

ZIPCASH™ AGREEMENT
(Effective January 15, 2021)

1. GENERAL

a. PLEASE CAREFULLY READ THIS ZIPCASH™ AGREEMENT (“AGREEMENT”) WITH NORTH TEXAS TOLLWAY AUTHORITY (“NTTA”).

b. A toll will be charged each time a vehicle that you own or lease (“Your Vehicle”) passes a toll-assessment location (a “Tolling Point”). The use of NTTA toll facilities (“NTTA Toll Facilities”) or non-NTTA toll facilities for which NTTA provides tolling services (“non-NTTA Toll Facilities”) without a properly-installed and functioning TollTag™ and a sufficient balance in the TollTag™ Account constitutes a “ZipCash™ Transaction.” If Your Vehicle incurs a ZipCash™ Transaction, you accept the terms and conditions of this Agreement.

c. NTTA may amend the terms of this Agreement, as well as the Toll Rate Schedule and the Schedule of Charges, at any time (as permitted by law). Amendments may be made by posting the changes on www.ntta.org and you must keep yourself apprised of any amendments. If Your Vehicle continues to incur ZipCash™ Transactions after an amendment, you accept the amendment.

d. NTTA collects, uses, and disseminates information according to the terms of NTTA’s Privacy Policy, which is available 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, 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. The Toll Rate Schedule is available on www.ntta.org or at any NTTA Customer Service Center (“CSC”). Toll rates for ZipCash™ customers are higher than TollTag™ rates. NTTA welcomes and encourages all customers to become TollTag™ customers.

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 www.ntta.org or at any CSC.

c. Except as provided in Section 4 below, you are responsible for all tolls incurred by Your Vehicle, even if someone other than you uses Your Vehicle. Failure to pay any toll, fee, or charge may result in additional consequences permitted by law.

3. ZIPCASH INVOICES

a. NTTA will invoice you for Your Vehicle’s ZipCash™ Transactions. The invoice will reference a ZipCash™ Account ID that NTTA establishes as a result of the first ZipCash™ Transaction. If you fail to timely pay a ZipCash™ invoice, you will be subject to late fees as well as additional consequences permitted by law, which could include publishing your name and your

unpaid amounts, placing a block on your vehicle's registration, prohibiting you from further use of NTTA Toll Facilities and certain non-NTTA Toll Facilities, and impounding your vehicle.

b. You must pay for your ZipCash™ Transactions according to one of the following methods:

(i) by authorizing a charge to your credit/debit card through www.ntta.org, over the telephone by calling (972) 818-NTTA (6882), or in person at any CSC or other authorized payment center;

(ii) by mailing a check or money order that clearly identifies your invoice number, Your Vehicle's license plate number, or ZipCash™ Account ID to NTTA at P.O. Box 660244, Dallas, TX 75266-0244;

(iii) by delivering a check, money order, or cash to any [CSC](#) or other authorized payment center; or

(iv) through any other payment method established by NTTA.

You will be charged for any returned check based upon the Schedule of Charges then in effect.

4. STOLEN, SOLD, OR LEASED VEHICLE

a. If Your Vehicle is sold, stolen, or leased, you agree to immediately notify any CSC in person or by calling (972) 818-NTTA (6882) or (817) 731-NTTA (6882). Except as provided in Section 4(b), until you notify NTTA of such event, you will be liable for all tolls, late fees, and/or charges that are incurred by Your Vehicle.

b. Notwithstanding anything to the contrary in this Agreement, if Your Vehicle passes through a Tolling Point at a time when Your 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).

5. INQUIRIES

It is your obligation to review all tolls, late fees, and charges that appear on your ZipCash™ invoices. If you have any questions about this Agreement or any ZipCash™ invoice or ZipCash™ Transaction, or wish to view your uninvoiced ZipCash™ Transactions, please contact any CSC. If you have any inquiries concerning any ZipCash™ invoice or ZipCash™ Transaction, 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, late fee, or charge was invoiced to you or your alleged damage was incurred. You agree that any tolls, late fees, and charges that are not disputed within the 120-day period are conclusively valid.

6. USING YOUR VEHICLE AT NON-NTTA TOLL FACILITIES

a. NTTA has entered into agreements with the operators of certain non-NTTA Toll Facilities (such as managed lanes, express lanes, and TEXpress lanes) to provide tolling services such as invoicing, toll collection and enforcement, and customer service (collectively “Tolling Services”).

b. If Your Vehicle is used at any non-NTTA Toll Facility, you agree (i) to the tolls established by the facility operator, as well as any applicable late fees and charges for the use of the non-NTTA Toll Facility; (ii) that the applicable toll, fee, or charge may be included in a ZipCash™ invoice; (iii) to be subject to the rules and regulations of that facility in addition to the terms and conditions of this Agreement; and (iv) that NTTA and the non-NTTA Toll Facility may share information about you, Your Vehicle, and your ZipCash™ Transactions 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 (i) NTTA is merely a third party that invoices and collects the applicable tolls and (ii) the operator of the facility, and not NTTA, is responsible for the operation and maintenance of (and for setting the tolls for accessing) the facility. You hereby release NTTA from all liability for or related to non-NTTA Toll Facilities.

7. LIMITATIONS OF LIABILITY; WARRANTY DISCLAIMER

a. YOU UNDERSTAND THAT NTTA IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND YOU AGREE TO HOLD NTTA HARMLESS FROM AND AGAINST ALL DAMAGE, LOSS, COST, EXPENSE, OR LIABILITY RELATING TO, ARISING FROM, OR BECAUSE OF THE USE OF NTTA TOLL FACILITIES, THIS AGREEMENT OR THE COMMERCIAL OR ECONOMIC RELATIONSHIP BETWEEN NTTA AND YOU. THIS PROVISION APPLIES EVEN IF SUCH DAMAGE, LOSS, COST, EXPENSE, OR LIABILITY IS ATTRIBUTABLE TO THE NEGLIGENCE OR OTHER FAULT OF NTTA.

b. NTTA HAS NOT MADE, AND IT EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO NTTA TOLL FACILITIES, ZIPCASH™ INVOICES, AND ZIPCASH™ TRANSACTIONS.

8. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

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

b. Subject to Section 8(e), as a condition to bringing any suit, proceeding, claim, counterclaim, or crossclaim arising out of or relating to the use of NTTA Toll Facilities and non-NTTA Toll Facilities, this Agreement, or the commercial or economic relationship between you

and NTTA (a “Dispute”), you must first (i) comply with the requirements of Section 5, and (ii) use good faith efforts to resolve the Dispute with NTTA before pursuing a resolution through the method permitted by Section 8(c) below.

c. Subject to Section 8(e), any Dispute that you and NTTA are unable to resolve in accordance with the administrative dispute resolution process set forth in Section 8(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 Dispute 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 8(d) BELOW, YOU AND NTTA EACH AGREE TO WAIVE ANY 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.

9. 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 this Agreement), you must cease using all NTTA Toll Facilities and non-NTTA Toll Facilities. Failure to comply with any term in this Agreement may result in 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.