center constitutes notice to you of the tolls, fees and charges contained therein and of any determination by *E-ZPass* of your submitted dispute.

The imposition of claims against PANYNJ, NYSTA and TBTA arising from, under, in connection with or in any way related to this Agreement including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account, are governed as follows:

- PANYNJ – the provisions of New York State Unconsolidated Laws, Sections 7101 through 7136 and New Jersey Statutes Annotated, Sections 32:1-157 through 32:1-176.
- NYSTA – the provisions of Section 361-b of the New York State Public Authorities Law.
- TBTA – no action shall lie or be maintained unless such action shall be commenced within one year of notice of *E-ZPass*' determination regarding your dispute submitted pursuant to this Agreement.

7) LOST/STOLEN OR NON-OPERATIONAL TAGS

You will not be liable for unauthorized Tag use that occurs after you notify *E-ZPass*, orally or in writing, of loss, theft or possible unauthorized use. However, for the replacement of a lost, stolen, defaced or damaged Tag, you will be charged \$23.00 for interior Tags and \$33.00 for exterior Tags. If the Tag is non-operational for reasons other than abuse or improper use, and the Tag is returned to an *E-ZPass* Customer Service Center, *E-ZPass* will replace it at no charge.

8) DISCLAIMER

You acknowledge that *E-ZPass* and all entities providing *E-ZPass* services have not made, and expressly disclaim any representation or warranty, express or implied relating to the Tag including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that *E-ZPass* and all entities providing *E-ZPass* services will have no obligation or liability whatsoever to you with respect to your use of or the performance of the Tag. You agree to indemnify and hold harmless *E-ZPass* and all entities providing *E-ZPass* services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the Tag.

9) TERMINATION

You may terminate this Agreement at any time by requesting such termination in writing and returning the Tag(s) to *E-ZPass*. Tags should be returned to an *E-ZPass* Customer Service Center in person or by certified mail. Tags remain the property of the entities providing *E-ZPass* services. Upon termination and return of the Tag(s), once all outstanding charges have been deducted from your Account, any remaining balance and Tag(s) deposit will be refunded to you. Such refund will be made in the form of a check or credit to your credit card, depending on the manner in which you have chosen to replenish your Account balance.

10) COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by *E-ZPass* and all entities providing *E-ZPass* services to collect any monies due under the terms of this Agreement.

11) MODIFICATIONS

E-ZPass may change the terms of this Agreement at any time by advance written notice. Such modified terms shall take effect on the date specified therein. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

12) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13) CHANGES

You agree to inform *E-ZPass* of any changes to the information provided by you in your Application, such as:

- Address,
- Vehicle information,
- Credit card account status (i.e., closed account, maximum credit use),
- Expiration date of credit card account, or
- Payment method.

14) NON-DISCLOSURE

E-ZPass respects the privacy of all Account holders. Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of *E-ZPass* and the entities providing *E-ZPass* services.

15) INQUIRIES AND CORRESPONDENCE

Please send all correspondence, payments, Tag returns, or violation inquiries to:

E-ZPass CUSTOMER SERVICE CENTER

APPLICATIONS AND
RETURNED TAGS:
PO Box 149001
Staten Island, NY
10314-9001

VIOLATION PAYMENTS
AND INQUIRIES:
PO Box 15186
Albany, NY
12212-5186

ACCOUNT REPLENISHMENT
PAYMENTS:
PO Box 15185
Albany, NY
12212-5185

CUSTOMER ACCOUNT
CORRESPONDENCE:
PO Box 15187
Albany, NY
12212-5187

16) SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Per Tag deposit (cash and check customers)	\$10.00
Per Tag deposit (credit card customers)	waived
Cost of Tag if defaced, damaged, lost or stolen	Interior \$23.00 Exterior \$33.00
Returned check fee	\$25.00
Monthly statement by mail, annual fee	\$6.00
Duplicate copy of Statement	\$2.00
PANYNJ monthly Account service fee	\$1.00
Account revocation fee	\$25.00
Tag retention fee	\$25.00
Other Tag misuse/violation administrative fees	Up to \$50.00

E-ZPass and the entities providing *E-ZPass* services reserve the right to assess additional fees.

PLEASE RETAIN FOR YOUR RECORDS.