



E-ZPass Personal Account Terms & Conditions

These terms and conditions, together with an Account Holder application, constitute an E-ZPass Personal Account Agreement. Please read and keep them for your records. By submitting an application to the Maine Turnpike Authority (* MTA*), or by using a Personal Account E-ZPass Tag issued by the MTA, the applicant agrees to the following:

GENERAL

Important: Account Holder is responsible for all tolls, fines for non-payment, administrative fees and other charges or violations incurred under any Tag issued to Account Holder's Personal Account or incurred by any vehicle bearing a license plate listed on Account Holder's Personal Account.

Personal Accounts are for Class 1 (2-axle, 4-tire maximum) vehicles only, except where noted. Vehicles used for commercial purposes cannot be included on an E-ZPass Personal Account.

Failure to obey rules and regulations of the Maine Turnpike Authority or to comply with this agreement may result in suspension or termination of your account and additional penalties. Obeying posted speed limits at toll plazas is one such rule. Failure to pay tolls may result in additional penalties provided by law.

YOUR E-ZPass ACCOUNT

1. Personal E-ZPass Accounts are available to individuals only and may not be transferred except by permission of MTA. If you operate a business vehicle, a vehicle used for a commercial purpose, or a vehicle for hire, you must open a Business Account.
2. Account Holder agrees to purchase an E-ZPass Tag at the current rate, plus applicable sales tax, and use the E-ZPass Tag in accordance with the terms and conditions of the account. The E-ZPass Tag may be returned in good working condition for a full refund of the purchase price within ninety (90) days of purchase. Please see Tag Cost and Fee Chart at www.ezpassmaineturnpike.com.
3. Account holders are limited to four E-ZPass Tags per account.
4. An Account Holder must provide and update license plate data for all vehicles on the account. E-ZPass Tags may be interchanged only among vehicles of the same class listed on the account.
5. The Maine Turnpike Authority does not pay interest on prepaid balances.
6. Account Holder certifies that all information contained in their E-ZPass Individual Account application is true and accurate. If any of the information contained in the application changes, Account Holder will notify the Maine Turnpike Authority E-ZPass Customer Service Center during normal business hours or update the information via our E-ZPass website. Changes requiring notification include changes to address, payment information, and license plates.
7. Statements for accounts are available by accessing your account online at www.ezpassmaineturnpike.com. The Account Holder may request monthly statements at a cost of \$2.00 per month for processing and handling.

PREPAID TOLLS AND ACCOUNT STATUS

8. E-ZPass Accounts require a minimum opening balance of \$20.00 per tag purchased. A higher opening balance may also be selected. Charges to all E-ZPass Tags in that account will be deducted from that same balance.
9. Account Holder agrees to maintain a balance sufficient to cover all tolls. If the prepaid account balance drops below \$0.60 per tag assigned to the account, the tags will be considered invalid for travel. Failure to maintain a sufficient balance is a violation of the terms and conditions of the E-ZPass Personal Account Agreement.

10. Accounts may be assessed an Administrative Fee for overdrawn balances in accordance with the Tag Cost and Fee Chart published at www.ezpassmaineturnpike.com.

E-ZPass TAG USE

11. Ownership of MTA E-ZPass Tags may not be transferred to another E-ZPass agency.
12. All E-ZPass Tags ordered by mail or online will be delivered by mail unless a request is made to pick them up in person at the Maine Turnpike E-ZPass Customer Service Center at 2360 Congress Street, Portland, Maine. E-ZPass Tags that are mailed become active for use forty eight (48) hours from issuance. You may also purchase a tag at the Maine Turnpike E-ZPass Customer Service Center at 2360 Congress Street, Portland, Maine, during regular business hours, which are subject to change but are currently Monday through Friday 8am – 6 pm. Tags purchased at the Service Center are valid for immediate use. E-ZPass Tags are not available for pick up at toll booths.
13. Account Holder agrees to mount and use the E-ZPass Tag in accordance with instructions received from MTA. Failure to mount a Tag properly may result in incorrect toll charges, violations, administrative fees, and/or fines.
14. Account Holder accepts responsibility for paying the full cash fare, as well as any applicable fines or administrative fees, if the E-ZPass Tag is not used in accordance with instructions or the terms and conditions of the Maine Turnpike Authority E-ZPass Personal Accounts.
15. The Maine Turnpike Authority has reciprocal agreements with other agencies from other states. Account Holder agrees that if an E-ZPass Tag issued to Account Holder's account is used at any facility accepting this E-ZPass Tag as a payment mechanism, all costs incurred in connection with the use of their E-ZPass Tag will be charged by MTA to their account, and Account Holder is responsible for all such charges.
16. Account Holder agrees to use the E-ZPass Tag for the payment of tolls for only one vehicle at a time while driving on the Maine Turnpike or the highways of any reciprocal agency.
17. Use of the E-ZPass Tag on the Maine Turnpike or at any reciprocal agency constitutes the Account Holder's agreement to comply with all of the rules, conditions, and rates established by MTA, or by the reciprocal agency for the use of Electronic Toll Collection.
18. An E-ZPass Tag may be used for occasional towing of trailers on Maine Turnpike facilities only. The towing vehicle must be a class 1 vehicle (2-axle, 4-tire maximum). The appropriate toll will be charged to the account balance. Please check with other E-ZPass Agencies before using a Maine E-ZPass tag while towing a trailer on toll highways other than the Maine Turnpike.

VOLUME DISCOUNTS

19. MTA will provide discounts for high volume users of the Maine Turnpike. Discount levels are set by the MTA Board of Directors and are subject to change. Current Volume Discount levels may be found at www.ezpassmaineturnpike.com. The month of a trip will be determined by the posting date.
20. An account must be valid and in good standing for the entire month to receive any discount. An account that has been suspended during any portion of a month will forfeit the discount for that month.
21. The Maine Turnpike Authority reserves the right to limit the number of transponders and/or license plates that are eligible for discounts.

PAYMENT METHODS

22. Available methods of payment are: cash, check, and most major credit cards.
23. Payment by check is subject to MTAs returned check policy. When an Account Holder pays with a check and the check is returned for any reason, the Maine Turnpike Authority may, in its sole discretion, electronically resubmit the check. A returned check fee will be charged to the Account Holder. At MTAs option, this fee may be deducted directly from the applicable bank account or assessed against the Account Holder's E-ZPass prepaid balance. Please see the Tag Cost and Fee Chart at www.ezpassmaineturnpike.com

PREPAID BALANCE REPLENISHMENT OPTION

24. Each Account Holder must replenish his or her account when the balance drops below the Low Balance Amount in accordance with Table 1 below, regardless of which replenishment option is selected.

TABLE 1: LOW BALANCE AMOUNT & MINIMUM REPLENISHMENT

| # of Tags in Account | Low Balance Amount | Minimum Replenishment |
|----------------------|--------------------|-----------------------|
| 1 | \$15 | \$20 |
| 2 | \$20 | \$40 |
| 3 | \$30 | \$40 |
| 4 | \$40 | \$40 |

AUTOMATIC REPLENISHMENT

25. Authorization from the Account Holder is required to enroll in and to terminate participation in the Automatic Replenishment Program. This may be done online or by signed written request.
26. Account Holder agrees to maintain a valid payment on file with the Maine Turnpike Authority if he or she is participating in the Automatic Replenishment Program.
27. By electing to participate in the Automatic Replenishment Program, Card Holder agrees that when the account balance drops below the dollar amounts listed in the Low Balance Amount in Table 1, Maine Turnpike Authority will charge the Account Holder's credit card account either for the minimum required replenishment level or for the higher optional amount selected by the Account Holder.

MANUAL REPLENISHMENT

28. Account Holder agrees to maintain an account balance sufficient to cover all tolls. A payment may be made in person at the MTA Customer Service Center during MTA business hours or by mail, by check, or by credit card online or by phone. To process manual cash and check payments may require 5 to 7 business days from receipt at MTA headquarters.

DISPUTES/REFUNDS

- All disputes and requests for toll credits must be presented in writing to the Maine Turnpike Authority within one-hundred-and-twenty (120) days of the disputed transaction. A full description of the issue should be forwarded to MTA at the address listed below. MTA may deny credit requests that lack justification.
- All refunds must be requested in writing. Refunds may not be issued to a credit card account other than the one used for the original payment..
- Refunds will be issued within thirty (30) days after approval.

ACCOUNT SUSPENSION / TERMINATION / CLOSURE

- The Maine Turnpike Authority reserves the right to deactivate any *E-ZPass* Tag or Account at any time.
- Account Holder's *E-ZPass* Account may be suspended by the Maine Turnpike Authority for violation of the terms and conditions. All past due tolls and/or fees must be paid to reactivate the Account. Use of an *E-ZPass* Tag on a suspended Account will result in Account closure and Account Holder may be subject to civil penalties and/or criminal prosecution for toll evasion.
- Account Holder may voluntarily suspend their Account by notifying the Maine Turnpike Authority in writing. A request to reactivate the account must also be in writing.
- Account Holder may close his or her account by notifying Maine Turnpike Authority in writing.

DEFECTIVE OR LOST/STOLEN *E-ZPass* TAGS

- Defective *E-ZPass* Tags must be delivered or sent to the Maine Turnpike Authority Customer Service Center for testing and evaluation. Defective *E-ZPass* Tags will be replaced free of charge if the failure occurs within three years of issue date. If the *E-ZPass* Tags show signs of misuse or abuse, the Account Holder must purchase a replacement.
- Lost or Stolen *E-ZPass* Tags must be reported to the Maine Turnpike Authority Customer Service Center immediately. The Account Holder is responsible for all charges prior to reporting the *E-ZPass* Tag lost or stolen. The Account Holder is responsible to purchase a replacement.

DISCLAIMER

- Maine Turnpike Authority will have no obligation or liability to the Account Holder with respect to the use or the performance of the *E-ZPass* Tag. Account Holder agrees to indemnify the Maine Turnpike Authority and hold the Maine Turnpike Authority harmless from and against all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or the performance of the *E-ZPass* Tag.
- Maine Turnpike Authority has not made and expressly disclaims any representation or warranty, expressed or implied, relating to the *E-ZPass* Tag including, without any limitation, any expressed or implied warranty of merchantability, fitness for a particular purpose, or conformity to models or samples.

COLLECTION EXPENSES

- Account Holder agrees to pay the costs of the Maine Turnpike Authority, including attorney's fees, required to enforce terms and conditions of the Personal Account Program and the collection of money owed for use of the Account Holder's *E-ZPass* Tags.

MODIFICATIONS

- The Maine Turnpike Authority reserves the right to change these terms and conditions at any time upon reasonable notice.

PRIVACY POLICY

The Maine Turnpike Authority is committed to protecting the privacy of its patrons. Any information regarding the name, address or travel patterns of Maine Turnpike patrons is declared confidential by Maine State Law. The Maine Turnpike Authority will use this information only

for the purposes of toll collection and we will not provide this information to the general public or sell it to a sales and marketing organization. If you have any questions regarding our Privacy Policy please call our Maine Turnpike *E-ZPass* Customer Service Center.

INQUIRIES AND CORRESPONDENCE

Please send all correspondence, applications, payments and *E-ZPass* tag returns to:

Maine Turnpike Authority
Attn: E-ZPASS Customer Service Center
PO BOX 3858
Portland, ME 04104

You may call or visit our Maine Turnpike *E-ZPass* Customer Service Center at:

2360 Congress Street
Portland, ME 04102
(1-888-682-7277)

You may also make payments and changes to your account by visiting our website at: www.ezpassmaineturnpike.com.