

I-PASS AGREEMENT

I-PASS Terms and Conditions

The Illinois State Toll Highway Authority (Tollway) will provide patrons who establish an I-PASS account with a transponder. By establishing an I-PASS account, you agree to the terms and conditions stated below.

1. You agree to:

- a. **Obey all applicable laws.** The registered owner of a vehicle cited by the Illinois State Police for traffic violations that pose a significant public safety risk occurring within half a mile prior to a toll collection point, at a toll collection point, or within half a mile beyond a toll collection point may be suspended from Tollway programs, including I-PASS, for a period of 180 days.
- b. **Allow the Tollway to use the payment method listed in your I-PASS account to pay tolls, and any associated fees, fines or penalties, posted to your account.**
- c. **Keep your account adequately funded.** If your I-PASS account balance falls below \$0 you may receive an invoice or violation notice for unpaid tolls due at the Pay Online rate plus additional fees, fines, penalties, suspension of your I-PASS account and/or suspension of your vehicle registration.
- d. **Accept a rebuttable presumption that your I-PASS account balance is correct** in the Tollway's electronic records.
- e. **Correctly mount and use your transponder in accordance with instructions provided by the Tollway.** Failure to correctly mount your transponder may subject you to invoices, associated fees, toll violation fines, suspension of your I-PASS account and/or suspension of your vehicle registration.
- f. **Keep your vehicle information current.** Vehicle information includes license plate number, license plate type, and license plate state or jurisdiction.
- g. **Promptly notify the Tollway of changes** in your account name, payment,

information, email address, mailing address, and/or any other information required to keep your I-PASS account in good standing or that you provided the Tollway. Failure to provide and maintain accurate account information shall be grounds for suspension or termination of your account.

- h. **Receive by email information relating to your I-PASS account and the Tollway.** The Tollway will not sell or distribute your email address except as required by law.
- i. **Agree to defend, indemnify and hold the Tollway harmless from and against all claims, causes of action, damage and liability arising out of or relating, in any way, to your I-PASS account.**

Tolls, Payments and Charges

- 2. **A fee equal to the toll charged by the Tollway,** based upon the toll plaza schedule for I-PASS account users, will be deducted from your I-PASS account balance each time your transponder or a vehicle registered to your I-PASS account is used on the Illinois Tollway.
- 3. **Use of your I-PASS account on other tolled roadways.** If you use your I-PASS account on tolled roadways (other than the Illinois Tollway) that accept I-PASS, charges will be posted to your I-PASS account based on the applicable rates, laws, and regulations governing those roadways.
- 4. **Video Tolls:** If your transponder is not in the vehicle or payment of a toll is not registered for some other reason and if the vehicle's license plate state, plate number, and plate type is accurately listed in your account, the toll transaction will be posted to your I-PASS account as a video toll (v-toll). Customers are allowed up to five (5) v-tolls per month, per license plate, on the Illinois Tollway, which v-tolls will be charged at the I-PASS rate. Any additional v-tolls during that month will be charged at the Pay Online rate. If a vehicle's license plate state, plate number and plate type is not accurately listed in your I-PASS account, a toll transaction will be treated as an unpaid toll due at the Pay Online rate and may result in issuance of an invoice or violation

notice with additional fees, fines or penalties.

5. **Your I-PASS account carries a single account balance (Shared Balance) applicable to tolls charged to any vehicle or transponder registered to your account.** I-PASS customers must maintain a balance amount sufficient to cover any charges that may be posted to the account.
6. **Your I-PASS account balance must be maintained** by one of the following procedures:
Automatic I-PASS account replenishment. You agree that when your I-PASS account balance falls below the threshold balance amount, the payment method you have on file with the Tollway will automatically be charged either the default \$4 minimum replenishment amount or the replenishment amount you have designated for your I-PASS account.

It is your responsibility to ensure that your payment information is current.

- If your payment card issuer allows, the Tollway may obtain any new expiration dates, any new account numbers and renewal information from your credit card account and use this information to update and replenish your I-PASS account.
- If your payment is disputed or rejected, the Tollway will deduct the corresponding credit for the payment from your account.

All other I-PASS account replenishments must be made by you using one of the following methods:

- Online at www.illinoistollway.com.
- The Official Illinois Tollway App
- Telephone [1-800-UC-IPASS](tel:1-800-UC-IPASS) (1-800-824- 7277 TOLL FREE)
- TTY: 888-460-5111
- Illinois Tollway Customer Service Centers.
- I-Pay Cash retail walk-in locations
- I-PASS Gift Card, which may be redeemed online, in person or by phone.
- Mailing a check made payable to:

I-PASS, P.O. Box 1412, Downers Grove, IL 60515-1412.

- If any check written to make a payment on an I-PASS account is returned to the Tollway unpaid, the Tollway will assess a \$25 non-sufficient funds (NSF) administrative fee.
 - Any other Tollway authorized form of payment.
7. **A transponder security deposit, payable to the Illinois Tollway, is required for each non-sticker tag transponder.** For standard I-PASS accounts, the security deposit for each non-sticker transponder is \$10. (See Tollway website for security deposits associated with other account types.) The deposit shall be refunded to your account if you return the non-sticker transponder in good working condition. If your non-sticker transponder is reported lost or stolen or is altered, damaged, defaced or not returned, your deposit will be forfeited. **Security deposits are required for non-sticker tag transponders. All transponders are property of the Tollway.**
 8. **If your I-PASS transponder is lost or stolen, you must notify the Tollway immediately.** You are responsible for all charges posted to your I-PASS account before you notify the Tollway that your transponder has been lost or stolen.
 9. **If your I-PASS transponder malfunctions or otherwise becomes inoperable during ordinary use,** the Tollway will replace the transponder at no charge. However, the Tollway will charge a security deposit for a replacement, non-sticker tag transponder.
 10. Interest will not be paid on prepaid account balances or deposits.

Suspension and Termination

11. **The Tollway may terminate your I-PASS account at any time and for any reason.** You may do so as well. If your account is terminated, the Tollway will refund any amount in your I-PASS account remaining after costs and fees have been paid. If your I-PASS account is terminated, the Tollway will send you a Notice of Termination using the last mail or electronic address you provided to the Tollway. The Notice will state the reason(s) for the termination and may give you an opportunity to resolve within the

stated amount of time. If your account is terminated, you agree to return your non-sticker transponder(s) within the time specified in the Notice to a Tollway Center. Upon termination, the customer should discontinue use.

If you request that the Tollway close your I-PASS account, the Tollway will do so. However, the Tollway will not immediately close your account. Your I-PASS account may remain open, in Pending to Close status, for up to 30 days after your request to allow the Tollway to process any unpaid toll transactions relating to your account.

If upon closure of your I-PASS account, if you have a remaining balance and the Tollway cannot reach you, the Tollway is required to process a dormant account (and any unclaimed property) in accordance with state law applicable to the account holder.

12. **Your I-PASS account may be suspended** based upon outstanding tolls, invoices or violations, failure to pay administrative fees or a violation of Section 1.a of these Terms and Conditions.
13. **I-PASS account suspension means** that you may not use your transponder while your I-PASS account is suspended, and any unpaid tolls may result in additional fees, fines, or penalties.

Disputes

14. **All disputes involving your I-PASS account, your I-PASS transponder, or the Tollway's electronic toll collection system must be in writing to the Tollway Customer Service Center**, at the address listed below, within 180 of notice of transaction posting to your I-PASS account. You agree that the date transactions and charges are posted to your I-PASS account constitutes notice to you of tolls, fees and charges in your account.

Illinois Tollway Customer Service Center
2700 Ogden Ave.
Downers Grove, Illinois 60515

Miscellaneous

15. **Illinois law shall govern this Agreement.** Venue for any disputes arising in connection with an I-PASS account or transponder shall lie in the Circuit Court of DuPage County, Illinois.
16. **If any of these Term and Conditions are held invalid, all other Terms and Conditions shall remain in full force and effect.**
17. **The Tollway may change these I-PASS Terms and Conditions at any time** by sending you an email using the email address you included in your I-PASS account or by posting a copy of new I-PASS Terms and Conditions on the Tollway website and at the Tollway Customer Service Center. Use of your I-PASS account beginning 10 days after the Tollway sends such email or makes such postings shall constitute your agreement to the new Terms and Conditions. If you want a written copy of any new Terms and Conditions, you must notify the Tollway in writing and provide a current mailing address or request a copy while in-person at the Tollway Customer Service Center.
18. **The Tollway disclaims any representation or warranty**, express or implied, including without limitation, any implied or expressed warranty of merchantability or fitness for a particular purpose, with respect to your I-PASS transponder.
19. **Text Messaging:** If applicable, and if you have agreed to accept text messages, you agree to receive, via text, certain automated notifications regarding details about your I-PASS account, including but not limited to, charges to your account, payment method status updates (such as pending credit card expirations or declines), and other pertinent information regarding your account. At no time will the Tollway send private details regarding your I-PASS account, such as a payment card number, via text.