

These terms and conditions, together with your application, constitute your NHDOT *E-ZPass* Agreement. Please read these terms and conditions and keep them for your records. When you open your account, 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 YOUR ACCOUNT

Your NHDOT *E-ZPass* Account consists of a Prepaid Toll deposit as follows:

- a) **Prepaid Tolls.** You must maintain a Prepaid Toll amount with us to cover applicable toll charges. Tolls are deducted from your account each time you utilize a toll lane. We may also deduct applicable administrative fees incurred under this agreement.
- b) **Account Balances.** No interest will be paid on cash balances in your account.
- c) **Account Inactivity.** If there are no financial transactions, tolls or payments, made to your *E-ZPass* account for a period of 18 months, you will be notified in writing and requested to close your *E-ZPass* account. Once account inactivity, as defined above, reaches 24 months, NHDOT will automatically close your *E-ZPass* account and refund your prepaid toll balance in accordance with the terms of this agreement.

3 ACCOUNT STATUS

You will receive e-mail statements if you provide an e-mail address and authorize us to e-mail the statements. You may also view your account history on the website.

4 METHOD OF PRE-PAYMENT

- a) You must pay a minimum Prepaid Toll Amount sufficient to cover planned toll usage for a six-week period.
- b) 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 (\$10.00 minimum). A Replenishment Level Change Notification Letter will be sent whenever the replenishment level is increased.
- c) 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:
 1. You can authorize us to replenish your Prepaid Toll amount by automatically charging your credit card.
 2. Check or Money Orders made payable to NHDOT *E-ZPass*.
 3. Pay by cash at any one of the Walk-In Services Centers operated by NHDOT *E-ZPass*.

DO NOT SEND CASH BY MAIL.

5 NON-PAYMENT/TRANSPONDER MISUSE/ADMINISTRATIVE FEES

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

- a) If you use your account when your account is in a negative balance, suspended or revoked, you may incur a processing fee of \$1.00 for the first invoice, \$1.50 for the second invoice and an administrative fee of \$25.00 for the violation notice at NH toll facilities.
- b) 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.

6 TERMINATION

You may terminate this agreement at any time by completing and submitting a closed account request form to the customer service center. Your account balance will be refunded to you. All outstanding charges will be deducted prior to refund.

7 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.

8 MODIFICATIONS

We may change the terms of this Customer Agreement at any time by advance notice. 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.

9 NH TOLL RATES

- 1) Tolls will be charged at a full fare
- 2) **Only valid for NH Toll Plazas**
- 3) In the future a fee may be charged for each toll.
- 4) Customer must ensure all license plate information is up to date including State, plate number and plate type to prevent receiving invoice(s)/violation(s) for the toll transaction.

10 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.

11 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

12 INQUIRIES AND CORRESPONDENCE

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

13 SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Processing Fee	
First Invoice	\$1.00
Second Invoice	\$1.50
Administrative Fee	
Violation Notice	\$25.00
Returned check fee	\$33.00