

# TollsRUs® Customer Agreement

Customers should visit the TollsRUs® website periodically to view any updates that have been made to the TollsRUs® Customer Agreement since July 2014.

This TollsRUs® Customer Agreement (hereafter referred to as "Agreement") is entered into between you (hereafter referred to as "User") and TollsRUs® (hereafter referred to as "the Service"), regarding the use of the TollsRUs® Toll Program (hereafter referred to as "TollsRUs®") on toll roads and bridges within the United States. This agreement governs User's TollsRUs® account (hereafter referred to as "User's Account").

Use of the the Service by User shall be acknowledgment and acceptance by User of the terms and conditions of this Agreement. The Service may alter, amend, or otherwise change the terms and conditions of this Agreement at any time. Alterations, amendments or other changes will be posted in the Customer Agreement section online at [www.TollsRUs®.com](http://www.TollsRUs®.com). User is responsible for keeping current: User's address, contact information, vehicle and license plate information, mobile phone information, credit card details and any and all TollsRUs® Account information. For your convenience, updates may be made by logging onto your User account at [www.TollsRUs®.com](http://www.TollsRUs®.com).

If User does not accept the terms and conditions of this Agreement, or any future alterations, amendments or other changes to the terms and conditions of the Agreement by the Service, User shall notify the TollsRUs®. The terms for voluntary or involuntary closure of a User's Account will be applied in accordance with Section 8 of this agreement.

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## Section 1. Intent of the TollsRUs® Service.

**1.1** The intent of TollsRUs® is to provide a safe nationwide road system, reduce traffic congestion and air pollution by providing efficient and convenient electronic payment. Users may pay tolls and/or other services electronically by using the Service at any location where TollsRUs® is accepted for payment. One or more phones may be activated by establishing an Account. The Account balance must be kept in good standing to avoid interruptions in electronic payment. TollsRUs® is a privilege and not a right.

**1.2** User must notify TollsRUs® of any change in vehicle(s) and/or vehicle registration and/or license plate(s) and/or mobile phone(s) prior to using any toll facility. Failure to update this information may result in a toll violation resulting in the User and/or the owner of the vehicle used on the toll facility being held responsible and liable for any Uniform Traffic Citation issued as a result of User's failure to update this information.

**1.3** User shall notify a TollsRUs® within twenty (20) days of any change of mailing address pursuant.

**1.4** User and/or the owner of the vehicle used on the toll facility is responsible and liable for any Uniform Traffic Citation issued as a result of User's mobile phone not being operational. User shall not use this Agreement as a defense to a toll violation if the mobile phone is not read. Defective mobile phones, malfunctioning mobile phones and weak or dead batteries do not relieve the User and/or the owner of the motor vehicle involved in an unpaid toll from liability.

**1.5** User is responsible for all tolls. User and/or the owner of the vehicle is responsible and liable for any Uniform Traffic Citation issued.

**1.6** User's failure to inform TollsRUs® of the current registration(s) and/or license plate number(s) on the vehicle prior to using the toll facility will result in a breach of this Agreement and may result in the issuance of a Uniform Traffic Citation, in addition to the remedies under contract law and this Agreement.

## Section 2. TollsRUs® License.

The User shall be responsible for each mobile phone used under this and/or subsequent Agreements and all amendments to such Agreements. The mobile phone(s) may be used on designated TollsRUs® roads; User is responsible for any toll payments, toll violations, or payments for any other services. Failure to collect payment electronically, even though User has a mobile phone, shall not release User of payment responsibility.

## Section 3. Privacy Policy.

**3.1** The TollsRUs® Service respects the privacy of all account holders. The Service does not sell or share its customer list with outside marketers. In addition, Account information is exempt from disclosure under US public records law, and can be obtained by persons outside of the Service or authorized law enforcement agencies only by a lawfully issued subpoena or court order.

**3.2** User acknowledges and agrees that the Service may use the mobile phone(s), or may authorize any other governmental agencies to use the mobile phone(s) to collect anonymous traffic, travel, or other statistical

information. The Service will not permit the use of, or assist any entity to use this data in a way that associates User's personal identifying information with the anonymous information obtained.

## **Section 4. TollsRUs® Services.**

The Service may extend available services provided to its Users by entering into reciprocal agreements with other agencies and private entities. User must be designated as TollsRUs® in order to use these extended services. By using their mobile phone(s) for electronic payment, User accepts responsibility for all charges paid. User agrees to pay any costs incurred by the Service, including collection costs, court costs and attorney's fees required to enforce the terms and conditions of TollsRUs® and the collection of monies in connection with the use of mobile phone(s) contained in User's Account.

## **Section 5. TollsRUs® and Mobile Phone Usage.**

**5.1** Unless otherwise directed by the Service, User agrees to properly use the mobile phone, as explained in the TollsRUs® web site, during all toll road travel and/or other available services. Not properly operating the mobile phone may result in the User's mobile phone being denied for electronic payment, resulting in unpaid tolls. Unpaid tolls may result in the issuance of a Uniform Traffic Citation.

**5.2** User agrees to comply with all applicable traffic laws of the United States and the rules and regulations of the Image Service while using toll roads and bridges.

**5.3** When using a toll road at a point of exit, and no point of entry was registered on the mobile phone, User accepts that the Service will assume the entry point based on the User's travel pattern(s) and calculate the toll charge accordingly, up to and including the maximum toll amount for the toll system.

**5.4** Under no circumstance may a mobile phone be used in a vehicle that has not been registered as an authorized vehicle for the User's Account. The vehicle and its unique license plate must be associated to the User's account information. A vehicle may not be listed on more than one Account.

**5.5** Failure to pay a toll is a violation, which may result in the issuance of a Uniform Traffic Citation. The Image Service takes a photograph of the vehicles that do not pay the required toll.

**5.6** Users paying cash while a TollsRUs® Mobile phone is used in the vehicle may be double charged/double billed. TollsRUs® will not credit your account for duplicate activity when paying with cash unless valid cash receipts are provided to TollsRUs® within 90 days of the original transaction. The amount of the credit will be at the TollsRUs® toll rate.

**5.7** User shall not, under any circumstances, authorize another person to use his or her mobile phone, unless User has previously added to his or her User's Account the vehicle and license plate information for each vehicle authorized by User to use the Mobile phone. User is responsible for any and all transactions incurred by User's Mobile phone in the event someone other than User uses a toll facility with User's Mobile phone.

**5.8** User agrees that User shall not, and shall not attempt to, reverse engineer or otherwise attempt to alter or tamper with the mechanical or electrical operation of the Mobile phone, or otherwise attempt to use the Mobile phone or other equipment in order to avoid payment of tolls or fees.

## **Section 6. Vehicle and Non-Semi Trailer Information (e.g. Boat, Camper, Utility, etc.).**

**6.1** All vehicles in which the User intends to use a Mobile phone must be listed within the account, but a vehicle license plate may only be actively subscribed to one account at a time. The year, make, model and color of the vehicle as well as the license plate number and issuing state must be provided and updated as changes occur. For convenience, vehicle information may be updated on [www.TollsRUs.com](http://www.TollsRUs.com). User accepts there may be occurrences when a Mobile phone is not identified even though it is present in the vehicle. In cases where a Mobile phone is not identified but the vehicle license plate is recorded, TollsRUs® reserves the right to add the vehicle license plate and issuing state to the User's account. TollsRUs® will not exercise this right unless a confident match can be made between the registered owner of vehicle for the license plate and the customer information on the User's account. If adding a license plate for a rental vehicle, User must specify the period of time the rental vehicle's license plate shall be subscribed to the account. Failing to specify the correct subscription period may result in activity being recorded and appropriate tolls will be charged against User's Account after the rental vehicle has been returned.

**6.2** All Non-Semi trailers (e.g. Boat, Camper, Utility, etc.) pulled by vehicles in which the User intends to use a Mobile phone must be listed within the account, but a trailer license plate may only be actively subscribed to one account at a time. The license plate number and issuing state must be provided and updated as changes occur. For convenience, this information may be updated on [www.TollsRUs.com](http://www.TollsRUs.com). User accepts there may be occurrences when a Mobile phone is not identified even though it is present in the vehicle pulling the trailer. In cases where a Mobile phone is not identified but the trailer license plate is recorded, TollsRUs® reserves the right to add the trailer license plate and issuing state to the User's account. TollsRUs® will not exercise this right unless a confident match can be made between the registered owner of the trailer for the license plate and the customer information on the User's account. If adding a license plate for a rental trailer, User must specify the period of time the rental trailer's license plate shall be subscribed to the account. Failing to specify the correct

subscription period may result in activity being recorded and appropriate tolls will be charged against User's Account after the rental trailer has been returned.

## **Section 7. User's Account.**

User is responsible for payment of all tolls plus a service charge. User is responsible for maintaining a working Mobile phone at all times. If the Mobile phone is not read by the receiver in the electronic toll collection lane for any reason, including but not limited to low batteries, dead batteries or other Mobile phone malfunction, User will be subject to the issuance of a Uniform Traffic Citation. User will be liable for payment of the unpaid toll along with fines, court costs and other penalties which may include points on User's driving record which may result in the suspension of User's driver license or vehicle registration. User accepts responsibility to pay all tolls plus service charges incurred.

**7.1** User authorizes TollsRUs® to deduct the following charges from the User's Account:

**7.1.1** User accepts that all charges paid electronically using their Mobile phone(s) will be deducted from the User's Account. Where charges are paid using traditional payment methods and User's Mobile phone is also in the vehicle resulting in the same charges being paid electronically, the User must produce valid receipt(s) for any payments for tolls made in order to have the electronically paid charges reversed. The receipt(s) must be received by TollsRUs® within 90 days of the transaction.

**7.1.2** Monthly Personal Account Statement Charge: A deduction will be made from User's Account for each monthly summary or detailed statement of User's Account delivered by mail. Statement prices are listed at [www.TollsRUs.com](http://www.TollsRUs.com). Statements printed directly from the website are free of charge.

**7.1.3** Monthly Detailed Commercial Account Statement Charge: A deduction will be made from User's Account for each detailed monthly statement requested by User of a Commercial Account delivered by mail. Statement prices are listed at [www.TollsRUs.com](http://www.TollsRUs.com). Statements printed directly from the website are free of charge.

**7.1.4** In cases where the Mobile phone is not read and an image of the vehicle's/non-semi trailer's (e.g. Boat, Camper, Utility, etc.) license plate is recorded, and the plate is listed on the User's Account, any unpaid charges may still be paid electronically using the vehicle's/trailer's license plate number, hereinafter called an "Image Toll" or "I-Toll". If in any given month the User's Account records more than ten (10) I-Toll transactions per license plate, a service charge may be assessed. User accepts that vehicle license plate recording may not be available at all locations where TollsRUs® is accepted for electronic payment. Where vehicle license plate recording is not available, Image Tolls will not be processed. The Image Toll process does not prevent law enforcement officers from issuing citations for observed toll violations.

**7.1.5** Full account information and services will be provided to Users with registered User's Accounts only. An account is considered registered when the User has provided full contact information, including but not limited to: Name, Address, Telephone number, User Name, Password (User Name and Password applies to online registration only), PIN, Vehicle License Plate(s), and Driver's License Number.

**7.1.6** TollsRUs® makes every effort to ensure charges are accurately recorded, User accepts that miscalculations in account balances may occur. In such cases, TollsRUs® maintains the right to make adjustments, without notice, where evidence can be provided that the adjustment is appropriate. Such adjustments will be presented in detail or summary on the User's Account Detailed Activity Statement or Account Summary Statement respectively.

**7.2** User accepts and agrees that no interest shall ever be paid nor due to User on User's at any time.

**7.3** TollsRUs® reserves the right to limit the availability of historical User's Account Activity. The period of availability, either on-line or upon request from TollsRUs®, shall not exceed 24 months.

## **Section 8. Voluntary or Involuntary Termination of User's Mobile phone.**

If User's Mobile phone is terminated, either voluntarily or involuntarily, User shall immediately: Cease using the Mobile phone for electronic toll payment; and discontinue traveling on designated TollsRUs® Lanes and other TollsRUs® enabled lanes or other venues that accept Mobile phones for electronic payment. Using Mobile phone while terminated may subject the User to toll violations and issuance of Uniform Traffic Citations. All activity incurred during terminated status will be charged to the account at the toll rate charged to customers paying by cash at that particular location. No credits will be issued upon reactivating a terminated Mobile phone(s).

**8.1** Voluntary or Involuntary Closure of User's Account: If User's Account is closed, either voluntarily or involuntarily, all Mobile phones listed on the User's Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Mobile phone(s) detailed in Section 8 of this agreement. TollsRUs® may prohibit User to open subsequent account(s) if any previous account has been closed involuntarily. If the User's Account has been dormant for two years, the account will automatically be closed and the terms for account closure will be applied. Toll credits issued as part of a rebate are non-refundable.

**8.2** Termination of User's Account: TollsRUs® may terminate User's Account at any time for any reason. Where a User's Account has been terminated, all Mobile phones listed on the Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Mobile phone(s) detailed in Section 8 of this Agreement. In lieu of account termination, TollsRUs® may allow User to retain the account, provided any outstanding balance is paid in full. Using Mobile phone while terminated may subject the User to toll violations and issuance of Uniform Traffic Citations. All activity incurred during a terminated status will be charged to the account at the toll rate charged to customers paying by cash at that particular location. No credits will be issued upon reactivating a terminated Mobile phone.

## **Section 9. Lost or Stolen Mobile phone.**

In the event the User's Mobile phone is lost or stolen, User shall immediately notify the TollsRUs®. All charges paid electronically using a lost or stolen Mobile phone will continue to be reflected on the User's Account until notification of the loss or theft is reported to TollsRUs®. The User's Mobile phone status will be modified upon receipt by TollsRUs® of User's notification of the loss or theft. The User will not be held responsible for future activity on the lost or stolen Mobile phone after notification is received by the TollsRUs® unless the vehicle that went through the toll facility had a license plate registered to the User's name and this license plate was listed in the User's Account. Authorized or unauthorized use of the Mobile phone in any vehicle registered to the User shall be chargeable to the User's Account until notification is made to TollsRUs® in accordance with this Agreement. If a Mobile phone previously reported Lost/Stolen is reactivated, any unpaid charges captured while in a lost or stolen status will be applied towards that User's Account if TollsRUs® determines the usage was the result of the User's vehicle incurring the charges.

## **Section 10. Malfunctioning Mobile phone.**

**10.1** In the event of failure or malfunction of your Mobile phone, User must immediately discontinue use of the Mobile phone and contact TollsRUs®. Where failure or malfunction occurs, Mobile phone shall be terminated and the terms for voluntary or involuntary termination of User's Mobile phone(s) detailed in Section 8 of this Agreement shall apply. User is responsible for any and all unpaid tolls and/or Uniform Traffic Citations issued as a result of any attempt to use a malfunctioning and/or defective mobile phone to pay tolls.

**10.2** In the event of failure or malfunction of User's Mobile phone, User must immediately discontinue use of the Mobile phone and contact the TollsRUs®. Where failure or malfunction occurs, Mobile phone shall be terminated and the terms for voluntary or involuntary termination of User's Mobile phone(s) detailed in Section 8 of this Agreement shall apply.

## **Section 11. Dispute of Charges.**

TollsRUs® must be notified of any disputes of charges appearing on User's Account within 60 days of the charge being posted. All disputes are subject to review and approval by TollsRUs® and may require additional documentation or evidence from the User.

## **Section 12. Miscellaneous:**

**12.1** User releases TollsRUs®, its officers, employees, or agents (collectively "TollsRUs®"), from all loss, damage, or injury whatsoever from the use or performance of TollsRUs® and the Mobile phone. TollsRUs® shall not have any obligation or liability to the User with respect to the use or the performance of TollsRUs® or the Mobile phone. The only relief available to the User shall be replacement by TollsRUs® of any defective or malfunctioning Mobile phone in accordance with Section 13 of this Agreement. User agrees to indemnify, protect, and hold harmless TollsRUs® from liability for all loss, damage, or injury to persons or property arising from TollsRUs® and/or the Mobile phone.

**12.2** It is expressly understood and agreed that TollsRUs®, with verbal or written authorization from User, may make charges against User's credit or debit card. User expressly understands and accepts TollsRUs® shall not be liable to User for any financial costs resulting from these actions. Additionally, TollsRUs® shall not be liable for:

**12.2.1** Any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenues, profits, or savings.

**12.2.2** Claims, demands, or actions against User by any person, corporation, or other legal entity resulting from the use of the Mobile phone(s), credit report inquiry, check authorization, and/or charging against User's credit card.

**12.3** User accepts responsibility of all costs, including, but not limited to the associated costs and ramifications of a conviction related to a Uniform Traffic Citation, collection fees, attorney's fees, and court costs incurred by TollsRUs® in the enforcement of the terms and conditions of this Agreement.

**12.4** If for any reason User's Account balance is insufficient for tolls or any other charges due or owing to TollsRUs®, User shall remain liable to TollsRUs® for such insufficiencies and all applicable charges.

**12.5** Unpaid balances due to TollsRUs® may be turned over to a collection agency for enforcement and collection activities.

**12.6** Should User be the subject of any Bankruptcy proceeding under the Bankruptcy Act or become insolvent, TollsRUs® shall have the right to terminate User's Account and services provided. User shall remain and be liable for the payment of all unpaid charges hereunder exclusive of any other remedy provided herein or by law.

**12.7** This Agreement shall be binding upon and inure to the benefit of User and User's successors and TollsRUs® and its successors and assigns. User shall not be permitted to assign the obligations or benefits of this Agreement without the consent of TollsRUs®.

**12.8** User accepts that User's retaining, using, or permitting others to use the Mobile phone shall there by constitute acknowledgment of and acceptance of the terms and conditions of this Agreement.

**12.9** User accepts that when allowing others to retain or use User's Mobile phone, User accepts responsibility to

pay the tolls and applicable charges of such permitted use and the obligations of this Agreement shall fully bind and be applicable to User as if User had incurred the tolls and charges.

**12.10** The invalidity of any portion of this Agreement shall not affect any other portion of this Agreement, which shall remain in full force and effect.

**12.11** User shall immediately inform TollsRUs® of any changes to the information contained in the TollsRUs® Account records, including credit card number and expiration date, payment method, name or address changes, Mobile phone ownership changes, and vehicular information changes (make/model, license plate information) for all vehicles in which the Mobile phone is used.

**12.12** TollsRUs® reserves the right to reject any TollsRUs® application or online sign up.

**12.13** TollsRUs® reserves the right to offset amounts owed to TollsRUs® for usage of TollsRUs®/Mobile phone from funds in User's Account.

**12.14** User accepts that by providing User's e-mail address, information may be received from TollsRUs®, its consultants, agents or employees via e-mail only. User's e-mail address will not be shared with or sold to outside parties.

**12.15** Questions regarding User's Account or transactions charged to User's Account should be directed to the TollsRUs® web site [www.Tollsrus.com](http://www.Tollsrus.com).

**12.16** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Ohio. Other than Uniform Traffic Citations issued, any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Ohio in Hamilton County or the United States District Court in Cincinnati, Ohio. The forum for Uniform Traffic Citations shall be in the traffic and/or county court for the county where the alleged toll violation occurred.