

TOLLTAG® AGREEMENT
(Effective July 1, 2023)

1. GENERAL

a. PLEASE CAREFULLY READ THIS TOLLTAG AGREEMENT (“AGREEMENT”) WITH NORTH TEXAS TOLLWAY AUTHORITY (“NTTA”). APPLYING FOR A TOLLTAG TRANSPONDER (“TOLLTAG”), USING A TOLLTAG, OR USING A TOLLTAG ACCOUNT (“ACCOUNT”) CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT.

b. This Agreement governs the use of your TollTag: (1) on NTTA toll facilities (“NTTA Toll Facilities”) and (2) in connection with non-NTTA facilities that accept TollTags as a method of payment, such as airports, parking venues, and non-NTTA roadways (“non-NTTA Facilities”). You must establish an Account with NTTA for the use of your TollTag.

c. The ZipCash® Agreement, which is discussed below in Section 4(f), will apply to ZipCash Transactions. [The ZipCash Agreement](#) is available on NTTA’s website.

d. NTTA may amend this Agreement, the Toll Rate Schedule, other charges associated with your TollTag, and Account parameters, as permitted by law. Amendments will be posted on NTTA’s website. You must keep yourself apprised of any amendments. The continued use of your TollTag or Account constitutes your acceptance of each amendment.

e. NTTA collects, uses, and disseminates information according to NTTA’s [Privacy Policy](#), which is available on NTTA’s website. By accepting this Agreement, you acknowledge and accept the Privacy Policy.

2. TOLLS, LATE FEES, CHARGES, AND LEGAL CONSEQUENCES

a. Tolls on NTTA Toll Facilities are assessed according to NTTA’s Toll Rate Schedule in effect at the time a toll is incurred. The [Toll Rate Schedule](#) is available on NTTA’s website or at any NTTA Customer Service Center (“CSC”). A toll will be charged each time the vehicle assigned to your TollTag passes a toll-assessment location on a NTTA Toll Facility or on any non-NTTA roadway for which NTTA provides tolling services (a “Tolling Point”).

b. In addition to tolls and late fees (if applicable), you may be subject to certain charges (e.g., a Specialty TollTag charge), as disclosed on NTTA’s website.

c. Tolls, applicable late fees, and/or charges will be deducted from your Account. Failure to pay any toll, fee, or charge may result in legal consequences.

d. See Section 9 for a discussion of the tolls, late fees, and charges assessed when your TollTag is used as a method of payment at non-NTTA Facilities.

e. The failure to timely pay any toll, late fee, or charge may result in legal consequences, including a block on your vehicle’s registration, an order prohibiting your further

use of NTTA Toll Facilities and certain non-NTTA Facilities, impoundment of your vehicle, and your payment of NTTA's reasonable attorneys' fees incurred to enforce this Agreement or collect amounts due.

3. USE OF THE TOLLTAG

Your TollTag must be installed according to the instructions provided. You must associate your TollTag with a single vehicle bearing a single license plate number. You may not assign your TollTag to more than one vehicle or Account. Except as provided in Section 5, you are responsible for all tolls incurred by any vehicle using your TollTag or associated with your Account, provided that if your Account becomes delinquent NTTA will seek payment from the registered owner(s) of the vehicle(s).

4. YOUR ACCOUNT

a. Account parameters: NTTA offers different types of TollTag Accounts, each with its own Account parameters. The current Account types and parameters are shown on Exhibit A.

b. Sufficient balance: You must fund your Account with at least the minimum initial prepaid balance applicable to your type of TollTag Account and maintain an Account balance sufficient to cover all tolls, late fees, and charges incurred by the vehicle assigned to your TollTag and/or any other vehicles associated with your TollTag or Account, as well as other charges for the use of your TollTag. Even if you choose the automatic funding option under Section 4(c), you remain responsible for maintaining a sufficient Account balance.

c. Payment, including automatic funding/replenishment: You may elect to have your Account automatically funded and replenished through a credit/debit card or other payment method accepted by NTTA. If you make such election: (i) you agree that NTTA may periodically charge your payment method to fund or replenish your Account; (ii) you must ensure that the payment method remains valid; and (iii) you acknowledge that NTTA will charge your payment method the applicable replenishment amount and any outstanding tolls, late fees and/or charges each time your Account balance reaches or falls below the applicable threshold. As shown on Exhibit A, the replenishment amount varies by Account type, the number of vehicles associated with your Account, and average monthly tolls incurred. You agree that NTTA may modify your Account type and replenishment amount based upon your monthly usage. You may establish or change automatic replenishment by contacting NTTA by telephone at (972) 818-NTTA (6882) or (817) 731-NTTA (6882); in person at any [CSC](#) or other authorized payment center; by mail to NTTA Customer Service Center, P.O. Box 660244, Dallas, TX 75266-0244; or online by using NTTA's website or mobile app ("[Tollmate](#)[®]"). If you elect to pay any toll, fee, and/or charge through any method other than those listed in this Section, you do so at your own risk. If NTTA does not receive timely payment, you will remain responsible for the tolls and any applicable late fees and/or charges.

d. Escheatment: NTTA complies with Texas escheatment laws with respect to your Account. If you maintain a positive balance and there is no activity associated with your Account, your Account may be deemed "abandoned" after a period of three years or as otherwise established by law, and NTTA may be required to report and remit such balance to the State of Texas.

e. Account information: You are responsible for ensuring that your Account information is accurate and up-to-date and that your Account credentials are secure. You agree that if you fail to keep your Account information up-to-date, NTTA may, without your approval, use legally-permissible resources to verify and update your Account information including, without limitation, your personally identifiable information, payment (including credit card) information, and vehicle information.

f. ZipCash Transactions: NTTA will generate a “ZipCash Transaction” each time the vehicle assigned to your TollTag or any vehicle associated with your Account passes a Tolling Point if (i) the balance in your Account is insufficient to pay the toll, in which case NTTA will send you an invoice for such ZipCash Transactions or (ii) the TollTag is not read by the transponder equipment because of your act or omission (e.g., your TollTag is not in the vehicle or not installed properly), in which case NTTA may either send you a ZipCash invoice or charge your Account in an amount up to the ZipCash rate for each such transaction. ZipCash Transactions are governed by the ZipCash Agreement and are invoiced at the ZipCash rate, which is higher than the TollTag rate.

g. Additional vehicles: Once you establish an Account, you may associate additional vehicles with your Account, up to the maximum number permitted by the applicable Account parameters. We encourage you to install TollTags in those associated vehicles. Pursuant to Section 4(f), vehicles without a properly-installed TollTag will incur ZipCash Transactions at the higher ZipCash rate, which will be deducted from your Account. By associating a vehicle with your Account, you represent to NTTA that the registered owner(s) of that vehicle (i) consent to such association and (ii) understand and agree that the vehicle’s toll transaction information is accessible by anyone with the Account credentials. NTTA has the right to restrict or otherwise adjust, at any time, the number of vehicles that may be associated with your Account type.

h. No interest: No interest will be paid on balances or deposits in your Account.

i. Website account access and Tollmate app: For clarity, this Agreement applies to access and use of your Account through NTTA’s website and/or Tollmate (collectively, “Online Services”) in addition to any separately-stated terms for these Online Services.

j. TollPerks®: By opening an Account, you are eligible to participate in NTTA’s rewards program, TollPerks, where you can earn points based on your use of NTTA Toll Facilities. You do not earn points until you activate your Account in the TollPerks program. For more information, including the opt-out procedure and cancellation of the program, see the [TollPerks Rewards Program Terms & Conditions](#).

5. STOLEN, SOLD, OR LEASED VEHICLE; STOLEN OR DEFECTIVE TOLLTAG

a. If the vehicle assigned to your TollTag or associated with your Account is sold, stolen, or leased, or if your TollTag is lost, stolen, damaged, or defective, or your Account has been compromised, you agree to immediately notify any CSC in person or by calling (972) 818-NTTA (6882) or (817) 731-NTTA (6882) so that your TollTag or Account can be deactivated and/or the vehicle unassigned from your Account. Except as provided in Section 5(c), until you notify NTTA of such event, you will be liable for all tolls, late fees, and/or charges associated with your TollTag, the vehicle assigned to your TollTag, and the vehicles associated with your Account.

b. NTTA will replace your lost, stolen, damaged, or defective TollTag.

c. Notwithstanding anything to the contrary in this Agreement, if a vehicle associated with your Account passes through a Tolling Point when the vehicle was either (i) stolen and you have reported the theft to the appropriate law enforcement authority within the time required under Section 366.178(h) of the Texas Transportation Code or (ii) leased to a third party and you have provided NTTA the information required under Section 366.178(i) of the Texas Transportation Code within the time required under that section, then you will not be liable for any toll assessed for such transaction(s). However, in accordance with Section 372.113 of the Code, a lessor's vehicle will remain subject to toll enforcement remedies (including impoundment under Section 372.112 of the Code).

6. TERMINATION

Either you (by visiting any [CSC](#) or calling (972) 818-NTTA (6882) or (817) 731-NTTA (6882)) or NTTA may terminate this Agreement at any time and for any reason. When this Agreement is terminated, your TollTag will no longer be valid and all further toll transactions will be ZipCash Transactions, as described in Section 4(f). A refund of any amounts remaining in your Account, after all applicable tolls, late fees, and charges have been deducted, will be issued to you approximately 60 days after NTTA receives your written request. If your Account has a negative balance, you must immediately remit to NTTA the amount of such balance.

7. INQUIRIES

It is your obligation to promptly review all tolls, late fees, and charges that are posted to your Account. If you have any questions about this Agreement, your TollTag, or your Account, please visit NTTA's website, use Tollmate, or contact any [CSC](#). For questions about the TollPerks, please visit the TollPerks website. If you have any inquiries concerning your Account, including any claim for damages, they must be submitted in writing on [NTTA's website](#) or by mail to NTTA Customer Service Center, P.O. Box 260928, Plano, TX 75026-0928 within 120 days from the date the toll, fee, or charge was charged to your Account or your damage was incurred. You agree that any tolls, late fees, and charges not disputed within the 120-day period are conclusively valid.

8. ACCOUNT ACCESS

By entering into this Agreement and providing NTTA with an email address and/or phone number, you agree to receive communications from NTTA about your Account, which may include monthly Account statements, invoices, and other notices. (See discussion of NTTA's Privacy Policy in Section 1(e) above.) At your request and for the applicable fee, NTTA will mail you a monthly Account statement. You may access, change, or update your Account free of charge through NTTA's website, Tollmate, or at any [CSC](#).

9. USE OF TOLLTAG AT NON-NTTA FACILITIES

a. If your TollTag Account includes automatic replenishment, you may use your TollTag to pay tolls, late fees, and charges assessed at non-NTTA Facilities, such as participating airports, parking venues, and non-NTTA roadways. To use your TollTag as a method of payment at a non-NTTA Facility, you authorize NTTA and the operator of a non-NTTA Facility to share

information about you, your Account, and the vehicles associated with your TollTag or Account in order to invoice and collect tolls, late fees, and charges and for law enforcement purposes upon request by a law enforcement agency.

b. You acknowledge and agree that, with respect to all non-NTTA Facilities, NTTA is merely a third party, and that the operator of such Facility, and not NTTA, is responsible for the operation and maintenance of the Facility. You agree that your use of a non-NTTA Facility is additionally subject to all laws, rules, and charges applicable to that Facility and the terms of any agreements between NTTA and the operator of the Facility. You should first contact the [CSC](#) for assistance if you have any questions or disputes concerning any tolls, late fees, or charges for use of a non-NTTA Facility. If the CSC is unable to help, you may be directed to the operator of the Facility. You hereby release NTTA from all liability for or related to non-NTTA Facilities.

c. The operator of a non-NTTA Facility that is a turnpike or similar roadway facility (such as a managed lane, express lane, TEXpress lane, and toll roads across Texas and in other states) is an “[Interoperable Agency](#).” Some Interoperable Agencies may capture an image of your license plate when you use their roadways. If the license plate can be associated with your Account, then you authorize the Interoperable Agency to charge your Account to pay for use of its roadway.

10. LIMITATION OF LIABILITY; WARRANTY DISCLAIMER

a. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NTTA SHALL HAVE NO OBLIGATION OR LIABILITY WITH RESPECT TO THE USE OR PERFORMANCE OF YOUR TOLLTAG OR ACCOUNT. YOU UNDERSTAND THAT NTTA IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND AGREE TO HOLD NTTA HARMLESS FROM AND AGAINST ALL DAMAGE, LOSS, COST, EXPENSE, OR LIABILITY RELATING TO, ARISING FROM, OR BECAUSE OF THE USE OR PERFORMANCE OF YOUR TOLLTAG OR ACCOUNT. THIS PROVISION APPLIES EVEN IF SUCH DAMAGE, LOSS, COST, OR EXPENSE IS ATTRIBUTABLE TO THE NEGLIGENCE OR OTHER FAULT OF NTTA. YOUR SOLE AND EXCLUSIVE REMEDY FROM NTTA RELATING TO THE USE OR PERFORMANCE OF YOUR TOLLTAG WILL BE THE REPLACEMENT OF ANY DEFECTIVE TOLLTAG.

b. NTTA HAS NOT MADE, AND IT EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO YOUR TOLLTAG, ACCOUNT, AND/OR ONLINE SERVICES.

11. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

a. THIS AGREEMENT INCLUDES A WAIVER OF CLASS ACTION. PLEASE READ CAREFULLY.

b. Subject to Section 11(e), as a condition to bringing any suit, proceeding, claim, counterclaim, or crossclaim arising out of or relating to this Agreement or your use of a TollTag, Account, or Online Services (a “[Dispute](#)”), you must first (i) comply with the requirements of Section 7, and (ii) use good faith efforts to resolve the Dispute with NTTA before pursuing a resolution through the methods permitted by Section 11(c) below.

c. Subject to Section 11(e), any Dispute that you and NTTA are unable to resolve in accordance with the administrative dispute resolution process set forth in Section 11(b) shall be governed and construed in accordance with the laws of the State of Texas and without giving effect to conflicts of laws principles. You and NTTA each acknowledge that the exclusive venue for any such Disputes is any court sitting in Collin County, Texas, and you and NTTA waive the right to sue or be sued elsewhere. IN THE EVENT THAT ANY DISPUTE BETWEEN YOU AND NTTA IS FILED OR PRESENTED IN COURT, AND REGARDLESS OF WHETHER NTTA EXERCISES ITS RIGHTS AND REMEDIES UNDER THE STATUTES SET FORTH IN SECTION 11(e) BELOW, YOU AND NTTA EACH AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN, BE A MEMBER OF, AND TO SERVE AS A REPRESENTATIVE FOR A CLASS ACTION IN CONNECTION WITH ANY CLAIM(S) YOU AND NTTA MAY HAVE OR ASSERT AGAINST ONE ANOTHER. NO CLASS ACTION OR OTHER CLASS PROCEEDING SHALL BE CONDUCTED EITHER IN A COURT OR IN ANY OTHER FORUM OR PROCEEDING. NEITHER YOU NOR NTTA MAY ACT AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND NTTA ALSO AGREE TO WAIVE THE RIGHT TO HAVE ANY CLAIM CONSOLIDATED WITH, JOINED WITH, OR COMBINED WITH ANY CLAIMS OF ANY OTHER PART(IES).

d. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NTTA MAY AVAIL ITSELF OF ALL APPLICABLE RIGHTS AND REMEDIES PROVIDED BY SECTION 366.178 AND CHAPTER 372 OF THE TEXAS TRANSPORTATION CODE AND ANY STATUTES REFERENCED THEREIN OR CONFERRING SPECIFIC RIGHTS AND REMEDIES FOR TEXAS TOLL AUTHORITIES AND, IN SUCH INSTANCES, YOU WILL HAVE ALL OF THE RIGHTS PROVIDED THEREUNDER.

e. You and NTTA acknowledge and agree that nothing in this Agreement shall bind the operator of any non-NTTA Facility to the dispute resolution process set forth in this Section.

12. GENERAL PROVISIONS

a. This Agreement binds and benefits you and NTTA and its successors and assigns. You may not assign your rights or obligations under this Agreement.

b. If you do not accept any terms of this Agreement (or any of NTTA's amendments), you must cease using your TollTag and terminate your Account in accordance with the procedures set forth in Section 6. Failure to comply with any term in this Agreement may result in the suspension or termination of your Account and additional consequences permitted by law.

c. The provisions of this Agreement are severable; if any provision or part of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be affected.

Exhibit A: TollTag Account Parameters*

Account Type	\$40 TollTag	\$20 TollTag	\$10 TollTag
Maximum TollTags/Vehicles	<u>Commercial accounts:</u> Unlimited <u>Personal accounts:</u> 100	1	1
Minimum Initial Prepaid Balance	<u>Commercial accounts:</u> \$250 for every 20 vehicles associated with the Account <u>Personal accounts:</u> \$40 for every three vehicles associated with the Account	\$20	\$10
Replenishment Amount	<u>Commercial accounts:</u> \$250 for every 20 vehicles associated with the Account or average monthly tolls incurred over the past 90 days, whichever is greater <u>Personal accounts:</u> \$40 for every three vehicles associated with the Account, subject to your Account elections	\$20	\$10
Account Balance That Triggers Replenishment	<u>Commercial accounts:</u> Half of the replenishment amount <u>Personal accounts:</u> \$10 for every three vehicles associated with the Account, subject to your Account elections	\$5	\$5
Use At Non-NTTA Facilities	Yes, if Account includes automatic replenishment option	Yes, if Account includes automatic replenishment option	Yes, if Account includes automatic replenishment option

*Subject to change by NTTA as permitted by law.