

1. General.

By opening an account ("Account") you agree to this Agreement ("Agreement") with Orange County Transportation Authority ("OCTA," "we," "our" or "us"), which, together with any supplements, allows the person named and his or her agents ("you" or "your") to use the 91 Express Lanes and pay tolls and other charges using a 91 Express Lanes FasTrak® Transponder ("Transponder"). You are advised that Riverside County Transportation Commission ("RCTC") owns and operates the portion of the 91 Express Lanes located in Riverside County and is an express third-party beneficiary of, and may enforce, your obligations under this Agreement directly related to your use of the RCTC portion of the 91 Express Lanes. You agree:

- a. To pay tolls and other fees charged to your Account.
- b. To use your Transponder in accordance with instructions provided to you, including having your Transponder properly mounted and visible at all times while on the 91 Express Lanes.
- c. To obey all applicable laws and regulations.
- d. To promptly review your statement, received via mail or e-notification, and notify us if you have any questions regarding any charges. Charges not disputed within 30 days of statement date will be deemed accepted.
- e. To promptly notify us of any changes in your name, address, phone number, email address (if provided), vehicles and license plate numbers used, and, if applicable, credit card number and expiration date.
- f. That the California Highway Patrol (CHP) may make available to OCTA and RCTC reports of incidents on the 91 Express Lanes.
- g. To receive communications regarding your Account and the operations of the 91 Express Lanes.
- h. That RCTC will have access to your Account information for purposes related to RCTC's ownership and operation of the RCTC portion of the 91 Express Lanes, including, but not limited to, collecting and enforcing tolls, penalties, fines and/or other charges.

2. Account Plans and Fees.

You agree to enroll in one of the following account plans and to the terms and discounts included in the plan you select, or that is applied to you. All account plan fees are non-refundable. You agree to the following for the account plan that applies to you:

- a. Standard Plan account:
 - i. To pay a \$2 per monthly account fee which will be charged each month the account is open;
 - ii. To receive a \$1 discount on each 91 Express Lanes tolled transaction after thirty (30) tolled transactions in a calendar month. The discounts cannot exceed \$50 per calendar month.
- b. Convenience Plan account:
 - i. To pay a one-time \$100 account fee
 - ii. No discounts on tolls are provided under this account.
- c. Special Access account:

Special Access discounts are only valid on the 91 Express Lanes. You agree to the following:

 - i. No monthly account fees apply;
 - ii. 3+ Carpool: To use the 91 Express Lanes only when there are 3 or more occupants in your vehicle and to use the 3+ carpool verification lane when traveling through the toll points. To allow your Account to be converted to a Standard Plan account for failure to use the 3+ carpool verification lane;
 - iii. Motorcycle: To use the 91 Express Lanes only when riding on a motorcycle. To allow your Account to be converted to a Standard Plan if you use a vehicle other than a motorcycle; A copy of the DMV vehicle registration must be presented at time of account opening.
 - iv. Disabled Person License Plates: To use the 91 Express Lanes only when driving a vehicle with a permanently mounted Disabled Person license plate issued by the California Department of Motor Vehicles (DMV) and to use the normal toll lanes. A copy of the DMV vehicle registration must be presented at time of account opening and may be requested annually. A Disabled Person account must be in the name of the person to whom the plate(s) is issued and that person must be an occupant of the vehicle at the time of travel in the 91 Express Lanes;
 - v. Disabled Veteran and Special Recognition License Plates: May use the 91 Express Lanes toll free only when driving a vehicle with a valid FasTrak account and transponder permanently mounted Disabled Veteran or Special Recognition License Plate issued by the California Department of Motor Vehicles (DMV) and to use the normal toll lanes. Gold Star Family License Plates do not qualify for the veteran discount. A copy of the DMV vehicle registration and license plate must be presented at time of opening a Special Access Account.

3. Payment and Other Fees.

- a. You acknowledge that it is your responsibility to maintain your Account balance at or above the required minimum balance at all times. If you fail to keep the required minimum balance of pre-paid tolls in your Account, you agree that we may deactivate your Transponder and/or suspend or close your Account and that any further use of the 91 Express Lanes or other use of your Transponder after such deactivation or Account suspension or closure will be treated as a toll evasion violation, subject to all applicable fees and fines and enforcement (including the placement of a DMV registration hold) as established by OCTA, RCTC, the State of California, or any other toll facility you use.
- b. Credit Card/Electronic Check (ACH): You authorize us to automatically replenish your Account by charging \$30, or the equivalent of one month's usage averaged over a three-month period (whichever is greater), to your credit card/bank account each time your Account balance falls below \$25, or one-week's usage averaged over a three-month period (whichever is greater). These recurring charges will continue until you notify us in writing that you wish to terminate this Agreement.
- c. Cash, Check or Money Order: You agree to replenish your Account by making a minimum \$50 payment each time your Account balance falls below \$25. You agree that such payment will be received by us prior to your Account balance reaching a zero balance.
- d. You acknowledge that if your Transponder is deactivated or your Account closed for lack of payment, or violation of 91 Express Lanes' rules, a \$25 deactivation fee will be charged to your Account.
- e. You agree to pay a returned item fee of \$25 for each check or electronic check returned or refused by your bank.
- f. You acknowledge that if you do not comply with one or more of your responsibilities under this Agreement, OCTA and/or RCTC will incur costs to secure your compliance. You agree to reimburse OCTA and/or RCTC for all costs incurred in securing your compliance or enforcing your obligations under this Agreement, including tolls and administrative charges for such matters as notifying you of toll violations or Transponder failures. Such charges will be assessed in addition to penalties for toll violations.
- g. You agree to pay \$2 for each additional statement provided to you at your request.
- h. You agree to pay a \$5.00 Occupancy Correction fee (defined below) each time it is determined that a vehicle registered to your account used the 3+ carpool verification lane without having 3 or more occupants in the vehicle.

4. Transponders.

- a. Except as provided in subparagraph (b), you agree to purchase a sticker Transponder for each vehicle registered to your Account.
- b. To obtain carpool discounts on toll facilities other than the 91 Express Lanes, you must purchase a switchable Transponder.
- c. You agree to mount your Transponder according to the instructions provided to you and to ensure that your Transponder is in good working order. You acknowledge that sticker Transponders can only be used on one vehicle and that removing the Transponder will damage it and require you to purchase a new Transponder. If you drive on the 91 Express Lanes without a properly mounted Transponder in good working order or your Transponder is not read for any other reason, we may use your license plate number to bill your Account. If the license plate number is not active on your Account at the time of travel, or if your Account is not in good standing, you may receive a toll evasion violation or a citation by the CHP. You agree that we may charge you an additional processing fee.
- d. If your Transponder fails to operate for reasons other than abuse or improper use, return it to us and we'll replace it at no charge within one year of purchase for a sticker Transponder and five years of purchase for a switchable Transponder. All other Transponder replacements or additional Transponders will result in a \$5 charge for each sticker Transponder and \$15 for each switchable Transponder.
- e. If you sell a vehicle or if your Transponder is lost or stolen, notify us immediately and you will not be liable for any unauthorized use of your Transponder that occurs after such notification.

5. Occupancy Detection System.

We may utilize automated technology to determine the number of occupants in a vehicle by capturing images of drivers, passengers, and the license plate of vehicles using the 3+ carpool verification lane at toll points on the 91 Express Lanes. Images will be associated with the time, date, and location. We may employ contractors subject to privacy obligations to review the images for accuracy, equipment maintenance, and for storage purposes for later review on OCTA or RCTC's behalf. The automated detection technology determines the number of person's in a vehicle allowing us to charge the proper tolls based on occupancy and to apply an Occupancy Correction fee if it is found that the 3+ carpool verification lane was used without 3 or more occupants in the vehicle. Any facial images captured will be redacted for privacy purposes before such images are disclosed to any person other than OCTA or RCTC personnel or their contractors. By using the 3+ carpool verification lane you agree to our capture and use of images as described herein.

6. Toll Violations.

If you are driving a vehicle with a license plate that is not active and listed on your Account at the time of travel, if your Transponder is not read for any reason, or if you do not have sufficient funds in your Account to cover a toll (including an inability to charge a toll because your credit card or bank information has not been updated), you may receive a toll evasion violation with penalties up to \$100. Toll evasion violations are sent to the address on file with the DMV for a license plate and are not included on your Account statements. You are responsible for keeping the DMV informed of your address and for monitoring mail sent to that address for possible toll evasion violations. Toll evasion violations are enforceable even if you never receive or read the notice, so long as they are sent to the address on file with the DMV. You consent to the provision of information regarding your Account and toll road facility usage to the DMV.

7. Interoperability.

You may use your Transponder on any other California toll facility that allows payment of tolls via FasTrak. To make such use as seamless as possible, OCTA and RCTC share, among other things, Transponder identification numbers, account numbers, and the license plate numbers of vehicles listed on valid Accounts with the other toll facility operators in California. When you use your Transponder on another toll facility, the operator of that other toll facility will send us information about your transaction so that we can include the transaction on your Account statement. The information sent to us includes, but is not limited to, your Transponder identification number, your account number, your license plate number, the toll amount and/or other charges, and the date, time and location of the toll transaction.

If you use your Transponder on another toll facility that accepts FasTrak as a method of payment, you agree that we may charge you for any tolls, fines and/or other charges arising from such use, and that you will be responsible to us or the other toll facility operator for such tolls and/or other charges. Toll and other charges owed in this manner will be charged to your Account in accordance with rules, regulations and procedures of the facility on which the transaction was recorded. You agree that we may provide the other toll facility operator with any information contained in this Agreement or any other information associated with your Account for purposes of collecting tolls, fines and/or other charges, and that other toll facility operators may provide us with details of your usage of their facilities so that toll transactions can be included on your Account statement. If you fail to maintain your Account in good standing or to update your vehicle license plate(s) with us, you will be subject to toll evasion penalties and other charges as established by the other toll facilities you use.

8. Termination.

Either party may terminate this Agreement at any time by giving written notice to the other party. If we request or if you elect to terminate this Agreement, we'll refund (without interest) your Account balance, less any amounts you owe us. Cash/check customer refunds will be made by check (no cash refunds) and mailed approximately thirty-five (35) days from receipt of termination notice. Credit card customer refunds will be processed as a credit toward the credit card on file approximately thirty-five (35) days from receipt of termination notice. If your Account balance isn't sufficient to pay all amounts you owe us, you will remain liable for such amounts, and may become liable for attorneys' fees, service charges, fines and penalties in accordance with applicable law if such unpaid charges are not promptly paid. Unless requested, the 91 Express Lanes will not issue refunds for balances of \$1.00 or less.

9. Changes.

We have the right to change the terms of this Agreement and our policies, deposits, minimum Account balances and other terms and conditions at any time. Notice of changes may be provided to you with your Transponder, by email sent to the email address you provided for your Account, or by first class mail to the address listed on your Account. We will provide such notice at least thirty (30) days before the change goes into effect. All such changes will be effective and binding on you unless you terminate your Account prior to the effective date of the change(s). Toll schedules are subject to change without notice. By using the 91 Express Lanes, you agree to pay tolls posted on the variable message signs.

10. Release and Indemnity.

- a. You acknowledge that neither OCTA nor RCTC has made, and OCTA and RCTC expressly disclaim, any representation or warranty, express or implied, relating to the 91 Express Lanes or any Transponder (including without limitation, any implied or express warranty of merchantability or fitness for a particular purpose).
- b. Neither OCTA, RCTC nor its agents shall have any obligation or liability to you with respect to your use of the 91 Express Lanes or any Transponder, or any personal injury, property loss, or property damage sustained by you or your passengers. Your sole and exclusive remedies from OCTA, RCTC and its agents shall be replacement of faulty Transponders as described in Section 4(d).
- c. You further agree to indemnify, protect and hold harmless OCTA, RCTC and its agents from all liability for and from all loss, damage, or injury to persons or property whatsoever, known or unknown, arising out of or in any manner connected with your use of the 91 Express Lanes or any Transponder.

11. Governing Law.

This Agreement is governed by the laws of the State of California.

12. Communications.

Please address all questions and notices to:
91 Express Lanes
P.O. Box 68039, Anaheim, CA 92817-8039
1-800-600-9191

91 Express Lanes Customer Service Center
301 Corporate Terrace Circle, Corona, CA 92879
Website: www.91expresslanes.com