

MARYLAND MOTOR TRUCK ASSOCIATION, INC.
MMTA E-Z Pass Business Account Terms and Conditions

These terms and conditions, together with your completed application, constitute your MMTA E-Z Pass Agreement. Please read these terms and conditions and keep a copy for your records. When you open your Account, and upon the first use of any Transponder, you agree to the following:

Terms

Failure to comply with this Agreement may result in termination of your Account. Failure to pay tolls may result in administrative fees and additional penalties, as provided by law.

MMTA Membership

You must be a member of Maryland Motor Truck Association in good standing or a member of an affiliated association to participate in the Program.

Transponder Use

a) You may use your Transponder(s) only on the vehicle(s) specifically listed on the application for MMTA E-Z Pass use.

b) You must approach and pass through dedicated E-Z Pass toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your MMTA E-Z Pass Transponder(s) and privileges.

c) You must come to a complete stop at staffed tollbooths and only proceed on a green signal unless otherwise directed, even if your vehicle is equipped with a Transponder.

d) You must comply with all applicable traffic laws, regulations, signs, signals, and directions of toll collectors or law enforcement officers.

e) You may not assign the obligations or benefits of this Agreement to anyone else.

f) Your application, along with your remittance of any advance payments due in compliance with these Terms and Conditions, establishes your MMTA E-Z Pass Account. When you use your Transponder at any E-Z Pass facility, you authorize MMTA to debit your MMTA E-Z Pass Account for such use.

g) If you use your Transponder at other E-Z Pass facilities, you are subject to the laws and regulations governing such use.

Your Account

Your MMTA E-Z Pass Account may consist of the purchase of Transponders and an advance toll payment as follows:

a) **Transponder purchase.** You must purchase interior Transponders at a cost of \$24.60 and/or license plate Transponders at a cost of \$31.70 and/or roofmounted Transponders at a cost of \$30.00 each. Prices are subject to change.

b) **Advance payment.** You must maintain an advance toll payment with MMTA to cover applicable toll charges on your MMTA E-Z Pass Account. Tolls are deducted from your Account each time the MMTA E-Z Pass Transponder is used. MMTA will also deduct applicable administrative fees incurred under this Agreement.

c) **Account balances.** No interest will be paid on balances in your Account.

d) **Discount rates.** MMTA reserves the right to modify the discount

rates. You will be notified of any scheduled change in the discount rate. You may reject the change by terminating your Account in accordance with these Terms and Conditions. If you utilize any Transponder after the effective date of the change, you will signify your agreement to the change as notified.

e) **Contesting charges.** You may contest the imposition of any tolls, charges or administrative fees incurred under your Account only in writing to Maryland Motor Truck Association. Such challenges must be made within 180 days from the date of the transaction. You agree that MMTA's determination with regard to the imposition and calculation of any charges or fees shall be final and binding upon you. If the fee is rescinded by MMTA, your Account will be credited the amount of the rescinded fee.

Account Status

You will receive a periodic statement, in the format you selected, unless there were no toll revenue transactions, and there was no financial activity, in the Account during the applicable period.

Method of Advance Toll Payment

a) **Required Payment:** You must pay a minimum advance toll payment sufficient to pay tolls for a one-month period.

b) MMTA may perform an account analysis on all new accounts 35 days from the first use of tolls and every 90 days thereafter. If your monthly use is consistently above or below your current monthly payment, MMTA may adjust your minimum payment to approximate one month's level of actual use. You will be notified whenever MMTA adjusts your replenishment level.

c) You must replenish your Account when your advance toll payment decreases to or falls below the minimum required replenishment point. You may replenish your Account in one of the following ways:

1. By direct debit. In order to take advantage of the direct debit option, you will need to complete and sign a separate Authorization for Automated Debits (and Credits) form.

2. By mailing checks (or money orders) made payable to Maryland Motor Truck Association, Inc. A returned check fee of \$25.00 will be charged for each check returned to MMTA unpaid by your bank.

YOUR APPLICATION AND PAYMENTS SHOULD BE MAILED TO:

**MARYLAND MOTOR TRUCK ASSOCIATION, INC.
3000 WASHINGTON BOULEVARD
BALTIMORE, MD 21230**

3. By making cash payments in US dollars at MMTA's offices. Do not send cash by mail.

Discounts

a) As an MMTA E-Z Pass Business Account holder you may qualify for post-usage discounts. To qualify, your Account must be opened in Maryland. The cycle for post-usage discounts is 30 days. A cycle begins on the first use of your MMTA E-Z Pass Transponder. Discounts are credited to accounts 60 days after completion of the

cycle, at the following rates:

\$0 to \$99 of toll usage - 2.5 percent Discount
\$100 to \$999 of toll usage - 17.5 percent Discount
\$1,000 to \$2,999 of toll usage - 22.5 percent Discount
\$3,000 to \$4,999 of toll usage - 27.5 percent Discount
\$5,000 or more - 33 percent Discount

b) Calculation of discounts is based on usage by vehicles with three or more axles on Maryland toll roads only and does not include any applicable fees that may have been deducted from your Account during the calculation period. Two axle vehicle tolls are NOT included in the discount rate calculation.

Violations

You authorize MMTA to charge your Account administrative fees as follows:

a) If you use your Transponder when your Account is in a negative balance, is suspended or revoked, or after your Transponder has been reported lost or stolen, you may incur an administrative fee for each violation, be assessed civil penalties allowed by law for each violation, and be charged the full undiscounted toll.

b) If you use a valid Transponder in a vehicle other than one of the class for which the Transponder is designated, you may incur an administrative fee for each violation, be assessed civil penalties allowed by law for each violation, and be charged the full undiscounted toll. Such continued misuse may also result in termination of your Account.

c) If you use a Transponder in a vehicle with a license plate that is not listed on your MMTA E-ZPass Account Application, you may incur a violation with an administrative fee for each incident; be assessed civil penalties allowed by law for each violation; and/or be asked to surrender the Transponder. Continued misuse may result in revocation of your Account, and your Account will be closed and your privileges revoked. Additions, deletions, or changes to the license plates listed on your MMTA E-ZPass Account Application must be submitted in writing to

Maryland Motor Truck Association, Inc.
3000 Washington Blvd.
Baltimore, MD 21230

d) If you attempt to use a Transponder without properly attaching it to your vehicle, you may incur an administrative fee of \$15 for each violation, be assessed civil penalties allowed by law for each violation and be charged the full undiscounted toll.

e) Administrative fees may be billed directly to your Account. You may contest the imposition of said administrative fees only in writing to MMTA. You agree that MMTA's determination with regard to the imposition and calculation of administrative fees shall be final and binding upon you. If the fee is rescinded by MMTA, your Account will be credited the amount of the rescinded fee.

f) Repeated violations, non-payment, or failure to otherwise abide by these Terms and Conditions may result in suspension or non-renewal of the registration for a vehicle in the Program.

Lost/Stolen or Defective Transponders

You will not be liable for unauthorized use that occurs after you notify MMTA, orally or in writing, of loss, theft or possible unauthorized use. If your MMTA E-Z Pass Transponder(s) is/are non-operational for reasons other than abuse or improper use, and the Transponder(s) is/are returned to MMTA, MMTA will replace it/them at no charge to you.

Disclaimer

You acknowledge that MMTA and all entities providing E-Z Pass services have not made, and expressly disclaim, any representation or warranty, express or implied relating to the Transponder(s) including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that MMTA and all entities providing E-Z Pass services will have no obligation or liability whatsoever to you with respect to your use or the performance of the Transponder(s). You agree to indemnify and hold harmless MMTA, and all entities providing E-Z Pass services, from and against all damage, loss, cost, expense or liability relating to, arising from, or resulting from, the use or performance of the Transponder(s).

Termination

a) You may terminate this Agreement at any time. Just stop using your Transponder(s) and notify MMTA in writing. MMTA will close your Account and refund any balance to you after any outstanding charges have been deducted.

b) MMTA expressly reserves the right to terminate this Program at any time. If and when MMTA ever terminates the Program, you will be notified of the termination, and you will provided with a final accounting of your Account, along with verification of any net amount you owe to MMTA, or balance which MMTA owes to you.

Expenses

You agree to pay all expenses, including attorneys' fees, incurred by MMTA in the enforcement of any of its rights pursuant to this Agreement, including but not limited to the collection of any funds due under the Agreement.

Modifications

MMTA may change the terms of this Agreement at any time by advance written notice with your periodic billing statement. You agree to a new term when you use any Transponder subsequent to the effective date of the new term. You agree to inform MMTA of any changes to the information provided by you in your MMTA E-Z Pass application, including but not limited to: change of address; change in vehicle information; change in direct debit status; and/or change in payment method.

Invalid/Unenforceable Provision

If any section, part, or provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, this Agreement shall be void only as to such section, part or provision, and the Agreement shall otherwise remain in effect and binding between you and MMTA.

Non-Waiver

The failure of MMTA at any time to enforce any provision of this Agreement, or to exercise any option provided, or to require performance of any provision, shall in no way be construed to be a waiver of any such provisions, nor in any way to affect the validity of this Agreement, nor to affect MMTA's right thereafter to enforce each and every provision of this Agreement.

Neutral Interpretation

You and MMTA acknowledge having had the opportunity to be represented or advised by independent counsel of your/its own selection throughout all negotiations preceding execution of this Agreement and any addendums to it. Therefore, the terms of this Agreement, and any addendums to it, shall be given a neutral interpretation, and any ambiguities or uncertainty in the Agreement, or any addendum to it, shall not be construed for or against you or MMTA.

