

Application and License Agreement

Effective 7/1/15

Please read this Application and License Agreement carefully. By opening a FasTrak® account and using the FasTrak® Toll Tag or FasTrak® Flex Toll Tag, you agree to the following terms:

General: This FasTrak® License Agreement ("Agreement") with the Bay Area Toll Authority ("BATA") and the Golden Gate Bridge, Highway and Transportation District ("District"), collectively referred to in this Application and License Agreement as "the Agencies," allows you to use the FasTrak® or FasTrak® Flex Toll Tag through toll lanes of the State-owned toll bridges in the Bay Area (Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland Bay, San Mateo-Hayward bridges), the Golden Gate Bridge, the Bay Area Express Lanes, and FasTrak® authorized parking facilities. Unless otherwise specified, FasTrak® and FasTrak® Flex Toll Tags are commonly referred to in this Agreement as Toll Tags. This Agreement accompanies and is part of each FasTrak® Application. Your submission of a FasTrak® Application constitutes your acknowledgement and consent to the terms of this Agreement. This Agreement is a license only and the Toll Tag remains the property of BATA. FasTrak® will not issue a Toll Tag to any applicant until any and all outstanding toll violations of that applicant have been paid and any and all other Bay Area FasTrak® account balances are settled.

You agree to:

- Pay all the tolls charged to your FasTrak® account.
- Install and use the Toll Tag in accordance with instructions provided to you in your Toll Tag package.
- Obey all applicable laws, regulations, ordinances, and policies relating to the State-owned toll bridges, the Golden Gate Bridge, Bay Area Express Lanes and all other FasTrak® facilities while observing posted speed limits on all FasTrak® toll facilities.
- Set the self-declaration switch on your FasTrak® Flex Toll Tag in accordance with applicable laws, regulations, ordinances and policies prior to traveling on the Bay Area Express Lanes.
- Promptly review your statement and notify the FasTrak® Customer Service Center of any questions regarding charges. Charges not questioned within 30 days of notice will be deemed valid.

Report any changes to your name, mailing address, telephone number, vehicles, license plate numbers, and, if applicable, credit card number and expiration date when that new information is first known. (See contact information below). However, where a credit card number is associated with your account, the FasTrak® Customer Service Center will attempt to obtain an updated expiration date from BATA's credit card processing contractor before the credit card expires. If the attempt fails, you will be notified at the address listed on your account and requested to provide the updated expiration date. You remain liable for all tolls charged to the vehicle on your account until you have notified the Customer Service Center of any changes in vehicle ownership.

Interoperability with FasTrak® System: Your Toll Tag may be used to pay tolls on any Toll Facility bearing the FasTrak® logo, which presently includes the SR-241, SR-133, SR-73, SR-91, I-15, I-10, I-110, SR-125, Golden Gate Bridge, the seven State-owned toll bridges, and the Bay Area Express Lanes. If you drive on any FasTrak® Toll Facility in a vehicle with your Toll Tag, your Toll Tag will be read by that Toll Facility's electronic toll equipment, and a record of your transaction will be created. These tolls will be charged to your account in accordance with the rules, regulations and procedures of that FasTrak® Toll Facility. It is your responsibility to be aware of and comply with such rules, regulations, and procedures. If you use your Toll Tag on a FasTrak® Toll Facility, you agree to pay the tolls charged by that FasTrak® Toll Facility, whether billed by one of the Agencies or any other FasTrak® Toll Facility. You agree that the Agencies may share with the operator of such FasTrak® Toll Facility and its agents any information contained in this Application and License Agreement for purposes of processing and collecting tolls or penalties, and enforcing Agency policies.

Toll Tag Use at Eligible Parking Facilities: Your Toll Tag may also be used to pay parking fees at eligible parking facilities provided that you have not opted-out of the parking program and you have provided a valid credit card for your FasTrak® account.

Minimum Account Balances, Fees and Charges

You agree to maintain your prepaid toll account balance as described in this Agreement.

- If you select the credit card option, your account will be charged an initial prepaid balance of \$25 per Toll Tag. In addition, you authorize BATA to replenish your account by charging a minimum of \$25 or the higher average monthly usage to your credit card each time your toll account balance falls below your replenishment threshold (initially \$15).
- If you select the cash or check option, you agree to make a prepayment of \$50 per Toll Tag. In addition, you agree to make a minimum cash or check payment of \$40 each time your toll account balance falls below your replenishment threshold (initially \$30). You agree that such payment will be received by the Customer Service Center prior to your account reaching a zero balance.
- You agree that your replenishment amount and replenishment threshold are both subject to change based on your average monthly usage.
- If you select the credit card option, unless you opt out during the enrollment process, you are automatically opted-in to use your Toll Tag to pay parking fees at eligible parking facilities. Parking fees less than or equal to \$10 will be paid from your prepaid balance. You authorize BATA to charge your credit card for parking fees greater than \$10. If you select the cash or check option, you are not eligible to use your Toll Tag to pay for parking fees. You may opt-out of the parking program at any time by contacting the FasTrak® Customer Service Center at www.bayareafastrak.org and updating your account information.
- You agree that a \$25 fee may be charged to your account for checks returned by your bank or financial institution.
- You agree that BATA may charge a fee for providing extra statements. Please see our website for current fee amounts.
- You agree to waive all interest or benefits, if any that may accrue on any prepaid balances or Toll Tag deposits.
- Failure to maintain the required balance or properly maintain your account will result in transactions being processed as violations that are subject to fees, fines and penalties as provided by law. In addition, failure to maintain the required balance or properly maintain your account may result in closure of your account and, in the case of negative account balance, may result in collection actions for any unpaid balance.

Toll Tags:

- In addition to any prepaid account balance(s), you agree to pay a \$20 deposit for each Toll Tag licensed to you. BATA will refund the deposit without interest if you return the Toll Tag(s) in good working condition. No deposit shall be required for the first three Toll Tags issued to a credit card account. If you choose the credit card payment option, you agree that BATA may charge your credit card for the amount of the Toll Tag deposit(s) for each Toll Tag(s) not returned in good working condition.
- If a Toll Tag fails to operate for reasons other than abuse or improper use and is returned to the FasTrak® Customer Service Center, we will replace that Toll Tag at no charge.
- If a Toll Tag is lost or stolen, please call the FasTrak® Customer Service Center immediately by telephone at (877) 229-8655. You remain liable for all tolls charged to your Toll Tag until you have notified the Customer Service Center that your Toll Tag has been lost or stolen. In addition, you will be charged \$20 for each Toll Tag entrusted to your possession that has been stolen unless an official police report is provided.
- If you purchased your Toll Tag from a retail store, you agree that \$20 will be held as a deposit and the remaining balance of your purchase price will be available as prepaid tolls until the Toll Tag is registered. Upon registration using a credit card, the \$20 deposit will be applied to your prepaid toll balance. If registration is by cash/check, the \$20 will remain as a deposit. If you do not register your Toll Tag within seven (7) business days from first use, or if your prepaid toll balance becomes negative, the Toll Tag will become invalid/inactive and your tag deposit will be forfeited. Using an invalid/inactive Toll Tag will result in transactions being processed as violations that are subject to fees, fines and penalties as provided by law.

Termination: The Agencies may terminate this Agreement at any time and for any reason. If the Agencies request, or if you wish to terminate this Agreement, you must return all of the issued Toll Tag(s) to the FasTrak® Customer Service Center. Upon termination and your return of your Toll Tag(s), your toll account balance and Toll Tag deposit(s) (if paid in advance) will be refunded to you within thirty (30) days without interest by check or credit card, less any amounts owed to the Agencies, Bay Area Express Lanes Facilities, or other FasTrak® Toll Facility or parking facility. Following any termination, you remain responsible for payments owed under this Agreement. If your toll account balance is insufficient to cover outstanding charges, you will remain liable for all such amounts. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines, or penalties, in accordance with applicable law and you may be subject to collection actions for any unpaid balance.

Changes: The Agencies reserve the right to change the terms of this Agreement and these policies at any time by providing written notice on the FasTrak® website at www.bayareafastrak.org. You will be deemed to have received such notice thirty (30) days after posting of that notice on the FasTrak® website. You agree to all changes when you use your Toll Tag after that date.

Release and Indemnity: You hereby release the Agencies and their directors, commissioners, officers, employees and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Toll Tag(s) issued to you. You agree that neither the Agencies nor their directors, officers, employees nor agents will incur any obligation or liability for any such loss, damage or injury. Your sole and exclusive remedy against the Agencies will be replacement of any defective Toll Tag(s). You agree to indemnify, protect, and hold harmless the Agencies and their directors, commissioners, officers, employees, and agents from all liability for any loss, damage or injury to persons or property arising from or related to the use of the Toll Tag(s) issued to you.

Failure to Comply with any portion of this Agreement may result in your transactions being processed as violations under California Vehicle Code Section 40250 et seq. and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties, and unpaid violations may be referred to collection or result in the DMV withholding your vehicle registrations, as provided by law. BATA and the District reserve the right to debit your account for unpaid violations including fees and fines.

Personal Information Notice: Agencies' treatment of personally identifiable information is described in the Privacy Policy available at www.bayareafastrak.org and is consistent with Federal and State laws governing an individual's rights to privacy. Your disclosure of personally identifiable information related to this program is voluntary. Failure to provide the information requested may result in delays in the processing of your enrollment application or in providing updated account information. Personally identifiable information provided by you and any data developed as a byproduct of your use of the electronic toll collection program will not be made available to third parties except as described in our Privacy Policy. You retain the right to inspect all personally identifiable information pertaining to your account. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the FasTrak® Customer Service Center, along with your name, address, and account number.

Governing Law: This Agreement shall be interpreted in accordance with the laws of the State of California. If any term of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining term.

Communications: Please address all inquiries and notices to:

FasTrak® Customer Service Center, P.O. Box 26926, San Francisco, CA 94126

Telephone: 1-877-BAY-TOLL (1-877-229-8655), Outside California: 1-415-486-8655, Fax: 1-415-956-1663, TDD/TTY: 1-415-486-2492, Website: www.bayareafastrak.org