

Pay By Plate Terms and Conditions

How Pay By Plate Works: The Illinois State Toll Highway Authority's (Tollway) Pay By Plate program allows customers to pay tolls by establishing a Pay By Plate Account and registering the license plate number, state or province of license plate and license plate type. Multiple license plates may be registered to the same Pay By Plate account.

By signing up for a Pay By Plate account, the customer agrees to the terms and conditions stated below.

Where Pay By Plate Is Accepted: Pay By Plate is accepted on the Illinois Tollway. Pay By Plate also is accepted on other tolled roadways, and those roadways are listed on the Tollway's website.

Toll rate: Usage on the Illinois Tollway is charged at the Pay Online rate based on the number of vehicle axles and time of day. If the registered license plate is used on a tolled roadway that is not owned by the Tollway, charges will be posted to a **Pay By Plate** account based on the applicable rates, laws, and regulations governing those roadways.

Toll Charges: After a toll is incurred, the Illinois Tollway will post applicable toll charges to the Pay By Plate account and charge the payment method on file.

Responsibility for tolls: By registering a license plate to your account you are agreeing to pay for all toll charges incurred by that plate, regardless of who is driving.

Accurate license plate information: Customer agrees to maintain current and accurate license plate(s) and other information on the Pay By Plate account. Failure to correctly register a vehicle license plate on your Pay By Plate account may result in the issuance of invoices and responsibility for invoice fees and/or fines and penalties.

Valid Payment Method Required: When establishing a Pay By Plate account, customers are required to provide a valid payment method acceptable to the Tollway to ensure timely payment of tolls posted to the account. It is your responsibility to ensure that your payment information, including expiration date, 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 your Pay By Plate account. By providing payment information to the Tollway you authorize the Tollway to use the payment method for paying tolls posted to the Pay By Plate account.

Failure to correctly register a valid payment method on a Pay by Plate account may result in the issuance of invoices and the assessment of invoice fees and/or fines and penalties.

Valid Email Address: Your Pay By Plate account requires a valid email address. You agree to receive, by email, information relating to your account and to maintain a valid email address on your account. At no time will the Tollway send private details regarding your Pay By Plate account, such as a payment card number, via email.

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 Pay By Plate 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 Pay By Plate account, such as a payment card number, via text.

Closed Or Terminated: Your Pay By Plate account may be closed/terminated if it is not maintained in accordance with all applicable rules, including if:

1. You fail to register a valid payment method within 60 days of notification.
2. The Tollway receives multiple credit or debit card disputes that result in the reversal of payments.
3. The Pay By Plate account is inactive (no toll activity) for more than one (1) year after the last posted transaction.

Online access: Current Pay By Plate account information is available online at www.illinoistollway.com or by using the Official Illinois Tollway App.

Unauthorized Access Notification: You agree to immediately notify the Tollway of any unauthorized access to or use of your account or any other breach of security. Your failure to provide such notice shall constitute a waiver of your right to contest any tolls, fees, fines or penalties incurred because of the unauthorized access or breach.

Reminders, Disclaimers and Additional Terms and Conditions

1. While driving, you are required to obey all applicable laws, policies, and regulations, including posted speed limits.
2. 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 the Pay By Plate program, for a period of 180 days.

3. Nothing in these Pay By Plate Terms and Conditions releases you from liability for fees or fines resulting from your failure to abide by Illinois state laws, rules and regulations.
4. Illinois law, without regard to conflicts of law principles, shall govern the Tollway's Pay By Plate program.
5. Venue for any disputes arising in connection with your Pay By Plate account shall lie solely and exclusively in the Circuit Court of DuPage County, Illinois or the United State District Court for the Northern District of Illinois, Eastern Division.
6. If any provision of these Pay By Plate Terms and Conditions is held invalid, such invalidity shall not affect the validity of the remaining provisions.
7. Operating a cell phone or any other device while driving is dangerous. Do not access www.illinoistollway.com, SMS text messages, a Pay By Plate account, or use your mobile or any similar device while operating a vehicle. You agree to defend, indemnify and hold the Tollway harmless from any and all claims, causes of action, damage and liability for any harm, loss or injury arising out of or relating, in any way, to your Pay By Plate account or the Pay By Plate program, , regardless of who is using your account or operating a vehicle at the time of an incident that gives rise to a claim, cause of action, damage or liability.
8. **The Tollway may change these Pay By Plate Terms and Conditions at any time** by sending you an email using the email address you included in your Pay By Plate account or by posting a copy of new Pay By Plate Terms and Conditions on the Tollway website and at the Tollway Customer Service Center. Use of your Pay By Plate 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.