

TOLLTAG™ AGREEMENT
(Effective January 15, 2021)

1. GENERAL

a. PLEASE CAREFULLY READ THIS TOLLTAG™ AGREEMENT (“AGREEMENT”) WITH NORTH TEXAS TOLLWAY AUTHORITY (“NTTA”). YOUR SUBMITTAL OF AN APPLICATION FOR A TOLLTAG™ TRANSPONDER (“TOLLTAG™”), USE OF A TOLLTAG™, OR USE OF A TOLLTAG™ ACCOUNT (“ACCOUNT”) CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

b. This Agreement governs the use of your TollTag™: (1) on NTTA toll facilities (“NTTA Toll Facilities”); (2) in connection with non-NTTA toll facilities that accept TollTags™ as a method of payment (“non-NTTA Toll Facilities”); and (3) as otherwise agreed by NTTA in writing. You must establish an Account with NTTA for the use of your TollTag™.

c. The ZipCash™ Agreement will apply to all ZipCash™ Transactions (as defined in Paragraph 4(f) below). The ZipCash™ Agreement is available on NTTA’s website at www.ntta.org/custinfo/zipcash/Documents/ZipCash_Agreement.pdf.

d. NTTA may amend the terms of this Agreement, as well as the Toll Rate Schedule, the Schedule of Charges, and the Account Parameters at any time (as permitted by law). Amendments may be made by posting the changes on NTTA’s website. You must keep yourself apprised of any amendments. The continued use of your TollTag™ constitutes your acceptance of each amendment.

e. NTTA collects, uses, and disseminates information according to the terms of NTTA’s Privacy Policy, which is available on NTTA’s website at www.ntta.org/Pages/Privacy-Policy.aspx. By accepting the terms and conditions of this Agreement, you acknowledge and accept the terms of the Privacy Policy.

2. TOLLS, LATE FEES, AND CHARGES

a. Tolls on NTTA Toll Facilities are assessed according to NTTA’s Toll Rate Schedule in effect at the time of the transaction. A toll will be charged each time your TollTag™ (or the vehicle assigned to your TollTag™) passes a toll-assessment location (a “Tolling Point”). The Toll Rate Schedule is available on NTTA’s website at www.ntta.org or at any NTTA Customer Service Center (“CSC”).

b. In addition to tolls and any applicable late fees, you will be charged based on NTTA’s Schedule of Charges in effect at the time of the charge. The Schedule of Charges is available on NTTA’s website at www.ntta.org or any CSC.

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

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 Toll Facilities, such as airport parking and non-NTTA toll roads, including managed lanes, express lanes, TEXpress lanes, and toll roads in other states.

3. USE OF THE TOLLTAG™

Your TollTag™ must be installed in and associated with a single vehicle with a single license plate number according to the instructions provided. Your TollTag™ may not be assigned to more than one Account. Once you establish an Account with NTTA, you may link additional vehicles to your Account without installing TollTags™ in those vehicles. However, any vehicle that is subject to Section 4(f) will be charged the ZipCash rate. NTTA has the right to limit, restrict, or otherwise adjust, at any time, the number of vehicles that may be associated with your Account. Except as provided in Section 5, you are responsible for all tolls incurred by any vehicle using your TollTag™ or linked to 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: You must follow the “Account Parameters” that are applicable to your Account type. The current Account Parameters are attached as Attachment A.

b. Sufficient balance: You must fund your Account with at least the minimum initial prepaid balance and maintain an Account balance sufficient to cover all tolls, late fees, and charges for the use of your TollTag™, the vehicle assigned to your TollTag™, and/or the vehicles linked to your Account. Even if you choose the automatic funding option under Section 4(c), you remain responsible for maintaining a sufficient Account balance and bear the consequences permitted by law, which may include placing a block on your vehicle’s registration, prohibiting your further use of NTTA Toll Facilities and certain non-NTTA Toll Facilities, impounding your vehicle, and paying reasonable attorneys’ fees incurred by NTTA to enforce this Agreement or collect amounts due.

c. Payment, including recurring charges: You may elect to have your Account automatically funded 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 (based on your elections and the number of vehicles linked to the Account) to fund 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 threshold. You may establish or change recurring payments 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 the 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.

e. Account information: You are responsible for ensuring that your Account information is accurate and up-to-date. You agree that if you fail to keep your Account information up-to-date, NTTA may, without your approval, use internal and external resources to verify and update your Account information including, without limitation, your personally identifiable information, payment information, and vehicle information.

f. ZipCash™: NTTA will generate a “ZipCash™ Transaction” each time the vehicle assigned to your TollTag™ or linked to your Account passes a Tolling Point on NTTA Toll Facilities if (i) there is insufficient balance in your Account to pay the toll or (ii) there is no TollTag™ for the vehicle or 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 properly installed according to the instructions provided with your TollTag™). ZipCash™ Transactions are subject to, and you are bound by, the ZipCash™ Agreement. ZipCash™ Transactions are invoiced at the ZipCash™ rate, which is higher than the TollTag™ rate. NTTA may charge your Account the ZipCash™ rate for each ZipCash™ Transaction or send you an invoice for such ZipCash™ Transactions.

g. Multiple TollTags™: You may link more than one TollTag™ to your Account, up to the maximum number permitted by the applicable Account Parameters. A single vehicle may not contain or be associated with more than one TollTag™.

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 at www.tollperks.com/terms.

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

a. If the vehicle assigned to your TollTag™ or linked to 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 linked to 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 linked to 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).

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. 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 remit to NTTA the amount of such balance.

7. INQUIRIES

It is your obligation to review all tolls, late fees, and charges that are charged to your Account. If you have any questions about this Agreement, your TollTag™, or your Account, please visit NTTA's website at www.ntta.org, use Tollmate™, or contact any CSC. For questions about the TollPerks™ Rewards Program and its benefits, please visit the TollPerks™ Rewards Program website at www.tollperks.com. If you have any inquiries concerning your Account, including any claim for damages, they must be submitted in writing to <https://csc.ntta.org/olcsc/> or 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 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, you agree to receive electronic communications from NTTA about your Account, which may include monthly Account statements, invoices, and other notices. (See discussion of NTTA's Privacy Policy in Paragraph 1(e) above.) Alternatively, 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. Subject to Attachment A, you may use your TollTag™ to pay tolls, late fees, and charges assessed at non-NTTA Toll Facilities (such as managed lanes, express lanes, TEXpress lanes, and toll roads across Texas and in other states) that accept TollTags™ as a method of payment.

b. If your TollTag™ is accepted at a non-NTTA Toll Facility, you will additionally be subject to the rules and regulations of that facility. To enable you to use your TollTag™ as a method of payment, you authorize NTTA and the non-NTTA Toll Facility to share information

about you, the vehicles linked to your TollTag™ or Account, and your Account for the purposes of invoicing and collecting the proper tolls, late fees, and charges.

c. 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 non-NTTA Toll Facilities. If the CSC is unable to help, you may be directed to the operator of the facility.

d. You acknowledge and agree that with respect to non-NTTA Toll Facilities that NTTA is merely a third party and that the operator of such facility, and not NTTA, is responsible for the operation and maintenance of (and for setting the charges for accessing) the facility. You hereby release NTTA from all liability for or related to non-NTTA Toll Facilities.

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 PARTY OR PARTIES.

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 Toll 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 to the terms), 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 ever determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be affected.

ATTACHMENT A

Account Parameters*

Parameter	ACCOUNT TYPE	
	TollTag™	\$20 TollTag™**
Minimum Initial Prepaid Balance	\$40 for every three TollTags™	\$20 for every TollTag™
Amount of Recurring Charge	Based on your elections and the number of vehicles linked to the Account	\$20
Threshold for Charging Your Payment Method	Based on your elections and the number of vehicles linked to the Account	\$5
Maximum Number of TollTags™	Unlimited	One
Usage for applicable Airport Parking	Yes, if Account includes automatic recurring payment option	Yes, if Account includes automatic recurring payment option

*Subject to change by NTTA as provided in Section 1(d).

**A \$20 TollTag™ account will automatically convert to a TollTag™ account if (i) more than one TollTag™ is linked to the account or (ii) the tolls incurred during the preceding three months exceed \$120.