

These terms and conditions, together with your application for a business account, constitute your NHDOT E-ZPass Agreement. Please read these terms and conditions and keep them for your records. When you open your account and your transponder is used, you agree as follows:

1 TERMS

Failure to comply with this Agreement may result in suspension, revocation, or termination of your E-ZPass account. Failure to pay tolls may result in additional penalties provided by law, including termination of your account and potential suspension of your vehicle registration in the State of New Hampshire.

2 TRANSPONDER USE

- You may use your transponder(s) on the vehicle(s) you specifically listed on your application for E-ZPass use.
- You must approach and pass through an E-ZPass lane at the posted speed limit. Failure to obey the posted speed limit may result in suspension of your E-ZPass transponder.
- You must comply with all applicable traffic laws, regulations, signs, signals, and directions of Toll Collectors or Law Enforcement Officials.
- You may not assign or transfer the obligations or benefits of this agreement.
- You must surrender your E-ZPass transponder(s) immediately upon request.
- The application establishes your E-ZPass account. When you use your transponder at any E-ZPass facility, you authorize us to debit your E-ZPass account for such use.
- If you use E-ZPass at facilities in other states, you are subject to the laws and regulations governing such use.
- You agree to affix your transponder(s) to your vehicle(s) in accordance with the instructions provided in the E-ZPass Customer Reference Guide.
- You agree to provide and update as necessary, all vehicle registration information, especially your license plate number and plate type as found on your NH, ME, MA, CT, VT, NY, and RI vehicle registration form, that your transponder will be utilized in.

3 YOUR ACCOUNT

Your NHDOT E-ZPass Account consists of a Prepaid Toll deposit and a Transponder Purchase as follows:

- Prepaid Tolls.** You must maintain a Prepaid Toll amount with us to cover applicable toll charges. Tolls are deducted from your account each time your transponder is used. We may also deduct applicable administrative fees incurred under this agreement.
- Transponder Purchase.** At the time you establish your E-ZPass business account, you must purchase your E-ZPass transponders at the following rates:
Interior Transponder - \$6.90 External Transponder - \$15.00
- Transponder Leasing.** Customers who select the option to fund their E-ZPass account through automatic replenishment by credit card have the option to lease an E-ZPass transponder. A monthly transponder leasing fee of \$0.50 will be charged to the account on the anniversary date of account opening until the transponder is returned in good condition to the E-ZPass service center. In the event the method of replenishment is converted from credit card to cash a \$10.00 transponder deposit will be deducted from the pre-paid account balance until such time as a credit card is added back to the account or the transponder is returned in good condition to the E-ZPass service center. The E-ZPass account will be charged the full price of the transponder as shown in the SCHEDULE OF DEPOSIT/ ADMINISTRATIVE FEES in the event the transponder is reported lost or stolen or returned damaged to the service center.
- Account Balances.** No interest will be paid on cash balances in your account.
- Account Inactivity.** If there are no financial transactions, tolls or payments, made to your E-ZPass account for a period of eighteen months, you will be notified in writing and requested to close your E-ZPass account. Once account inactivity, as defined above, reaches twenty-four months, NHDOT will automatically close your E-ZPass account and refund your prepaid toll balance in accordance with the terms of this agreement. You will be requested to return your transponder(s) to the Customer Service Center for proper disposal.
- E-ZPass Plus.** E-ZPass Plus allows you to pay for non-toll transactions, such as parking, with your E-ZPass transponder. You must use credit card replenishment as your payment option to be enrolled in E-ZPass Plus. See the NHDOT E-ZPass Website for more details.
 - Payment for E-ZPass Plus transactions under \$20.00 will be debited from your account balance.
 - Payment for E-ZPass Plus transactions \$20.00 and over will be charged immediately to the credit card on your account.
 - Contested E-ZPass Plus transactions must be submitted to the facility operator and not NHDOT.
 - If your payment type changes from credit card replenishment to cash/check at any time, your transponders will cease to function at E-ZPass Plus participating facilities.

4 ACCOUNT STATUS

You will receive a periodic statement unless there were no toll revenue transactions and no financial activity on the account during the applicable period. During the first year of your enrollment in E-ZPass you will receive four (4) quarterly statements at no charge. Starting in year 2, you may elect to receive monthly paper statements mailed at a charge of \$2.00 per month or CD statements at a charge of \$3.00 per month. At any time you have the option to stop receiving statements by mail and/or convert to e-mail statements which are at no charge.

5 METHOD OF PRE-PAYMENT

- You must pay a minimum Prepaid Toll Amount sufficient to pay tolls for a six-week period. The minimum deposit is \$40.00 per transponder.
- An account analysis is performed on all new accounts 35 days from the first use of tolls and every 90 days thereafter. If your regular use is consistently below your current six-week payment, we will adjust your minimum payment to approximate a six-week's level of actual use (Minimum payment cannot fall below \$40.00 per transponder for each transponder on the account). A Replenishment Level Change Notification will be sent whenever the replenishment level is adjusted, resulting in an increased Prepaid Toll payment.
- Account Replenishment must occur when your Prepaid Toll amount decreases to or below the replenishment point. You can replenish your account in one of the following ways:
 - You can authorize us to replenish your Prepaid Toll amount by automatically charging your credit card or ACH.
 - Check or Money Orders made payable to NHDOT E-ZPass.
 - Pay by cash at any one of the Walk-In Services Centers operated by NHDOT E-ZPass.

DO NOT SEND CASH BY MAIL.

d) The E-ZPass Plus program allows you to use your transponder at authorized E-ZPass Plus facilities. If your transponder is used to incur E-ZPass Plus charges, then E-ZPass will charge your credit card directly for transactions \$20.00 and over. Such credit card charges may be different from your

replenishment amount. 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 wish to be enrolled please login to your account, select the E-ZPass Plus tab and choose Opt-In or call 1-877-643-9727 to speak to an E-ZPass Customer Service Representative.

6 NON-PAYMENT/TRANSPONDER MISUSE/ADMINISTRATIVE FEES

You authorize E-ZPass to charge your account an administrative fee as follows:

- If you use your transponder when your account is in a negative balance, suspended, or revoked, or if your transponder has been reported lost or stolen, you may incur a processing fee at NH toll facilities. Refer to the Invoicing/Violations FAQs at www.ezpassnh.com/faqs for the current fee schedule.
- If you attempt to use a transponder without properly attaching it to your vehicle, you may incur a processing fee at NH toll facilities. Refer to the Invoicing/Violations FAQs at www.ezpassnh.com/faqs for the current fee schedule.
- Administrative fees may be billed directly to your account. You may only contest the imposition of said administrative fees in writing to the E-ZPass Customer Service Center. If the fee is rescinded your account will be credited the amount of the rescinded fee.

7 LOST/STOLEN, DEFECTIVE, OR ALTERED TRANSPONDERS

You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, within ten days of loss, theft, or possible unauthorized use. Defective Transponders(s): If your E-ZPass transponder(s) is non-operational for reasons other than abuse or improper use, and the Transponder(s) is returned to us, we will replace it at no charge to you if it is within the first five years the transponder has been assigned to your account. Account holders are responsible for lost, stolen, or damaged transponders. A replacement fee will be charged.

8 DISCLAIMER

By accepting the transponders requested, you agree that NHDOT has no obligation or liability whatsoever to you for the transponders issued after they are received by you, except as specifically provided herein. Your acceptance also indicates your agreement to indemnify NHDOT and hold NHDOT harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the transponders. You agree to hold harmless and indemnify NHDOT from any claim resulting from the installation, use or disconnection of this transponder.

9 TERMINATION

You may terminate this agreement at any time by returning the E-ZPass transponder to us. Transponders should be returned to NHDOT E-ZPass in person or by first class prepaid mail.

Upon termination and return of your transponder(s), your account balance will be refunded to you. All outstanding charges will be deducted prior to refund.

10 COLLECTION EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by us to collect any monies due under the terms of this agreement.

11 MODIFICATIONS

We may change the terms of this Customer Agreement at any time by advance notice. You agree to a new term when you use your transponder subsequent to the effective date of the new term. 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 CONFIDENTIALITY

We maintain the confidentiality of all information acquired in connection with the administration and enforcement of toll evasion, except as provided under the law, which allows information to be released to a certified law enforcement officer conducting an investigation pursuant to "court order, or in exigent circumstances." RSA 236:31, VIII.

NHDOT respects the privacy of all account holders. We do not sell or share customer lists with marketing or advertising entities. However, you understand and agree that use of the system will result in the release of division of motor vehicle information, including vehicle owner's name, address, and plate information to the state of New Hampshire, or other states and their agents for toll collection or toll enforcement purposes only. RSA 237:16-e.

13 NH TOLL RATES AND DISCOUNT PLANS

NH toll rates, discount plans and percentage of discounts are subject to change at any time. Authority to change toll and discount rates is governed by RSA 237:11. Per RSA 237:11 the 30% or 10% NH EZPass discount applies ONLY to NH Toll Plaza tolls billed through a transponder on a NH E-ZPass Account. All NH E-ZPass Account holder tolls billed by license plate number and not a transponder will be at the full posted rate.

14 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. You agree to inform us of any changes to the information provided by you in your NHDOT E-ZPass Application, such as:

- Change in address
- Change in vehicle information, i.e.: vehicle type, license plate number and plate type
- Change in credit card account status (Closed account, maximum credit use)
- Expiration date of credit card account
- Change in payment method.

15 INQUIRIES AND CORRESPONDENCE

Please send all Applications, Payments, Correspondence and Transponder Returns to:

New Hampshire Customer Service Center
54 Regional Drive
Concord, NH 03301-8502

16 SCHEDULE OF TRANSPONDER SALE/ADMINISTRATIVE FEES

Refer to the FAQs at www.ezpassnh.com/faqs for current fee schedule.