

# E-PASS Customer Agreement

CFX Board Approved on February 10, 2022

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# E-PASS Customer Agreement

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## Section 1. Defined Terms

1.1 This E-PASS Customer Agreement (hereinafter referred to as "Agreement") is entered into between you (hereinafter referred to as "User") and the Central Florida Expressway Authority (hereinafter individually referred to as "CFX"), regarding the use of any CFX issued transponders which collectively all such transponders shall be referred to herein as the "CFX Transponders" and may include any of the following:

- E-PASS Portable Transponder (hereinafter individually referred to as "E-PASS Portable");
- Visitor Toll Pass<sup>®</sup> (hereinafter referred to as "Visitor Toll Pass");
- E-PASS Bumper Transponder (hereinafter individually referred to as or "Bumper");
- E-PASS Sticker Transponder (hereinafter individually referred to as "E-PASS Sticker");
- E-PASS Xtra Transponder (hereinafter individually referred to as "Xtra");
- Collegiate Pass Transponders, including but not limited to GatorPass<sup>®</sup>, KnightPass<sup>®</sup> and NolePass<sup>®</sup> (hereinafter collectively referred to as the "Collegiate Pass Transponders"); and,
- UNI Transponder<sup>®</sup> (hereinafter individually referred to as the "UNI")

1.2 E-PASS Portable, Visitor Toll Pass, Bumper, Xtra, and Uni which utilize the E-PASS Portable Transponders are herein collectively referred to as the "Portable Transponders."

1.3 E-Pass Sticker and Collegiate Pass Transponders, which utilize E-Pass Sticker Transponders are herein collectively referred to as the "Sticker Transponders."

1.4 This Agreement governs the use of CFX Transponders on toll roads, bridges, parking and other facilities within the State of Florida and within other states or tolling authorities 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 CFX Transponders for electronic payment (such other states or tolling authorities hereinafter referred to as "Interoperable Parties").

1.5 The term "User's Account" shall refer to any Prepaid Account or Postpaid Account created or maintained by User with CFX for purposes of registering any CFX Transponder and making payments.

1.6 The term "CFX Customer Service Channels" shall include the following methods of communication by which a User may communicate with CFX and can create, maintain, update or terminate a User's Account. Such methods include:

- (a) access via CFX's website at [www.CFXWay.com](http://www.CFXWay.com);
- (b) access via CFX's mobile application also known as E-PASS Toll App;
- (c) by calling the E-PASS Customer Service Center at 1-800-353-7277;

- (d) by submitting an email to: E-PASS@CFXWay.com
- (e) by mail to CFX, P.O. Box 720218, Orlando, FL 32872
- (f) in person by visiting the CFX Customer Service Center located at 525 South Magnolia Avenue, Orlando, FL 32801 during regular business hours
- (f) by such other means as may be provided by CFX in the future.

## **Section 2. Acknowledgement and Acceptance of Terms**

2.1 Use of the CFX Transponders 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 on the CFX website and/or the Mobile App and shall be effective upon the date of posting.

2.2 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 this Agreement with CFX, User shall discontinue use of all CFX Transponders and shall notify CFX through one of the CFX Customer Service Channels. The terms for voluntary or involuntary closure of a User's Account, including notification, will be in accordance with Section 16 of this Agreement.

## **Section 3. Intent of the CFX Transponders**

3.1 The intent of CFX Transponders is to provide a safe transportation system and reduce traffic congestion and air pollution by providing efficient and convenient electronic payment. CFX Transponders are licensed to User by CFX for the specific purpose of paying tolls and/or other services electronically by using a CFX Transponder at any Florida or Interoperable Parties' location where CFX Transponders are accepted for payment. One or more CFX Transponders may be activated by establishing a Prepaid Account or a single transponder in the case of the Visitor Toll Pass<sup>®</sup> Program. Any User's Account balance must be kept in good standing to avoid interruptions in electronic payment. Use of CFX Transponders by electronic payment system is a privilege and not a right.

## **Section 4. User Responsibilities to Provide and Maintain Certain Information**

4.1 All vehicles in which the User intends to use a CFX Transponder must be listed within the account, but a vehicle license plate may only be actively subscribed to one account at a time. 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 sixty (60) days of transponder activation and updated as changes occur, if applicable.

4.2 User accepts there may be occurrences when a CFX Transponder is not identified even though it is present in the vehicle. In cases where a CFX 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 exercise this right when CFX determines a

confident match has been made between the registered owner of vehicle for the license plate and the customer information on the User's Account.

4.3 User is responsible for providing and keeping current: User's mailing address, contact information, e-mail address, vehicle and license plate information, and any and all account information as may be required. Any changes can be made through one of the CFX Customer Service Channels as identified in Section 1.6 herein. User shall notify CFX of any change in vehicle and/or vehicle registration and/or license plate prior to using Florida or Interoperable Parties' toll facility. User's failure to inform CFX 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 Uniform Traffic Citation ("UTC") under Section 316.1001, Florida Statutes (2021), or the applicable laws in an Interoperable Parties' location. These remedies are in addition to any remedies available to CFX under federal law, Florida common law, statutes, administrative rules, and this Agreement.

4.4 User has a further duty to notify the State of Florida, Department of Highway Safety & Motor Vehicles (DHSMV) within thirty (30) days of any change in a name and/or any change of mailing address to a driver's license issued by the State of Florida pursuant to Section 322.19, Florida Statutes (2021) or the Motor Vehicle (Tag) Office within thirty (30) days of any change of mailing address pursuant to Section 320.02(4), Florida Statutes (2021). Any changes in such information that may be communicated by User to CFX will not serve as a substitute for any requirements of Florida law to update information to driver's licenses or motor vehicle tags and CFX shall assume no responsibility to notify DHSMV of any changes it receives from User.

## **Section 5. User Responsibility to Pay Tolls and Maintain their Account Current**

5.1 User and/or the registered owner of the vehicle used on the toll facility is responsible and liable for any unpaid toll or any UTC 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 CFX 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 CFX Transponder do not relieve the User and/or the owner of the motor vehicle involved of any unpaid toll from liability under Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location.

5.2 User is responsible for pre-paying all tolls if using a Prepaid Account for E-PASS. User must immediately pay cash or make other arrangements for payment and may be subject to the Pay-By-Plate rates for tolls and shall stop using CFX Transponder when the balance on the account is insufficient to pay any toll. Whether the User has actual knowledge of the balance on the account and whether such balance was insufficient to make payment shall not be a defense to a toll violation and the User and the owner of the vehicle used on the toll facility shall be responsible and liable for any UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location.

## **Section 6. CFX Transponder Licenses**

6.1 The User shall be responsible for each CFX Transponder issued to User under this and/or subsequent Agreements and all amendments to such Agreements. CFX Transponders may be used at designated E-PASS Lanes; E-PASS enabled lanes or any other venues that accept E-PASS or Visitor Toll Pass® as payment for services inside or outside the State of Florida. Whether paying electronically using a CFX Transponder or by any other 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 CFX Transponder, shall not release User of payment responsibility.

6.2 CFX Transponders are for the exclusive use of User as a purchaser of the CFX Transponder and User acknowledges and agrees not to sell, barter, exchange or otherwise transfer the CFX Transponder in exchange for any goods, services or other consideration. Any such sale, barter, exchange or transfer may render the CFX Transponder void and any privileges or rights associated with such CFX Transponder shall be terminated.

## **Section 7. Privacy Policy**

7.1 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 (2021), and can only be obtained by persons outside of CFX or authorized law enforcement agencies by subpoena or court order, except CFX may share certain User's Account information with operators of other toll facilities for toll payment, collection and notice purposes without obtaining a subpoena or court order.

7.2 User acknowledges and agrees that Interoperable Parties will observe their respective state laws regarding the disclosure of records and other information related to transactions that use an CFX Transponder on toll facilities of the Interoperable Parties, including Prepaid Account information provided by CFX to Interoperable Parties for the purpose of toll payment, collection, or notice. Under no circumstances will User information be disclosed to any nonaffiliated third parties for use in marketing.

7.3 User acknowledges and agrees that CFX may use data from any CFX Transponder or may authorize any other governmental agencies to use the data collected from CFX Transponders to compile anonymous traffic, travel, or other statistical information.

## **Section 8. E-PASS Customer Account Types**

8.1 Personal Prepaid Accounts: Primarily for personal, non-business Users with privately owned or leased vehicles and/or trailers. The minimum opening balance for a Personal Prepaid Account is \$10.00. When adding additional CFX Transponders to an existing Prepaid Account, additional prepaid funds may also be required.

8.2 Business Prepaid Accounts: Primarily for companies or businesses with corporate owned or leased vehicles and/or trailers. A current Federal Employer Identification Number (FEIN) may be required to open a Business Prepaid Account. FEIN information must be kept current and may be requested by an E-PASS representative at any time. The minimum opening balance will be established by CFX based on the number of transponders and potential transactions. User shall be notified of any changes to the required replenishment amount on their monthly Account Summary Statement or via emails or text messages, for which standard text message rates may apply. For Business Prepaid Accounts to qualify for tax exempt status, User must provide a valid tax exemption certificate. If a tax exemption certificate is provided after a Business Prepaid Account is established, the tax exemption shall be effective no earlier than the date proof is provided.

8.3 Visitor Toll Pass® Accounts: Primarily for travelers arriving via an airport who will be renting a vehicle during their stay. This account allows only for a single transponder to be linked to an account. The account is a Postpaid account whereas tolls will be charged via credit card at one or more times during or at the end of the rental period. Customers are provided with a Visitor Toll Pass® Transponder to use during their rental period. If the transponder is not returned at the end of the rental the customer will be charged for the transponder. An initial deposit is required to obtain the Visitor Toll Pass® Transponder.

## **Section 9. CFX Transponder Usage**

9.1 Unless otherwise directed by CFX, User agrees to properly mount or apply the CFX Transponders, as explained in the E-PASS Installation Guides available through CFX Customer Service Channels or in materials provided to the User during account initiation. Holding a CFX 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 CFX Transponder may result in the CFX Transponder being denied for electronic payment, resulting in unpaid tolls. Such unpaid tolls may result in additional charges and fees or the issuance of a UTC under Section 316.1001, Florida Statutes, or under the applicable laws in an Interoperable Parties' location.

9.2 User should never have more than one transponder in the vehicle while traveling through toll lanes or other Interoperable systems that accept CFX Transponders. If another Portable Transponder must be placed in the vehicle it should be stored inside a Radio Frequency shield bag ("RF shield bag") which prevents the CFX Transponder from being read by the system. The RF shield bag is available, free of charge, through any of the CFX Customer Service Channels.

9.3 User acknowledges User's responsibility under this Agreement and User agrees to comply with all applicable traffic laws while using toll roads and bridges. Under no circumstances should a User drive through a transponder-only toll lane at a speed greater than that posted by CFX or other applicable governmental authorities.

9.4 The User acknowledges that they must exercise extra caution before proceeding through any lane that is designated as an automated coin machine lane, staffed toll lane or that otherwise requires exact change, even with a working and funded CFX Transponder.

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

9.6 Under no circumstance may a CFX Transponder 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 and a vehicle may not be actively listed on more than one account.

9.7 Failure to pay a toll is a violation which may result in the issuance of a UTC. CFX takes a photographic image of any vehicles of all vehicles, including those that do not pay the required toll. If User's Prepaid Account does not have sufficient balance to pay the toll, User may be billed at a higher Pay-By-Plate rate via an invoice sent by US mail to the User's registered home address or the address associated with the vehicle's license tag registration. If User elects to pay cash in a lane, if cash lanes are available, User shall place the CFX Transponder in the RF shield bag or remove the CFX Transponder from the vehicle.

9.8 User shall immediately turn over any CFX Transponder that is requested by law enforcement or CFX because of toll violations relating to the misuse or termination of a User's Account in connection with a violation of local, state or federal law. CFX Transponders that have been forfeited under this Section may be returned to User when the account has been returned to good standing.

9.9 User acknowledges that paying with cash while a CFX Transponder is installed on the vehicle may result in a double charge or getting double billed for the same transaction. CFX will not credit User's Account for duplicate activity when paying with cash unless valid cash receipts are provided to CFX within ninety (90) days of the original transaction. The manner in which cash receipts shall be submitted to CFX can be obtained through any of the CFX Customer Service Channels. 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.

9.10 User shall not, under any circumstances, authorize another person or third party to use their CFX Transponder, unless User has previously added the third-party's vehicle and license plate information to the User's Account as provided in Section 4.3 herein. User acknowledges that User is responsible for any and all transactions incurred by User's CFX Transponder in the event someone other than User uses a toll facility with User's CFX Transponder.

9.11 User agrees that User shall not reverse engineer or otherwise attempt to reverse engineer, alter, modify or tamper with the mechanical or electrical operation of any CFX Transponder or any software coding, or otherwise attempt to use the CFX Transponder or other equipment in order to avoid payment of tolls or fees.

## **Section 10. Non-Semi Trailer (e.g. Boat, Camper, Utility, etc.) Registrations**

10.1 All Non-Semi trailers {e.g. boat, camper, utility vehicle, etc.) pulled by vehicles in which the User intends to use a CFX 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. Any updates should be provided through the CFX Customer Service Channels. User accepts there may be occurrences when a CFX Transponder is not identified even though it is present in the vehicle pulling the trailer. In cases where a CFX 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 exercise this right when CFX determines a confident match has been made between the registered owner of the trailer for the license plate and the customer information on the User's Account.

## **Section 11. Prepaid and Postpaid Accounts**

11.1 For Prepaid Accounts, User is responsible for pre-payment of all tolls used prior to using toll facilities. For Postpaid Accounts, User is responsible for payment of all tolls used.

11.2 For both Prepaid and Postpaid Accounts, User is responsible for maintaining a working CFX Transponder at all times and required to contact CFX if inoperable. If the CFX 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, a damaged CFX Transponder or other CFX Transponder malfunction, User may be subject to the issuance of a UTC. User hereby acknowledges that User shall 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.

11.3 For Prepaid Accounts, User accepts responsibility to always maintain a sufficient balance in User's Prepaid Account to cover applicable tolls and other charges as described herein. In the event the required toll is not paid, and the prepaid account does not have sufficient funds to pay the toll electronically, User shall be liable for any UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location.

11.4 For Postpaid Accounts, User accepts responsibility to maintain a credit card, in good standing, on file with sufficient balance at all times to cover applicable tolls and other charges as described herein. In the event the required toll is not paid, User shall be liable for any UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location.

11.5 User accepts and agrees that all charges, both in Florida and outside the state of Florida, paid electronically using their CFX Transponder(s), will be deducted from either the User's Prepaid Account or Postpaid Account. Where charges are paid using any other method 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 paid in order to have the electronically paid charges reversed. The receipt(s) must be received by CFX within ninety (90) days of the original transaction and will be credited in accordance with the provisions in Section 9.9 herein.

11.6 If any check is not paid on demand by the bank upon which the check is written or if CFX incurs any returned check charges, CFX will make every effort to collect the full amount of the worthless drafts or checks which may include the face value of the draft or check, as well as applicable bank fees, service charges, collection costs and attorney's fees as specific in Section 68.065, Florida Statutes (2021).

11.7 For Prepaid Accounts, where a User has requested or subscribed to receive monthly summary or detailed statements by mail, a deduction of \$0.75, as may be increased or decreased by CFX 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. Statements printed directly from the website or the Mobile App are free of charge.

11.8 In cases where the CFX Transponder is not read and an image of the vehicle's license plate or a non-semi trailer's 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". If in any given month the User's Account records an excessive amount of Image 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 CFX Transponders are 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 a UTC for observed toll violations.

11.9 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 business accounts the FEIN. CFX may also request additional information, including a valid email address for each account.

11.10 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 or the User's Account History.

11.11 User accepts and agrees that no interest shall ever be paid by CFX nor due to User on account balances at any time, even if miscalculations in account balances occur.

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

## **Section 12. Replenishment of Prepaid Accounts**

12.1 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 any E-PASS lanes, designated or enabled, without a sufficient balance in the Prepaid Account to pay the charge may result in termination of User's Prepaid Account in accordance with Section 14 of this Agreement.

12.2 E-PASS Auto Replenishment: User 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 CFX Transponder(s). This may result in the issuance of a UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location. The minimum replenishment threshold and replenishment amount is determined during E-PASS enrollment based on expected usage. CFX may periodically analyze account activity and adjust the replenishment amounts and replenishment thresholds of its customers at their discretion.

12.3 E-PASS Users are automatically opted in to allowing E-PASS as a payment option 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 any CFX Transponder as a payment option exceeding the User's current Prepaid Account balance will be charged directly to the credit or debit card linked to the E-PASS account.

12.4 User agrees that CFX may automatically update the credit or debit card information listed in User's Account, such as new account numbers and expiration dates, if received from User's financial institution.

12.5 Replenishment payments may be submitted through various payment methods including the CFX Customer Service Center or made in person at CFX authorized facilities and locations as determined from time to time by CFX. User may contact CFX through the Customer Service Channels for updated information on such methods and locations.

12.6 Check payments must be received at least three (3) business days before the balance in the User's Prepaid Account becomes insufficient to cover charges paid electronically by the User's Transponder. For additional details and locations, please contact CFX through the Customer Service Channels.

### **Section 13. Payment of Postpaid Account**

13.1 User accepts responsibility for payment of tolls by ensuring that a credit or debit card with a sufficient available balance is maintained in the Postpaid Account at all times. Use of any E-PASS lanes, designated or enabled, without a credit or debit card capable of accepting an appropriate charge, may result in termination of User's Postpaid Account in accordance with Section 14 of this Agreement.

13.2 A credit or debit 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 in good standing may result in the termination of User's Postpaid Account and an interruption in electronic payment using the User's Visitor Toll Pass<sup>®</sup>. This may result in the issuance of a UTC that may be issued pursuant to Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Parties' location.

13.3 Users are automatically opted in to allowing Visitor Toll Pass<sup>®</sup> as a payment option at an E-PASS facility or interoperable facility accepting Visitor Toll Pass<sup>®</sup> 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 will be charged directly to the credit or debit card linked to the Visitor Toll Pass<sup>®</sup> account.

13.4 User agrees that CFX may automatically update the credit or debit card information listed in User's Postpaid account, such as new account numbers and expiration dates, if received from User's financial institution.

### **Section 14. Voluntary or Involuntary Termination of User's CFX Transponder**

14.1 If User's CFX Transponder is terminated, either voluntarily or involuntarily, User shall immediately: (i) Cease using the CFX Transponder for electronic payment; (ii) Permanently remove any CFX Transponder from any vehicle that may travel on E-PASS enabled lanes or other states that accept CFX Transponders for electronic payment; and (iii) discontinue traveling on designated E-PASS Lanes and other E-PASS enabled lanes or other states that accept CFX Transponders for electronic payment.

14.2 Using a CFX Transponder while terminated may subject the User to toll violations and issuance of a UTC. All activity incurred during terminated status may be charged to the User's Account at the toll rate charged to customers paying by Pay-By-Plate rate or applicable rates at that particular location. No credits will be issued upon reactivating a terminated CFX Transponder(s).

14.3 If a User fails to remove a CFX Transponder from a vehicle following a voluntary or involuntary termination of User's 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.

14.4 If User's Account is closed, either voluntarily or involuntarily, all CFX Transponders listed on the User's Account will be terminated. User agrees to comply with the terms for voluntary or

involuntary termination of User's CFX Transponder(s) detailed in this Section of the 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 17 of this Agreement and any remaining balance owed will be the responsibility of the User for payment.

14.5 CFX may terminate User's Account at any time for any reason. Where a User's Account has been terminated, all CFX Transponders listed on the User's Account(s) will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Transponder(s) detailed in this Section 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 or supplies a credit or debit card with sufficient balance to process any appropriate charges for the remainder of the Agreement as described herein. No new Prepaid or Postpaid Account shall be open until all monies owed to CFX have been paid in full.

### **Section 15. Lost or Stolen CFX Transponder**

15.1 In the event the CFX Transponder is lost or stolen, User shall immediately update and change the CFX Transponder status to Lost/Deactivated through one of the CFX Customer Service Channels. All charges paid electronically using a lost or stolen CFX Transponder will continue to be reflected on the User's 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 CFX Transponder after CFX has received notification unless the vehicle that went through the toll facility had a license plate listed in the User's Account.

15.2 In the event that the User does not have any other CFX Transponder(s) or does not purchase a replacement CFX Transponder on the Prepaid or Postpaid Account, any remaining balance or amount owed may be refunded or charged to the last credit or debit card used in accordance with Section 17. Authorized or unauthorized use of the CFX Transponder in any vehicle registered to the User shall be chargeable to the User's Account until notification is made to CFX in accordance with this Agreement, and the license plate is removed from the User's Account.

15.3 If a CFX Transponder previously reported Lost/Stolen is reactivated, any unpaid charges recorded while the CFX Transponder was in a lost or stolen status will be charged to User's Account if CFX determines the usage was the result of the User's vehicle incurring the charges.

### **Section 16. Damaged or Malfunctioning CFX Transponders**

16.1 Damaged CFX Transponders are not covered by warranty. For purposes of this Agreement, damage is defined as the rendering of a CFX Transponder defective or inoperable due to tampering, abuse, improper use, defacement, or destruction, whether accidental or otherwise. Removal of or attempt to remove an E-PASS Sticker or Collegiate Pass Transponder from the vehicle windshield may also render those units as damaged and thereby useless.

16.2 In the event of failure or malfunction of any CFX Transponder, User must immediately discontinue use of the CFX Transponder and update the status to deactivated online at E-PASS website, through the Mobile App or by contacting the E-PASS Customer Service Center in accordance with Section 4.3 herein. Where failure or malfunction occurs, CFX Transponder shall be terminated and the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 14 of this Agreement shall apply.

16.3 Malfunctioning or defective CFX Transponders due to a manufacturing defect shall be replaced at no cost to User only when returned to CFX within the 90-day warranty period. Damaged CFX Transponders are not covered by warranty. User will contact CFX through one of the CFX Customer Service Channels to obtain current instructions for returning a malfunctioning CFX Transponder. Costs related to shipment of the CFX Transponder to CFX are the responsibility of the User. CFX may require delivery confirmation in the event the CFX Transponder is not received. User is responsible for any and all unpaid tolls and/or any UTC issued as a result of any attempt to use a malfunctioning and/or defective transponder to pay tolls.

#### **Section 17. Withdrawal of Prepaid Account Balance or Payment of Tolls Owed at Account Closure**

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

#### **Section 18. Dispute of Charges**

18.1 CFX must be notified of any disputes of charges appearing on User's Account within ninety (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 19. Miscellaneous Provisions**

19.1 User releases CFX, its officers, employees, or agents (collectively "CFX"), from all loss, damage, or injury whatsoever from the use or performance of any CFX Transponder. CFX shall not have any obligation or liability to the User with respect to the use or the performance of any CFX Transponders. The only relief available to the User shall be replacement by CFX of any defective or malfunctioning CFX Transponder in accordance with Section 16 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 the use of any CFX Transponder.

19.2 It is expressly understood and agreed that CFX may make charges against User's credit or debit card. User's providing credit or debit card information by any manner such as verbally,

written or electronic shall constitute User's contractual authorization and consent to CFX to make charges against User's credit or debit card for E-PASS charges, wherever incurred. User expressly understands and accepts that CFX shall not be liable to User for any financial costs resulting from these actions.

19.3 User acknowledges that CFX shall not be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenues, profits, or savings, incurred by User as a result of CFX's use of User's credit or debit card.

19.4 User acknowledges that CFX shall not be liable for any claims, demands, or actions against User by any person, corporation, or other legal entity resulting from the use of the CFX Transponder(s), including any costs incurred by User for any credit report inquiry, check authorization, and/or charges against User's credit card.

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

19.6 If for any reason User's Account 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.

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

19.8 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 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.

19.9 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 express written consent of CFX.

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

19.11 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.

19.12 CFX reserves the right to reject any request to open or service a User Account or to reject any request to issue any CFX Transponder.

19.13 CFX reserves the right to offset and/or charge amounts owed to CFX for usage of CFX transponders from funds in User's Account.

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

19.15 Questions regarding User's Account or transactions charged to User's Account should be directed to CFX through one of the CFX Customer Service Channels.

19.16 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 competent jurisdiction 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.

19.17 CFX Transponders may not be sold, bartered, exchanged or otherwise transferred without the express written consent of CFX. Any such sale, barter, exchange or transfer may render the CFX Transponder void and any privileges or rights associated with such CFX Transponder shall be terminated immediately.