

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: David Wynne *D.W.*  
Director of Toll Operations

DATE: July 6, 2017

SUBJECT: Approval of Revision to E-PASS User Agreement

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Board approval is requested for the updated E-PASS User Agreement. The changes requested will allow CFX to better align the agreement with current and future initiatives in regards to business accounts and moving to a real-time payment interface for additional E-PASS services.

Reviewed by: \_\_\_\_\_

  
Corey Quinn  
Chief of Technology/Operations

This E-PASS® Customer Agreement (hereafter referred to as “Agreement”) is entered into between you (hereafter referred to as “User”) and the Central Florida Expressway Authority (hereafter referred to as “CFX”), regarding the use of the E-PASS® Prepaid Toll Program (hereafter referred to as “E-PASS®”), the E-PASS® Portable transponder (hereafter specifically referred to as “E-PASS® Portable Transponder”), E-PASS® Bumper transponder (hereafter specifically referred to as “E-PASS® Bumper Transponder”), and the E-PASS® Sticker transponder (hereafter specifically referred to as “E-PASS® Sticker Transponder”) on toll roads, bridges, parking and other facilities within the State of Florida and within other states for which the toll operators have entered into reciprocity agreements with other Interoperable partners of which CFX is a party for electronic toll collection interoperability and thereby accept E-PASS® Transponders for electronic payment (such other states hereafter referred to as “Interoperable States”). This agreement governs User’s E-PASS® account (hereafter referred to as “Prepaid Account”).

Use of the Transponder by User shall be acknowledgment and acceptance by User of the terms and conditions of this Agreement. CFX 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 the E-PASS® or CFX website, and shall be effective upon the date of posting. User is responsible for keeping current: User’s address, contact information, vehicle and license plate information, and any and all E-PASS® Prepaid Account information. For your convenience, updates may be made by logging onto User’s account at E-PASS® website or by contacting the E-PASS® Customer Service Center at 1-800-353-7277.

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 CFX, User shall discontinue use of all Transponders and shall notify the E-PASS® Customer Service Center. The terms for voluntary or involuntary closure of a User’s Prepaid Account will be applied in accordance with Section 9 of this agreement.

## Section 1. Intent of the E-PASS® System.

1.1 The intent of E-PASS® is to provide a safe transportation 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 a Transponder at any Florida or Interoperable State location where E-PASS® is accepted for payment. One or more Transponders may be activated by establishing a Prepaid Account. The Prepaid Account balance must be kept in good standing to avoid interruptions in electronic payment. Use of the E-PASS® electronic payment system is a privilege and not a right.

1.2 User must notify E-PASS® of any change in vehicle and/or vehicle registration and/or license plate prior to using Florida or Interoperable State toll facility. Failure to update this information may result in a toll violation resulting in the User and/or the registered owner of the vehicle used on the toll facility being held responsible and liable for any Uniform Traffic Citation issued pursuant to §316.1001, Florida Statutes for violations occurring in the State of Florida and traffic citations issued by other states for violations occurring Interoperable States as a result of User's failure to update this information.

1.3 In addition, User shall notify the State of Florida, Department of Highway Safety & Motor Vehicles (DHSMV):

Driver License Office within ten (10) days of any change to name and/or any change of mailing address pursuant to §322.19, Florida Statutes (2007).

Motor Vehicle (Tag) Office within twenty (20) days of any change of mailing address pursuant to §320.02(4), Florida Statutes.

1.4 User and/or the registered owner of the vehicle used on the toll facility is responsible and liable for any unpaid toll or traffic citation issued as a result of User's Transponder not being read by the receiving equipment in any toll facility. User shall not use this Agreement as a defense to a toll violation if the Transponder is not read by the receiving equipment unless the supplemental lane transactions show a problem with the receiver in the lane at the time of the alleged violation. Defective Transponders, malfunctioning Transponders, and not properly mounting the Transponder do not relieve the User and/or the owner of the motor vehicle involved in an unpaid toll from liability under §316.1001, Florida Statutes or the applicable laws of an Interoperable State.

1.5 User is responsible for pre-paying all tolls. User must immediately pay cash for tolls and stop using Transponder when the balance on the account is insufficient to pay any toll. (Refer to Sections 5.7 and 5.7.1 for more details.) Whether or not User actually knew the balance on the account was insufficient shall not be a defense to a toll violation and User and/or the owner of the vehicle used on the toll facility is responsible and liable for any Uniform Traffic Citation issued pursuant to §316.1001, Florida Statutes or the applicable laws of an Interoperable State.

1.6 User's failure to inform E-PASS® of the current registration and/or license plate number on the vehicle prior to using any toll facility will result in a breach of this Agreement and may result in the issuance of a UTC under §316.1001, Florida Statutes, or the applicable laws of an Interoperable State, in addition to the remedies under contract law and this Agreement.

## Section 2. E-PASS® License.

The User shall be responsible for each Transponder issued to User under this and/or subsequent Agreements and all amendments to such Agreements. The Transponder(s) may be used at designated E-

PASS® Lanes; E-PASS® enabled lanes or any other venues that accept E-PASS® as payment for services inside or outside the State of Florida. Whether paying electronically using a Transponder or by a manual payment method, User remains responsible for any toll payments, toll violations, or payments for any other services. Failure to collect payment electronically, even though User has a Transponder, shall not release User of payment responsibility.

### Section 3. Privacy Policy.

3.1 CFX respects the privacy of all account holders. CFX does not sell or share its customer list with outside marketers. In addition, Personal identifying information generally is exempt from disclosure under Florida's public records law, pursuant to Section 338.155(6), Florida Statutes, and can be obtained by persons outside of CFX or authorized law enforcement agencies only by subpoena or court order, except CFX may share certain Prepaid Account information with operators of other toll facilities for toll payment, collection and notice purposes without obtaining a subpoena or court order. User acknowledges and agrees that Interoperable States will observe their respective state laws regarding the disclosure of records and other information related to transactions that use an E-PASS® Transponder on toll facilities of the Interoperable States, including Prepaid Account information provided by CFX to the Interoperable States for the purpose of toll payment, collection, or notice.

3.2 User acknowledges and agrees that CFX may use the Transponder, or may authorize any other governmental agencies to use the Transponder to collect anonymous traffic, travel, or other statistical information.

### Section 4. Choosing the right E-PASS® Customer Account Type.

E-PASS® provides both Personal, ~~Commercial~~ Business and Rental Car Toll Collection Service Accounts.

4.1 Personal Prepaid Accounts: Primarily for personal, non-~~commercial~~ business Users with privately owned or leased vehicles and/or trailers. While multiple Transponders may be linked to personal accounts, the number is typically less than 10. The minimum opening balance for a Personal Prepaid Account is \$10.00. When adding additional Transponders to an existing Prepaid Account, additional prepaid funds may also be required.

4.2 ~~Commercial~~ Business Prepaid Accounts: Primarily for companies or businesses with corporate owned or leased vehicles and/or trailers. A current Federal Employer Identification Number (FEIN) is required to open an account of this type. FEIN information must be kept current and may be requested by an E-PASS® representative at any time. The minimum opening balance for a ~~Commercial~~ Business Prepaid Account is dependent on the User's estimated monthly usage, but must be a minimum of \$10.00. User shall be notified of any changes to the required replenishment amount on their monthly Account Summary Statement or via email if applicable. For ~~Commercial~~ Business Prepaid Accounts to qualify for tax exempt status, User must provide a valid tax exemption certificate. If provided after account is established the tax exemption is effective from the date proof is provided. ~~at the time of account activation.~~

4.3 Rental Car Toll Collection Service Accounts: Primarily for national rental car companies or service providers who act as an intermediary between CFX and national rental car companies, for the purpose of making "E-PASS® Only" lanes available to customers of national rental car companies via the use of the video-based PAY-BY-PLATE -system or the transponder-based E-PASS® system. The rental car company or service provider must enter into a separate Marketing and Operations Agreement for Rental Car Toll Collection Services and abide by the terms thereof. Rental car customers of national rental car companies are given a choice to: (1) pay cash at toll booths when using toll roads, if the cash payment option is available for the toll facility location to be used; (2) pay the cash rate of tolls plus a minimal daily fee; or (3) pay a flat daily fee for unlimited tolls. The rental car company or service provider will establish and maintain one or more Prepaid Accounts for use in providing services to client companies and/or their customers, and will be subject to automatic replenishment via a commercial credit card or other method approved by CFX. This service provides customer service to both the rental car companies and toll agency customers, reduces paperwork between rental car companies and their customers, and eliminates toll violations.

#### Section 5. E-PASS® and Transponder Usage.

5.1 Unless otherwise directed by CFX, User agrees to properly mount the Transponder, as explained in the E-PASS® User Manual available online at the E-PASS® or CFX website, during all toll road travel and/or other available services. Holding a Transponder in the User's hand or leaving it on the dashboard or in another non-mounted position in the vehicle is strictly prohibited. Not properly mounting the Transponder may result in the User's Transponder being denied for electronic payment, resulting in unpaid tolls. Unpaid tolls may result in the issuance of a Uniform Traffic Citation (UTC) under §316.1001, Florida Statutes or under the applicable laws of an Interoperable State.

5.2 User agrees to comply with all applicable traffic laws while using toll roads and bridges.

5.3 Under no circumstances should a User drive through a designated E-PASS® toll lane or E-PASS® enabled lane at a speed greater than posted by CFX or other applicable governmental authorities.

5.4 When using a toll lane that is not E-PASS® only (i.e. an exact change or change lane that also displays the E-PASS® logo), even with a working and funded Transponder, the User must bring the vehicle to a complete stop before proceeding through the toll lane.

5.5 User accepts that sharing a Transponder for electronic payment at the same time in the same location is prohibited.

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

5.7 Failure to pay a toll is a violation which may result in the issuance of a traffic citation. CFX takes a photograph of the vehicles that do not pay the required toll. If User's Prepaid Account does not have sufficient balance to pay the toll, User must use cash lanes, if cash lanes are available, or avoid using toll facilities until the account is replenished and in the Active status. When paying cash, User shall place the E-PASS® Portable Transponder in the Radio Frequency ("RF") shield bag, or remove the E-PASS® Portable Transponder from the vehicle. The RF shield bag is available, free of charge, by calling 1-800-353-7277. User shall turn over the Transponder at the request of law enforcement or CFX because of toll violation(s) relating to the misuse or termination of a Prepaid Account or in connection with a violation of local, state or federal law. E-PASS® Portable Transponders that have been forfeited under this section may be returned to User when the Prepaid Account has been returned to good standing.

5.7.1 Users paying cash while an E-PASS® Sticker Transponder or E-PASS® Portable Transponder is installed on the vehicle windshield may be double charged/double billed. E-PASS® will not credit your account for duplicate activity when paying with cash unless valid cash receipts are provided to E-PASS® within 90 days of the original transaction. The amount of the credit will be at the E-PASS® toll rate. Cash receipts are not available at all locations or times of day. No credit or refund will be due if one or more tolls are paid by cash at a location or at a time of day for which cash receipts are not available.

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

5.9 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 Transponder, or otherwise attempt to use the Transponder 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 Transponder 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 at the time of transponder activation and updated as changes occur. The year, make, model and color of the vehicle must be provided within 60 days of transponder activation and updated as changes occur. For

convenience, vehicle information may be updated on the E-PASS® website. User accepts there may be occurrences when a Transponder is not identified even though it is present in the vehicle. In cases where a Transponder is not identified but the vehicle license plate is recorded, CFX reserves the right to add the vehicle license plate and issuing state to the User's account. CFX 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.

6.2 All Non-Semi trailers (e.g. Boat, Camper, Utility, etc.) pulled by vehicles in which the User intends to use a Transponder 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 the E-PASS® website. User accepts there may be occurrences when a Transponder is not identified even though it is present in the vehicle pulling the trailer. In cases where a Transponder is not identified but the trailer license plate is recorded, CFX reserves the right to add the trailer license plate and issuing state to the User's account. CFX 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

## Section 7. Prepaid Account.

User is responsible for pre-payment of all tolls used prior to using toll facilities. User is responsible for maintaining a working Transponder at all times and required to contact E-PASS if inoperable. If the Transponder is not read by the receiver in the electronic toll collection lane for any reason, including but not limited to improper mounting, problem windshields, or other Transponder malfunction, User will be subject to the issuance of a 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 maintain a sufficient balance in User's Prepaid Account at all times to cover applicable tolls and other charges as described below.

### 7.1 User authorizes CFX to deduct the following charges from the User's Prepaid Account:

7.1.1 User accepts and agrees that all charges, both in Florida and Interoperable State, paid electronically using their Transponder(s) will be deducted from the User's Prepaid Account. Where charges are paid using traditional payment methods and User's Transponder 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 CFX within 90 days of the transaction. The amount of the credit will be at the E-PASS® toll rate.

7.1.2 Returned Check Charge: A deduction of \$25.00, as may be increased or decreased from time to time, will be made from User's Prepaid Account if any check is not paid on demand by the bank upon which the check is written.

7.1.3 Monthly Account Statement Charge: A deduction of \$0.50 as may be increased or decreased from time to time, will be made from User's Prepaid Account for each monthly summary or detailed statement of User's Prepaid Account delivered by mail. Statement prices may be adjusted from time to time by CFX. Statements printed directly from the website are free of charge.

7.1.4 In cases where the Transponder is not read and an image of the vehicle's or non-semi trailer's (e.g. Boat, Camper, Utility, etc.) license plate is recorded, and the plate is listed on the User's Prepaid 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 Prepaid Account records an excessive amount of I-Toll transactions per license plate, CFX may charge the User the PAY-BY-PLATE rate if such option is available and, in the event the PAY-BY-PLATE rate is not available, then the cash rate will be charged on those transactions. User accepts that vehicle license plate recording may not be available at all locations or states where E-PASS® is accepted for electronic payment. Where vehicle license plate recording is not available, Image Tolls will not be processed. The I-toll process does not prevent law enforcement officers from issuing citations for observed toll violations.

7.1.5 In the event the required toll is not paid and the prepaid account does not have sufficient funds to pay the toll electronically, a traffic citation may be issued.

7.1.6 Full account information and services will be provided to Users with registered Prepaid 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 and for ~~commercial-business~~ accounts the FEIN.

7.1.7 CFX strives to ensure charges are accurately recorded, User accepts that miscalculations in account balances may occur. In such cases, CFX 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 Prepaid Account balances at any time.

7.3 CFX reserves the right to limit the availability of historical Prepaid Account Activity. The period of availability, either on-line or upon request from CFX, shall not exceed three years.

## Section 8. Replenishment of Prepaid Account.

8.1 User accepts responsibility for replenishing the Prepaid Account in a manner that ensures a sufficient balance is maintained in the Prepaid Account at all times. Use of E-PASS® lanes, designated or enabled, without a sufficient balance in the Prepaid Account to pay the charge will result in termination of User's Prepaid Account in accordance with section 9 of this agreement.



8.2 E-PASS® Auto Replenishment: User may elect or may be required to enroll in E-PASS® Auto Replenishment, which is a feature that links a credit or debit card in good standing to their Prepaid Account. This feature will automatically replenish the User's Prepaid Account balance by a pre-set amount whenever the balance in the Prepaid Account drops to a pre-set low-balance threshold. A credit card is considered in good standing if it belongs to an active, non-expired account having sufficient credit available. Failure to maintain the credit or debit card linked to an E-PASS® account with Auto Replenishment active in good standing may result in the termination of User's Prepaid Account and an interruption in electronic payment using the User's Transponder(s). This may result in the issuance of traffic citations. (Refer to Section 9.2 for more details regarding Termination of Prepaid Account.) The minimum replenishment threshold and replenishment amount is determined during E-PASS® enrollment based on expected usage. For Personal Accounts, a minimum of \$10.00 is required. CFX may periodically analyze account activity and adjust the replenishment amount.

8.3 E-PASS Users are automatically opted in to allowing E-PASS® as a payment options at an E-PASS® facility or interoperable facility accepting E-PASS® as a payment option. In addition, Users accept that any charge due at an E-PASS® facility or interoperable facility accepting E-PASS® as a payment option exceeding the User's current Prepaid Account balance may be charged directly to the credit or debit card linked to the E-PASS® account.

~~8.3~~ 4 Replenishment payments may be submitted through various payment channels to the E-PASS® Customer Service Center or made in person at participating facilities and locations as determined from time to time by CFX. Check payments must be received at least 3 business days before the balance in the User's Prepaid Account becomes insufficient to cover charges paid electronically by the User's Transponder.

~~8.4~~ 5 Cash replenishments to Prepaid Accounts may be made at CFX authorized locations throughout Florida. For additional details and locations, please contact the E-PASS® Service Center.

## Section 9. Voluntary or Involuntary Termination of User's Transponder.

If User's Transponder is terminated, either voluntarily or involuntarily, User shall immediately: Cease using the Transponder for electronic payment; Remove any E-PASS® Transponder(s) and permanently remove them from any vehicle that may travel on E-PASS® enabled lanes or other states that accept Transponders for electronic payment; and discontinue traveling on designated E-PASS® Lanes and other E-PASS® enabled lanes or other states that accept Transponders for electronic payment. Using a Transponder while terminated may subject the User to toll violations and issuance of traffic citations. All activity incurred during terminated status will be charged to the User's Prepaid Account at the toll rate charged to customers paying by PAY-BY-PLATE rate at that particular location. No credits will be issued upon reactivating a terminated Transponder(s). Users paying cash while an E-PASS® Transponder is installed on the vehicle windshield may be double charged/double billed. E-PASS® will not credit your account for duplicate activity when paying with cash unless valid cash receipts are provided to E-PASS® within 90 days of the original transaction. The amount of the credit will be at the E-PASS® toll rate. Cash

receipts are not available at all locations or times of day. If a User fails to remove a E-PASS® Transponder from a vehicle following a voluntary or involuntary termination of User's Prepaid Account, then no credit or refund will be due if one or more tolls are paid by cash at a location or at a time of day for which cash receipts are not available.

9.1 Voluntary or Involuntary Closure of User's Prepaid Account: If User's Prepaid Account is closed, either voluntarily or involuntarily, all Transponders listed on the User's Prepaid Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this agreement. CFX may prohibit User from opening subsequent account(s) if any previous account has been closed involuntarily. Any remaining balance of the User's Prepaid Account shall be refunded in accordance with Section 13 of this Agreement.

9.2 Termination of Prepaid Account: CFX may terminate User's Prepaid Account at any time for any reason. Where a Prepaid Account has been terminated, all Transponders listed on the Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this Agreement. In lieu of account termination, CFX may allow User to retain the account, provided any outstanding balance is paid in full, and User enrolls in E-PASS® Auto Replenishment for the remainder of the Agreement as described in Section 8 of this Agreement. Using Transponder while terminated may subject the User to toll violations and issuance of traffic citations. All activity incurred during a terminated status will be charged to the account at the toll rate charged to customers paying the PAY-BY-PLATE rate at that particular location. No credits will be issued upon reactivating a terminated Transponder. No new Prepaid Account shall be open until all monies owed to CFX have been paid in full.

#### Section 10. Lost or Stolen Transponder.

In the event the Transponder is lost or stolen, User shall immediately change the Transponder status to Lost/Deactivated on the E-PASS® website, or notify the E-PASS® Customer Service Center. All charges paid electronically using a lost or stolen Transponder will continue to be reflected on the User's Prepaid Account until notification of the loss or theft is reported in accordance with this Section . The User's Transponder status will be modified upon receipt by CFX of User's notification of the loss or theft. The User will not be held responsible for future toll activity on a lost or stolen Transponder after the status is changed online or notification is received by the E-PASS® Customer Service Center unless the vehicle that went through the toll facility had a license plate listed in the User's Prepaid Account. In the event that the User does not have any other Transponder(s) or does not purchase a replacement Transponder on the Prepaid Account, the remaining balance may be refunded to the last credit or debit card used previously to make a purchase on the Prepaid Account or by check in accordance with Section 13. Authorized or unauthorized use of the Transponder in any vehicle registered to the User shall be chargeable to the User's Prepaid Account until notification is made to CFX in accordance with this Agreement, and the license plate is removed from the User's Prepaid Account. If a Transponder previously reported Lost/Stolen is reactivated, any unpaid charges recorded while the Transponder was

in a lost or stolen status will be charged to User's Prepaid Account if CFX determines the usage was the result of the User's vehicle incurring the charges.

#### Section 11. Damaged Transponder.

Damaged Transponders are not covered by warranty. For purposes of this Agreement, damage is defined as the rendering of the Transponder defective or inoperable due to tampering, abuse, improper use, defacement, or accidental destruction. Removal of or attempt to remove an E-PASS® Sticker Transponder from the vehicle windshield may render the unit useless.

#### Section 12. Malfunctioning Transponder.

12.1 In the event of failure or malfunction of [an E-PASS® Portable](#), ~~or Bumper~~, [or Sticker](#) Transponder, User must immediately discontinue use of the Transponder and change the status to deactivated online at E-PASS® website or contact the E-PASS® Customer Service Center. Where failure or malfunction occurs, Transponder shall be terminated and the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this Agreement shall apply. Malfunctioning or defective Transponders due to a manufacturing defect shall be replaced at no cost to User only when returned to the E-PASS® Customer Service Center within the 90 day warranty period. Damaged Transponders are not covered by warranty. Costs related to shipment of the Transponder to the E-PASS® Customer Service Center are the responsibility of the User. CFX may require delivery confirmation in the event the Transponder is not received. User is responsible for any and all unpaid tolls and/or traffic citations issued as a result of any attempt to use a malfunctioning and/or defective transponder to pay tolls.

~~12.2 In the event of failure or malfunction of an E-PASS® Sticker Transponder, User must immediately discontinue use of the Transponder and change the status to deactivated online or contact the E-PASS® Customer Service Center. Where failure or malfunction occurs, Transponder shall be terminated and the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this Agreement shall apply. Malfunctioning or defective E-PASS® Sticker Transponders due to a manufacturing defect shall be replaced at no cost to User only when returned to the E-PASS® Customer Service Center within the 90 day warranty period. Damaged E-PASS® Sticker Transponders are not covered by warranty and will not be replaced.~~

#### Section 13. Withdrawal of Prepaid Account Balance at Account Closure.

In the event the Prepaid Account is closed, the remaining balance of the Prepaid Account shall be refunded after 30 days to the User once all toll payments and any appropriate charges have been deducted. (Refer to Sections 9.1 and 9.2 for more details regarding Voluntary or Involuntary Closure of User's Prepaid Account and Termination of Prepaid Account.) Depending upon the User's method of payment for the Prepaid Account being closed, refunds may be issued in accordance with the method of payment used to replenish the Prepaid Account. If User's Prepaid Account has any outstanding balance owed, User shall pay the amount owed at time of closure.

#### Section 14. Dispute of Charges:

CFX must be notified of any disputes of charges appearing on User's Prepaid Account within 90 days of the charge being posted. All disputes are subject to review and approval by CFX and may require additional documentation or evidence from the User.

#### Section 15. Miscellaneous.

15.1 User releases CFX, its officers, employees, or agents (collectively "CFX"), from all loss, damage, or injury whatsoever from the use or performance of E-PASS® and the Transponder. CFX shall not have any obligation or liability to the User with respect to the use or the performance of E-PASS® or the Transponder. The only relief available to the User shall be replacement by CFX of any defective or malfunctioning Transponder in accordance with Section 12 of this Agreement. User agrees to indemnify, protect, and hold harmless CFX from liability for all loss, damage, or injury to persons or property arising from E-PASS® and/or the Transponder.

15.2 It is expressly understood and agreed that CFX, with verbal or written authorization from User, may make charges against User's credit or debit card. User's online entry of credit or debit card information via the IVR or E-PASS website shall constitute User's written authorization to CFX to make charges against User's credit or debit card for E-PASS® charges wherever incurred. User expressly understands and accepts CFX shall not be liable to User for any financial costs resulting from these actions. Additionally, CFX shall not be liable for:

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

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

15.3 User accepts responsibility of all costs, including, but not limited to the associated costs and ramifications of a conviction related to a traffic citation, collection fees, attorney's fees, and court costs incurred by CFX in the enforcement of the terms and conditions of this Agreement.

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

15.5 Unpaid balances due to CFX may be turned over to a collection agency for enforcement and collection activities.

15.6 Should User be the subject of any Bankruptcy proceeding under the Bankruptcy Act or become insolvent, CFX shall have the right to terminate User's Prepaid 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.

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

15.8 User accepts that User's retaining, using, or permitting others to use the Transponder shall thereby constitute User's acknowledgment of and acceptance of the terms and conditions of this Agreement.

15.9 User accepts that when allowing others to retain or use User's Transponder, 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.

15.10 To the full extent of Florida's severance law, 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.

15.11 User shall immediately inform CFX of any changes to the information contained in the E-PASS® Prepaid Account records, including without limitation, credit or debit card number and expiration date, payment method, name or address changes, Transponder ownership changes, and vehicular information changes (make/model, license plate information) for all vehicles in which the Transponder is used.

15.12 CFX reserves the right to reject any request to open or service an E-PASS® application or request for an account.

15.13 CFX reserves the right to offset amounts owed to CFX for usage of E-PASS® Transponder from funds in User's Prepaid Account.

15.14 User accepts that by providing User's e-mail address, User may receive information from CFX, its consultants, agents or other toll facility operators.

15.15 Questions regarding User's Prepaid Account or transactions charged to User's Prepaid Account should be directed to the E-PASS® Customer Service Center at the address and telephone number listed below.

15.16 This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida, with the exception of Florida's choice of law provisions. Other than toll citations, any civil action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of record of the State of Florida in Orange County, Florida. The forum for Florida Uniform Traffic Citations shall be in the traffic and/or county court for the county where the alleged toll violation occurred. Toll violations occurring in an Interoperable State may be subject to the local laws of the jurisdiction in which the violation occurred.

~~E-PASS® Customer Service Center~~

~~P. O. Box 720218 • Orlando, FL 32872 • 1-800-353-7277~~

~~[WWW.CFXWAY.COM](http://WWW.CFXWAY.COM)~~

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