

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



E-PASS Customer Agreement CFX Board Approved on October 9th, 2025

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E-PASS Customer Agreement

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Section 1. Defined Terms

1.1 This E-PASS Customer Agreement (“**Agreement**”) is entered into between you (“**User**”) and the Central Florida Expressway Authority (“**CFX**”), regarding the use of any CFX issued transponders (“**CFX Transponder(s)**”), including without limitation any of the following:

- (a) E-PASS® Portable Transponder (“**E-PASS Portable**”);
- (b) Visitor Toll Pass® (“**Visitor Toll Pass**”);
- (c) E-PASS® Bumper Transponder (“**Bumper**”);
- (d) E-PASS® Sticker Transponder (“**E-PASS Sticker**”);
- (e) E-PASS® Xtra Transponder (“**Xtra**”);
- (f) Collegiate Pass Transponders, including but not limited to GatorPass®, KnightPass® and NolePass® (the “**Collegiate Pass Transponder(s)**”);
- (g) UNI Transponder® (“**UNI**”); and
- (h) Collegiate UNI Transponders including but not limited to GatorPass®Uni, KnightPass® UNI, and NolePass® UNI (the “**Collegiate UNI(s)**”).

1.2 “**Portable Transponders**” shall include the E-PASS Portable, Visitor Toll Pass, Bumper, Xtra, Collegiate UNI, UNI, and any other transponder which utilizes an E-PASS® Portable Transponder.

1.3 “**Sticker Transponders**” shall include the E-PASS Sticker, Collegiate Pass Sticker Transponders, and any other transponder which utilizes an E-PASS Sticker Transponders.

1.4 This Agreement governs the use of all CFX Transponders on toll roads, bridges, parking and other facilities within the State of Florida and wherever CFX Transponders are accepted for payment, including without limitation within other states or tolling authorities with which CFX has entered into an interoperability agreement, reciprocity agreement, or some other agreement for the use of a CFX Transponder as payment (“**Interoperable Party**”).

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 without limitation:

- (a) Access via www.CFXway.com;



- (b) Access via www.EPASS.CFXway.com;
- (c) Access via www.visitortollpass.com;
- (d) Access through CFX's contact center services and IVR;
- (e) CFX's walk-in retail location;
- (f) Access via CFX's mobile applications also known as E-PASS Toll App or Visitor Toll Pass App;
- (g) By calling the E-PASS Customer Service Center at 1-800-353-7277;
- (h) By submitting an email to: E-PASS@CFXway.com;
- (i) By mail to CFX, P.O. Box 720218, Orlando, FL 32872;
- (j) In person by visiting the CFX Customer Service Center located at 525 South Magnolia Avenue, Orlando, FL 32801 during regular business hours; and
- (k) By such other means as may be provided by CFX in the future.

Section 2. Acknowledgement and Acceptance of Terms

2.1 User's opening of an EPASS account and/or use of any CFX Transponder constitutes User's acknowledgement and acceptance 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, EPASS.CFXWay.com, Visitortollpass.com, and/or the E-PASS Toll App & Visitor Toll Pass 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 as identified in Section 1.6 above. The terms for voluntary or involuntary closure of a User's Account, including notification, will be in accordance with Section 14 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 electronically paying for tolls and/or other services by use of a CFX Transponder at any Florida or Interoperable Party's location where CFX Transponders are accepted for payment.

3.2 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® 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, including without limitation Portable Transponders, must be listed within the User's Account. Vehicle license plates may only be actively assigned to one CFX Transponder and 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.

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 such as these, the User's Account may be identified using the vehicle's license plate and then charged accordingly.

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 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 above.

4.4 User shall notify CFX of any change in vehicle, vehicle registration, and/or vehicle license plate prior to using any tolling or other facility where payment CFX Transponder is accepted. 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, or the applicable laws of an Interoperable Party's jurisdiction. These remedies are in addition to any remedies available to CFX, and/or to any applicable Interoperable Party, under federal law, Florida common law, statutes, administrative rules, and this Agreement.

4.5 User has a further duty, in accordance with Section 322.19, Florida Statutes, to notify the State of Florida, Department of Highway Safety & Motor Vehicles ("DHSMV"), of any change in a name and/or any change of mailing address to a driver's license issued by the State of Florida within thirty (30) days, and, in accordance with Section 320.02, Florida Statutes, to notify the Motor Vehicle (Tag) Office of any change of mailing address within thirty (30) days. Any changes in such information 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. CFX does not assume, nor does it have, any responsibility to notify DHSMV or the Motor Vehicle (Tag) Office of any information, including without limitation changes in name and/or address, it receives from User.



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

5.1 User and the registered owner of a vehicle used on any toll facility is responsible and liable for any unpaid toll or any UTC issued as a result of User's CFX Transponder not being read by the receiving equipment in any toll or other facility accepting payment by CFX Transponder. 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 either the User or the owner of the motor vehicle involved of any liability for unpaid tolls under Section 316.1001, Florida Statutes, or the applicable laws in an Interoperable Party's jurisdiction.

5.2 Unless using a Postpaid User's Account as discussed in Sections 11 and 13 below, User is responsible for pre-paying all tolls. User may be subject to the Pay By Plate rates for tolls when the balance on the User's 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 Party's jurisdiction.

Section 6. CFX Transponder Licenses

6.1 User acknowledges that User's use of any CFX Transponder is a privilege that may be conditioned, limited, revoked, or otherwise restricted at any time for any reason by CFX at its sole discretion. CFX Transponders may only be used: **(a)** in compliance with the terms and conditions of this Agreement and any amendments hereto made in accordance with Section 2 above; and **(b)** at designated E-PASS Lanes, E-PASS enabled lanes, or any other facilities accepting payment by CFX Transponder for services inside or outside the State of Florida.

6.2 Whether paying electronically using a CFX Transponder or by any other payment method, User remains responsible for any toll payments, toll violations, and payments for any other services. Failure to collect payment electronically, even though User has a CFX Transponder, shall not release User of payment responsibility.

6.3 CFX Transponders are for the exclusive use of User, as a purchaser of the CFX Transponder, and those individuals driving vehicles registered to the User's Account, and User acknowledges and agrees not to sell, barter, exchange, or otherwise transfer any 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, Florida Statutes, and can only be obtained by persons outside of CFX or authorized law enforcement agencies by subpoena or court order, except that CFX may share certain User's Account information with operators of other tolling or other facilities accepting payment by CFX Transponder for payment, collection, and notice purposes without obtaining a subpoena or court order.

7.2 User acknowledges and agrees that the use of a CFX Transponder on the facility of any Interoperable Party shall make the User's Account Information subject to the privacy and disclosure of records laws applicable in that Interoperable Party's jurisdiction, including without limitation the User's Account information provided by CFX to Interoperable Parties for the purpose of toll payment, collection, and/or notice.

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 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® (VTP) Prepaid Accounts: Primarily for travelers arriving via participating locations who will be renting a vehicle during their stay. Only a single transponder may be linked to VTP account. Users are provided with a Visitor Toll Pass® Transponder to use



during their rental period. If the CFX Transponder is not returned at the end of the rental the User will be charged for the CFX Transponder. An initial deposit is required to obtain the Visitor Toll Pass. Users having a Visitor Toll Pass® (VTP) Prepaid Account are required to comply with the instructions provided when such account was opened.

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 (as identified in Section 1.6 above) or in materials provided to the User during account initiation. 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: a Pay By Plate invoice; additional charges and fees; the issuance of a UTC under Section 316.1001, Florida Statutes; and/or fines, citations, or penalties in accordance with the applicable laws of Interoperable Party's jurisdiction.

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, as identified in Section 1.6 above.

9.3 User accepts that sharing a CFX Transponder between multiple vehicles for electronic payment at the same time in the same location is prohibited.

9.4 Under no circumstance may a CFX Transponder, including Portable Transponders, be used in a vehicle that has not been registered by User as an authorized vehicle on 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.

9.5 Failure to pay a toll (whether by CFX Transponder or Pay By Plate) is a violation and may result in the issuance of a UTC and/or a registration hold. CFX takes a photographic image 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.

9.6 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 4.1 above. User acknowledges that they are 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.

9.7 User agrees that they 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.

9.8 User accepts that failure to either remove a CFX Transponder from a vehicle, remove a vehicle's license plates from the User's Account, or both, inclusive of any rental vehicles, may result in tolls charged to the User's Account for which User may be responsible.

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 User's Account. Trailer license plates may only be actively subscribed to one User's Account at a time. Each trailer license plate number and issuing state must be provided and updated as changes occur. Any updates should be provided through a CFX Customer Service Channel identified in Section 1.6 above.

10.2 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 User information on the User's Account.

Section 11. Prepaid and Postpaid Accounts

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

11.2 For both Prepaid and Postpaid User's Accounts, User is responsible for maintaining a working CFX Transponder at all times and required to contact CFX through a CFX Service Channel identified in Section 1.6 above 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 and/or suspension of User's driver license or vehicle registration.



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

11.4 For Postpaid User's 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 any applicable Interoperable Party's jurisdiction.

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 the User's Account. Where charges are paid using any other method and User's CFX 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. The manner in which receipts shall be submitted to CFX can be obtained through any of the CFX Customer Service Channels identified in Section 1.6 above. The amount of the credit will be at the electronic toll rate.

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.

11.7 For Prepaid User's Accounts where a User has requested or subscribed to receive monthly summary or detailed statements by mail, a mailing and processing fee will be deducted from User's Prepaid User's Account for each monthly summary or detailed statement of User's Prepaid User's Account delivered by mail. Statements printed directly from the website or the E-PASS Toll 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 (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. 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 User's Accounts only. An account is considered registered when the User has provided full contact information, including but not limited to: Name, Address, Telephone number, User Name, Password (User Name and Password applies to online registration only), PIN, Vehicle License Plate(s), and Driver's License Number 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 facility accepting payment by CFX Transponder, 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 the User's Prepaid Account. This feature will automatically replenish the User's Prepaid Account balance by a pre-set amount whenever the balance in the User's 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 the User's 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 account enrollment based on expected usage. CFX may periodically analyze account activity and adjust the replenishment amounts and replenishment thresholds of its Users at their discretion.

12.3 User's Account, once fully activated and validated, will automatically be opted into allowing payment by CFX Transponder as a payment option at certain participating facilities (e.g., airport parking, etc.) or other interoperable facilities accepting payment by CFX Transponder. In addition, Users accept that any such charge exceeding the current balance on the User's Prepaid Account will be charged directly to the credit or debit card linked to the User's Account.

12.4 User agrees that CFX may automatically update the credit or debit card information listed in the 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 CFX Transponder. For additional details and locations, please contact CFX through the Customer Service Channels indicated in Section 1.6 above.

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 electronic tolling lanes, designated or enabled, or of any other facility accepting payment by CFX Transponder 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, an interruption in electronic payment using the User's Visitor Toll Pass® and may ultimately result in the issuance of a UTC under Section 316.1001, Florida Statutes, or under the applicable laws of an Interoperable Party's jurisdiction.

13.3 Visitor Toll Pass® Accounts, once fully activated and validated, will automatically be opted into allowing Visitor Toll Pass® as a payment option at certain participating facilities (e.g., airport



parking, etc.) or other interoperable facility accepting Visitor Toll 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 will be charged directly to the credit or debit card linked to the Visitor Toll Pass® 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: **(a)** cease using the CFX Transponder for electronic payment; **(b)** 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 **(c)** 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 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 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.

14.4 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 from the date of notification to E-PASS 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 E-PASS Toll 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 Account Balance / Payments 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. CFX reserves the right to use any payment mechanism on file to charge for balances owed.

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. Use of CFX Transponders and Anti-Fraud Provisions

19.1 Authorized Use of CFX Transponder: The use of CFX Transponders is strictly limited to payment for tolls and other facilities that expressly accept CFX Transponders as a method of payment ("**Authorized Uses**"). Any use of a CFX Transponder for purposes other than the Authorized Uses, including but not limited to circumventing payment obligations or engaging in fraudulent activities, is strictly prohibited.

19.2 Prohibited Activities: Users are expressly prohibited from using CFX Transponder to: **(a)** avoid, evade, or circumvent any toll or facility payment obligations; and/or **(b)** engage in or facilitate fraudulent, unlawful, or malicious activity in connection with the use of CFX Transponder.

19.3 Anti-Fraud Measures: User agrees and acknowledges that CFX reserves the right to implement and enforce anti-fraud measures for any reason at its sole discretion. Such anti-fraud measures may include, without limitation: **(a)** additional account validation, account activation, and/or User identification verification requirements; **(b)** additional restrictions on interoperability; and/or **(c)** termination, cancellation, and/or involuntary closure of User's Account. Any suspected fraudulent use of a CFX Transponder may additionally be reported to the applicable law



enforcement authorities. More detailed information regarding CFX's anti-fraud measures, including their scope and applicability, may be found on www.EPASS.CFXway.com and www.CFXway.com.

Section 20. Miscellaneous Provisions

20.1 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. Nothing in this agreement may be construed as a waiver of CFX's sovereign immunity privileges, protections, or limits under Section 768.28, Florida Statutes.

20.2 It is expressly understood and agreed that CFX may make charges against User's credit or debit card. User's provision to CFX of any credit or debit card information by any manner (e.g., verbally, written, electronic, etc.) shall constitute User's contractual authorization and consent to CFX to make charges against User's credit or debit card for the use of any facility accepting payment by CFX Transponder by: **(a)** any vehicle assigned to the User's Account; and/or **(b)** any vehicle wherein a CFX Transponder assigned to the User's Account was detected. User expressly understands and accepts that CFX shall not be liable to User for any financial costs resulting from these actions.

20.3 User acknowledges that CFX shall not be liable for any incidental, indirect, special, or consequential damages, including without limitation loss of use, revenues, profits, or savings incurred by User as a result of CFX's use of User's credit or debit card.

20.4 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.

20.5 User accepts responsibility of all costs, including without limitation the associated costs and ramifications of a conviction related to any UTC, and any 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.

20.6 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.



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

20.8 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.

20.9 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.

20.10 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.

20.11 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.

20.12 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.

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

20.14 User accepts that by providing User's e-mail address and/or telephone number, User may receive information from CFX, its consultants, agents, or the operators of any facility accepting payment by CFX Transponder, including without limitation Interoperable Parties.

20.15 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 identified in Section 1.6 above.

20.16 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. Violations and/or unpaid charges occurring in an Interoperable State will be subject to the local laws of the jurisdiction in which the



violation occurred and/or charge was incurred. To the fullest extent permitted by law, both the User and CFX waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Agreement.

20.17 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.