

MARYLAND MOTOR TRUCK ASSOCIATION, INC.
MMTA E-ZPass Business Account Terms and Conditions

These terms and conditions, together with your completed application, constitute your MMTA E-ZPass Agreement. Please read these terms and conditions and keep a copy for your records. When you open your Account, and use the E-ZPass Transponder, you agree to the following:

MMTA Membership

You must be a member of Maryland Motor Truck Association in good standing, a member of an affiliated trucking association, or a participant through BESTPASS, Inc. to participate in the Program.

General Conditions

- a) Failure to comply with this Agreement may result in any or all of the following: unpaid toll transactions, termination of your Account, additional fees, fines, non-renewal or suspension of your motor vehicle registration and referral to a collections agency, as provided by law.
- b) You shall not assign the obligations or benefits of this agreement to anyone else.
- c) You are responsible for maintaining your Account and for monitoring your Account balance and activity.
- d) 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.
- e) You must come to a complete stop at staffed tollbooths and only proceed on a green signal unless otherwise directed, even if your vehicle is equipped with a Transponder.
- f) You shall comply with all applicable traffic laws, regulations, signs, signals, and directions of toll collectors or law enforcement officers.
- g) MMTA may deny or cancel any Application at any time because of outstanding unpaid tolls and fees, or the submission of false information.
- h) You acknowledge and understand that you and your vehicles may be videotaped and/or digitally photographed while you are at any facility that accepts E-ZPass. You expressly understand that the E-ZPass toll agencies monitor the use of the Transponder for the purpose of toll collection, traffic monitoring and detecting violations.
- i) You authorize MMTA to process through your Account, the payment of tolls and fees incurred from the use of toll facilities located in those states that participate in the E-ZPass electronic toll system network.

Your Account

- a) You agree to inform MMTA and/or its partners of any changes to your Account. Failure to keep your Account up-to-date may result in unpaid tolls and additional fees. Information that must be kept current includes, but is not limited to:
 - Name(s) on the Account;
 - Address;
 - Telephone information, including area code;
 - E-mail address (if applicable or available);
 - Vehicle information (license plate number and State); and
 - Payment method, including bank account information if paying via direct debit.
- b) You must maintain a positive Account balance to cover applicable charges to your Account. Applicable tolls will be deducted from your Account each time the Transponder or registered vehicle is used. MMTA may also deduct any applicable fees incurred under this Agreement. Disputes of any charges or fees must be made in writing to MMTA within one hundred twenty (120) days from the date the transaction is posted to your Account. You agree that MMTA's determination with regard to the imposition and calculation of any charges or fees shall be final and binding upon you. If the fee is rescinded by MMTA, your Account will be credited the amount of the rescinded fee.
- c) No interest will be paid on funds held in your Account.
- d) You will be charged a monthly Account maintenance fee, which will be deducted from your prepaid toll balance. This fee will be waived for companies who provide evidence that they are members of a state trucking association.

- e) You will receive a periodic statement unless there were no toll revenue transactions, and there was no financial activity, in the Account during the applicable period.
- f) You agree that a mailing or e-mailing to the address on your Application or to an address that you subsequently provide to MMTA constitutes notice to you of the tolls, fees or charges owed, and of any determination by MMTA of any submitted dispute.

Account Agreement Modifications

MMTA may change the terms of this Agreement at any time by advance notice. You agree to the new terms when you use any Transponder after the effective date of the new terms and conditions. If you do not agree to accept the new terms and conditions you must close your Account prior to the effective date of the new terms and conditions. The invalidity of any of the terms and conditions of this Agreement shall not affect the enforceability of any other terms and conditions of this Agreement, which shall remain in full force and effect. You agree to inform MMTA of any changes to the information provided by you in your MMTA E-ZPass application, including but not limited to: change of address; change in vehicle information; change in direct debit status; and change in payment method.

About Your Transponders

- a) You agree to correctly mount, display and use the Transponder in accordance with the instructions provided. Do not mount the Transponder in any location that could interfere with your visibility or ability to operate your vehicle. Failure to mount the Transponder correctly may hinder toll collection and may subject you to a fee, forfeiture of the Transponder, and/or Account closure.
- b) A nonrefundable fee will be charged for each Transponder issued to your Account.
- c) A defective Transponder may be replaced with a similar unit within the warranty period if the Transponder has not been damaged, defaced, written on, or improperly used as determined by MMTA. However, if MMTA determines the Transponder has been damaged, defaced, or improperly used, a nonrefundable fee will be charged for a replacement. The warranty period begins on the date of issuance of the Transponder to the first owner and is based on the Transponder's model.
- d) You may use your Transponder(s) only on the vehicle(s) specifically registered on your Account.
- e) You must surrender the Transponder immediately upon request by E-ZPass personnel or law enforcement officers and in accordance with the section entitled "Unpaid Toll Transactions."
- f) When you use the Transponder at any E-ZPass toll facility, you authorize MMTA to debit your Account for such use.
- g) You are subject to the laws and regulations governing such use when you use the Transponder at any E-ZPass facility, including those facilities outside of Maryland.
- h) Transactions in which the Transponder is not read may result in a higher toll rate being deducted from your Account.
- i) If your Transponder is lost or stolen, you will not be liable for Transponder use that occurs after you notify MMTA, in writing, of the loss or theft of your Transponder. If a replacement Transponder is requested, a nonrefundable fee will be charged for the replacement.
- j) If you no longer wish to use a Transponder issued to your Account, you may return the Transponder to MMTA for disposal; however, no refund will be given for the Transponder. If you are returning your Transponder and closing your Account, refer to the Termination section of this agreement for closure instructions.

Account Payments and Replenishment

- a) You must pay a minimum advance toll payment or replenishment amount, which is a prepayment to your Account to pay Account charges for a one-month period.
- b) MMTA may perform an Account analysis on all new accounts after 35 days and every 90 days thereafter. If your monthly use is consistently above or below your current monthly payment, MMTA may adjust your minimum payment to approximate one month's level of actual use; however, in no instances will a company's minimum payment drop below \$100.
- c) You may have more than one replenishment transaction within a one-month period based upon your usage.
- d) A returned check fee will be charged for each check or rejected direct debit returned as unpaid to MMTA by your bank.
- e) You must replenish your Account when your advance toll payment decreases to or falls below the minimum required replenishment point. You may replenish your Account in one of the following ways:
 - By direct debit. In order to take advantage of the direct debit option, you will need to complete and sign a separate Authorization for Automated Debits (and Credits) form.
 - By making cash payments in US dollars at MMTA's offices. Do not send cash by mail.
 - By mailing checks (or money orders) made payable to Maryland Motor Truck Association, Inc.

YOUR APPLICATION AND PAYMENTS SHOULD BE MAILED TO:

**MARYLAND MOTOR TRUCK ASSOCIATION, INC.
3000 WASHINGTON BOULEVARD
BALTIMORE, MD 21230**

Discount Plans

As an MMTA E-ZPass Business Account holder your vehicles with five (5) or more axles may qualify for the post-usage discount plan and the supplemental rebate plan. To qualify, your Account must be opened in Maryland.

- a) The post-usage discount plan is Account specific and is based on all Transponders used on the Account at eligible facilities in Maryland only. Tolls incurred at facilities outside of Maryland do not qualify for the post-usage discount plan. The cycle for post-usage discounts is 30 days. Discounts are credited to accounts 60 days after completion of the cycle, at the following rates:
 - \$0 to \$149 of toll usage - 2 percent discount
 - \$150 to \$1,999 of toll usage - 12 percent discount
 - \$2,000 to \$7,499 of toll usage - 17 percent discount
 - \$7,500 or more - 20 percent discount
- b) The supplemental rebate plan is Transponder specific and is based on the number of trips used by a single Transponder at eligible facilities in Maryland. A 5% discount will be offered will be offered for a single Transponder that makes 60 or more trips in a 30-day cycle. A 10% discount will be offered will be offered for a single Transponder that makes 80 or more trips in a 30-day cycle. A 15% discount will be offered will be offered for a single Transponder that makes 100 or more trips in a 30-day cycle.
- c) Calculation of discounts is based on usage by vehicles with five or more axles on Maryland toll roads only (excluding the Intercounty Connector) and does not include any applicable fees that may have been deducted from your Account during the calculation period.
- d) MMTA reserves the right to modify the discount rates. You will be notified of any scheduled change in the discount rate. You may reject the change by terminating your Account in accordance with these Terms and Conditions. If you utilize any Transponder after the effective date of the change, you will signify your agreement to the change as notified.

Unpaid Toll Transactions

- a) Unpaid toll transactions will occur:
 - If you use your Transponder when your Account is in a negative balance, is closed, suspended or revoked;

- When the Transponder is used after it has been reported lost or stolen; or
- When the Transponder is not read for any reason, including improper mounting to your vehicle, or is used in a vehicle that is not listed on your Account.
- b) Unpaid toll transactions:
 - Will be sent by mail to the registered owner of the vehicle on a Notice of Tolls Due.
 - Will be charged to the registered owner of the vehicle;
 - Will be charged the video toll rate for the vehicle class for each unpaid toll transaction;
 - May incur administrative fees for each unpaid toll transaction;
 - May be assessed civil penalties allowed by law for each unpaid toll transaction;
 - May result in suspension or termination of your Account, at which time you will be required to stop using the Transponder(s) and should begin paying cash for your toll usage;
 - May result in the Motor Vehicle Administration to not renew or suspend the vehicle registration for non-payment or chronic unpaid toll transactions; and
 - May result in your Account being referred to a collections agency.
- c) Unpaid tolls and any additional fees may be deducted directly from your Account by MMTA.
- d) You may only contest the imposition of administrative fees in writing to MMTA. You agree that MMTA's determination with regard to the imposition and calculation of administrative fees shall be final and binding upon you. If the fee is rescinded by MMTA, your Account will be credited the amount of the rescinded fee.

Disputes

You hereby authorize MMTA 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 Transponder or Account.

Termination

- a) You may terminate this Agreement at any time. In order to terminate this Agreement and close your Account, you may:
 - Send a written request to MMTA or its partners stating your intent to close your Account and terminate this Agreement.
 - Visit MMTA and request to close your Account and terminate this Agreement; or
 - Contact MMTA (410-644-4600) or its partners (888-410-9696) and request to close your Account and terminate this Agreement.
- b) Additionally, you must:
 1. Pay all amounts owed to MMTA, including:
 - Pending toll transactions;
 - Unused discount plan activity;
 - Negative Account balance;
 - Unpaid tolls and additional fees; and
 - Other Account related fees, as applicable.
 2. Stop using your Account as it is no longer valid for any toll activity throughout the entire E-ZPass system.
- c) If the financial settlement results in a positive Account balance, a refund will be issued. If a negative Account balance results, a letter showing the balance due will be sent to you for payment. Discount plans are not eligible for refunds. Refunds are sent sixty (60) days after Account termination.
- d) MMTA may terminate this Agreement and close your Account at any time and for any reason, including inactivity.
- e) MMTA expressly reserves the right to terminate this Program at any time. If and when MMTA ever terminates the Program, you will be notified of the termination, and you will be provided with a final accounting of your Account, along with verification of any net amount you owe to MMTA, or balance which MMTA owes to you.
- f) Your Transponder contains a lithium battery. You are responsible for consulting federal, state and local waste regulations to determine appropriate disposal options.

Governing Law

This Agreement, and any disputes arising under it, shall be governed by and construed in accordance with the laws of the State of Maryland

Collection of Expenses

You agree to pay all expenses, including attorneys' fees, incurred by MMTA in the enforcement of any of its rights pursuant to this Agreement, including but not limited to the collection of any funds due under the Agreement.

Non-Disclosure

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

Disclaimer

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

Invalid/Unenforceable Provision

If any section, part, or provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, this Agreement shall be void only as to such section, part or provision, and the Agreement shall otherwise remain in effect and binding between you and MMTA.

Non-Waiver

The failure of MMTA at any time to enforce any provision of this Agreement, or to exercise any option provided, or to require performance of any provision, shall in no way be construed to be a waiver of any such

provisions, nor in any way to affect the validity of this Agreement, nor to affect MMTA's right thereafter to enforce each and every provision of this Agreement.

Neutral Interpretation

You and MMTA acknowledge having had the opportunity to be represented or advised by independent counsel of your/its own selection throughout all negotiations preceding execution of this Agreement and any addendums to it. Therefore, the terms of this Agreement, and any addendums to it, shall be given a neutral interpretation, and any ambiguities or uncertainty in the Agreement, or any addendum to it, shall not be construed for or against you or MMTA.

Venue

You and MMTA agree that, with regard to any dispute or interpretation arising out of or pursuant to this Agreement, shall be the subject of a lawsuit filed in Baltimore County, Maryland.

Notices and Correspondence

ALL NOTICES, CORRESPONDENCE, AND TRANSPONDER RETURNS, INCLUDING YOUR ACCOUNT APPLICATION AND PAYMENT MUST BE SENT TO:

**Maryland Motor Truck Association, Inc.
3000 Washington Blvd.
Baltimore, MD 21230**

Schedule of Fees

Nonrefundable Transponder fee:

- 1. Interior Windshield Transponders: \$9.00 each.
- 2. Interior Fusion Transponders: \$40.00 each.
- 3. Exterior License Plate Transponders: \$9.00 each.
- 4. Exterior Roof Mount Transponder: \$33.00 each.

Monthly Account maintenance fee: \$1.50

Returned check fee: \$25.00

Administrative fee: \$25.00

Civil penalty: \$50.00

All fees are subject to change without notice.

IMPORTANT: READ THE ABOVE TERMS AND CONDITIONS BEFORE SIGNING.

I hereby certify that I have read, understood, and agreed to be bound by the foregoing Terms and Conditions for my MMTA E-ZPass Account. I further represent that I am authorized to execute these Terms and Conditions on behalf of the company named in Part 1 of my Business Account Application.

Authorized Signature Required

Title

Date

Printed Name of Person Authorized to Sign

Questions? Call 1-888-410-9696