

EZDriveMA

Terms & Conditions

(Effective as of October 28, 2016)

The Massachusetts Department of Transportation (“MassDOT”) establishes these terms and conditions that govern the use of the EZDriveMA system and require that all EZDriveMA account holders and users of EZDriveMA facilities adhere to these terms and conditions.

EZDriveMA is the cashless, automated system installed on or operating with respect to a MassDOT tolled facility, or at other MassDOT or MassDOT approved facilities, for the purpose of collecting tolls, fares, fees, fines, or other transactions as determined by MassDOT. The EZDriveMA system consists of E-ZPass MA and Pay by Plate MA (PBP).

If you are a customer with an E-ZPass account in good standing and the system detects a valid E-ZPass transponder, the appropriate toll will be automatically charged to your E-ZPass account. In all other instances a photo of your license plate is taken and either matched to a license plate on your E-ZPass or Pay by Plate MA account with the toll being charged and/or an invoice is issued to the account holder, registered vehicle owner, or responsible party.

You become an EZDriveMA customer by completing an E-ZPass MA or PBP account application, or by simply driving on a MassDOT toll roadway and receiving a PBP invoice in the mail.

The following terms and conditions supersede any previous terms and conditions. These terms and conditions, together with your application, if applicable, constitute the EZDriveMA Program Agreement. When you drive on a MassDOT toll roadway, or facility you agree to the following:

1) TERMS

- a) If any of the terms of this agreement are declared or found to be illegal, unenforceable or void, then MassDOT and the customer shall be relieved of all obligations under that term. The remainder of the agreement shall be enforced to the fullest extent permitted by law.
- b) You shall not assign the obligations or benefits of this agreement without the express written consent of MassDOT or the EZDriveMA Customer Service Center (CSC).
- c) You are advised and acknowledge that cameras are used in the EZDriveMA system for the purpose of toll collection and enforcement.
- d) You agree to obey all applicable federal and state laws and regulations governing the use and operation of MassDOT’s facilities and the EZDriveMA Programs. Failure to do so may result in fines and penalties and/or termination of your account.

2) E-ZPASS MA AND REGISTERED PBP MA ACCOUNTS

- a) MassDOT reserves the right to reject any E-ZPass MA or PBP application.
- b) You certify that all information contained in your application is true and accurate. You agree to immediately notify the CSC if any of the information contained in your application changes, including but not limited to, changes to address, payment information such as credit/debit card and bank account information, and vehicle and license plate information. Failure to do so may subject you to additional fees, fines and/or penalties.
- c) MassDOT may, at any time, suspend or terminate your E-ZPass MA or PBP MA account, and/or deactivate your E-ZPass transponder(s), if applicable, for violation of applicable laws, regulations, or these terms and conditions. You shall remain and be liable for payment of all fines, penalties, costs, fees, and any other monies owed pursuant to these terms and conditions and any applicable laws.
- d) You acknowledge and accept that you are required to maintain your E-ZPass MA and/or PBP MA account in good standing. Failure to do so may result in the issuance of a PBP Invoice and/or additional fees pursuant to the provisions of 700 CMR 7.00 et. seq and 700 CMR 11.00 et. seq.
- e) You authorize MassDOT to access and charge all tolls, fees, fines and other penalties associated with your participation in the EZDriveMA Program and associated use of an E-ZPass transponder, if applicable, to your account and to the credit/debit card, bank account, or other chosen method of payment for your account. The fee(s) authorized hereunder include, but are not limited to, transactional, administrative, periodic administrative (i.e. monthly, yearly, etc.), and any other type of fee(s), as may be set and assessed at MassDOT's discretion from time to time without prior written notice. Information relating to such fees and a current Fee Schedule may be obtained by contacting the CSC or online at www.EZDriveMA.com.
- f) If you have selected Automatic Account Replenishment as the payment method for your EZDriveMA account charges, you agree that you are responsible for providing the CSC with a valid credit/debit card or a banking account with sufficient funds.
- g) If you have selected Manual Account Replenishment as your payment method, you agree that you are responsible to maintain a positive balance in your account at all times.
- h) You acknowledge that if your prepaid balance falls to or below \$0.00, continued use of a MassDOT roadway will result in the issuance of a PBP Invoice to the registered vehicle owner or responsible party and may subject the registered vehicle owner to a higher toll rate and/or additional fees.
- i) You acknowledge that MassDOT may periodically review the activity in your E-ZPass MA or Registered PBP MA account and adjust your replenishment amount, if applicable, to more accurately reflect the average monthly charges and fees incurred by you.
- j) You acknowledge that your low balance threshold may also be increased or decreased if your automatic replenishment amount is adjusted and/or if you add or remove transponders from your account.
- k) You acknowledge and agree that MassDOT shall not pay any interest on any prepaid account balance.

l) You acknowledge and agree that you will be charged a fee for each returned check.

m) You agree that administrative fees may be charged to your account.

3) E-ZPass MA TRANSPONDER USAGE

a) You agree that the E-ZPass MA transponder(s) remains the property of MassDOT.

b) You agree to affix the E-ZPass transponder(s) on or in the vehicle(s) in accordance with the instructions provided. Failure to do so may subject you to additional fees and/or the issuance of a PBP Invoice, at the PBP toll rate that is established by MassDOT.

c) Two axle Commercial Vehicles, as defined in 700 CMR 7.02, operating through the Sumner Tunnel, Callahan Tunnel, and/or the Ted Williams Tunnel in Boston, shall be equipped with an E-ZPass MA device, as described within the provisions of 700 CMR 7.03, for the payment of the required toll in accordance with the appropriate vehicle classification contained in 700 CMR 7.03.

d) You acknowledge that in cases where your valid E-ZPass MA transponder is not read, an image of the vehicle's license plate is captured and the appropriate toll will be charged to your account based on the license plate information listed in your account. This may result in an Administrative Fee being charged to your E-ZPass account.

e) You acknowledge that in cases where your E-ZPass MA transponder is not valid, an image of the vehicle's license plate is captured and the appropriate toll will be invoiced to the registered vehicle owner or responsible party. This will result in a higher toll charge as well as possible additional fees being charged.

f) You agree to pay all costs associated with the use of the E-ZPass MA transponder(s) assigned to you.

g) MassDOT may enter into reciprocal agreements with other agencies. If your E-ZPass MA transponder(s) is used at any toll facility, parking facility or other facility accepting E-ZPass transponders as a payment mechanism, you agree that all charges incurred in connection with the use of your E-ZPass MA transponder(s) will be charged to your account, or to your credit card in accordance with Section 4 of these terms and conditions. You agree that you are responsible for all such charges.

h) PLEASE NOTE A REGISTERED PBP ACCOUNT IS NOT VALID FOR USE ON RECIPROCAL TOLL ROADS. REGISTERED PBP MA ACCOUNTS ARE ONLY VALID FOR USE ON MASSDOT TOLL ROADS

4) E-ZPass PLUS

MassDOT participates in a program that allows your E-ZPass MA transponder to be used for paying parking charges at certain parking facilities as well as other non-toll charges at other locations. The program, called E-ZPass Plus, allows customers whose accounts are auto-replenished by credit card to participate in the program. If you have chosen to replenish your E-ZPass MA account with a credit card, you may enroll in the E-ZPass Plus program by contacting the EZDriveMA Customer Service Center or by enrolling on-line. If your E-ZPass MA is used to incur these charges, the payment option associated with your E-ZPass MA account will be charged. If

you choose to enroll in the E-ZPass PLUS program, you acknowledge and agree to the release of your name and address to the E-ZPass Plus operator, if necessary for collection purposes.

- a) For charges under \$20.00 the payment will be deducted from your EZDriveMA account
- b) For charges \$20.00 or greater your credit/debit card on file will be charged for the full amount.

5) LOST/STOLEN AND DEFECTIVE E-ZPass MA TRANSPONDERS

- a) You agree that you will notify the CSC immediately if your transponder(s) is lost or stolen.
- b) You agree that you are responsible for any costs associated with any and all uses of the E-ZPass MA transponder(s) assigned to your account prior to such notification.
- c) Defective E-ZPass MA transponders must be brought or mailed to a CSC for testing and evaluation. At the discretion of MassDOT, defective E-ZPass MA transponders may be replaced free of charge. If the E-ZPass MA transponder shows signs of misuse or abuse you will be required to pay a transponder fee.

6) PAY BY PLATE INVOICE

- a) You agree that driving on a MassDOT toll roadway without an E-ZPass MA or Registered PBP account in good standing will result in an image of your license plate being taken and an invoice being issued to the registered vehicle owner or responsible party.
- b) You agree that failure to pay or appeal your PBP Invoice within the time period and in the manner described in 700 CMR 7.00 and/or 700 CMR 11.00 may result in additional fees, fines, and/or penalties, and the non-renewal of your driver's license and vehicle registration by the Registry of Motor Vehicles (RMV). This is in addition to any other legal action or remedy that may be available to MassDOT to recover such monies owed.

7) LEASE OR RENTAL VEHICLES

The registered owner of record of the motor vehicle is responsible for the payment of the tolls, fees, fines and/or penalties that MassDOT assesses with respect to the nonpayment of the toll. If, however, the registered owner of record is in the business of leasing or renting motor vehicles and provides to MassDOT by the Payment Due Date on the Pay By Plate invoice, a copy of a lease, rental or similar contract document indicating that the vehicle was leased or rented at the time of the toll transaction and the identity, address and driver's license information of the person entitled to possession is discernible from the document, in which case that person may be responsible for the payment of the fines or penalties that MassDOT assesses. MassDOT has no obligation or liability whatsoever in any rental or leasing agreement.

8) APPEALS

You agree to comply with the appeal requirements and processes as provided for in 700 CMR 7.00 and/or 700 CMR 11.00. Failure to do so may result in a denial of your appeal. Appeals must be in writing to the Customer Service Center, 27 Midstate Drive, Auburn, MA 01501, or on-line at www.EZDriveMA.com. MassDOT will investigate the appeal and will make a good faith determination of whether an adjustment is warranted. You agree

that the good faith determination of MassDOT or its representative with regard to your appeal shall be final and binding upon you.

9) DISCLAIMER

- a) MassDOT shall have no responsibility or liability to you for any loss, cost, expense or damage to you, any passengers or your vehicle, arising out of your failure to comply with any laws or regulations, or any terms and conditions of the EZDriveMA Program Agreement, or out of your misuse or abuse of an E-ZPass MA transponder, or failure to follow instructions for the use and operation of E-ZPass MA transponder(s).
- b) Under no circumstances shall MassDOT have any liability for any consequential, indirect, special, incidental, or punitive damages of any kind arising out of your participation in the EZDriveMA Programs.
- c) MassDOT makes no representations or warranties, express or implied, with respect to the merchantability or fitness for a particular purpose or any other reason with respect to E-ZPass MA transponders and/or EZDriveMA Programs.
- d) Except as otherwise specified herein, MassDOT shall have no liability or obligation of any kind what so ever arising out of your use of or the performance of the E-ZPass MA transponder, any defect or malfunction of an E-ZPass MA transponder or the failure or unavailability of the EZDriveMA system.
- e) You agree to indemnify, defend, and hold harmless MassDOT from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the EZDriveMA System.

10) COLLECTIONS/EXPENSES

- a) Unpaid balances due to MassDOT may be turned over to a collection agency for enforcement and collection activities along with any other legal action that MassDOT is authorized to pursue to recover such monies owed.
- b) You agree to pay MassDOT's costs, including attorneys' fees, required to enforce the terms and conditions of the EZDriveMA Programs and the collection of monies in connection with your use of the EZDriveMA system.

11) NON-DISCLOSURE

In accordance with the provisions of G.L. c. 6C, Section 13 (a), MassDOT shall maintain the confidentiality of all information including, but not limited to, photographs or other recorded images and credit and account data relative to account holders who participate in its electronic toll collection system. Such information shall not be a public record under clause Twenty-sixth of section 7 of chapter 4 or section 10 of chapter 66 and shall be used for enforcement purposes only with respect to toll collection regulations.

12) GOVERNING LAWS

The EZDriveMA Program shall be governed by the laws of the Commonwealth of Massachusetts. Any legal proceeding arising out of or under the EZDriveMA Program shall be brought in Superior Court, Suffolk County in Boston, Massachusetts.

13) TERMINATION/ACCOUNT CLOSURE

E-ZPass MA and Registered PBP MA account holders may close their account and terminate this agreement at any time by notifying the CSC in writing of their intent to close the account, paying any outstanding amounts due and returning your transponder(s) to the CSC, if applicable. Transponders should be returned in person or by first class prepaid mail. Transponders will remain the property of MassDOT under all circumstances. Upon termination of this agreement and return of your transponder(s), your account balance will be refunded to you. All outstanding charges will be deducted prior to refund.

14) MODIFICATIONS

MassDOT may change the “EZDriveMA Program Terms and Conditions” at any time by giving customers notice thereof. The terms and conditions shall become effective seven (7) days after such notice has been given. No written notice is required, and you hereby waive any requirement that written notice be provided. Such notice may be given through any means, including, but not limited to, advertising such notice in the media, posting such notice on message boards along MassDOT’s roadways, posting such notice on the MassDOT website, or otherwise, as determined by MassDOT. If you have provided an electronic mailing address to MassDOT with your application, you authorize that such notice may be provided by sending such notice to that electronic mail address, in MassDOT’s discretion.