

**OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION (“COMMISSION”)
E-ZPASS TERMS AND CONDITIONS
PREPAID ACCOUNTS**

1. Upon acceptance into the program, the Commission will charge the Customer's designated VISA, MasterCard, Discover or American Express credit card a prepaid beginning balance of \$25.00 for each transponder requested. This amount will be credited to the Customers new E-ZPass account and will be available to pay tolls and other fees and charges. The Customer may request a higher initial balance, as indicated on the application.
2. When the Customer's account balance drops below a cumulative balance of \$10.00 per transponder, the account will be replenished with a charge to the Customer's designated credit card the amount of: a) the average monthly tolls incurred over the past 90 days; or b) the amount needed to return the account balance to \$25.00 per transponder, whichever is greater.
3. The Commission accepts VISA, MasterCard, Discover, and American Express credit cards. Customers must provide a primary credit card to establish a prepaid account. An optional secondary credit card is recommended and will only be charged if the primary card fails.
4. A Customer's E-ZPass account must maintain a positive balance at all times. A \$25.00 fee may be assessed if the Customer's VISA, MasterCard, Discover or American Express card is declined when the Commission attempts to replenish the account or if a dispute of the replenishment charge is filed with the credit card company. In this case, the Customer's account will be immediately suspended until new data is furnished to the Commission. The Commission shall have the option to cancel and close the account at any time.
5. Prepaid accounts will be assessed a \$3.00 shipping and handling fee for each transponder ordered from the Commission's Customer Service Center. Prepaid accounts will be assessed a \$3.00 activation fee for the each transponder purchased at a retail location. All Customers will be assessed a \$0.75 service fee per month for each transponder that is used for less than 30 trips in Ohio in the previous month.
6. The Customer will continue to be responsible for all tolls incurred through the end of the day of notification to the Commission that a transponder has been lost or stolen. Transponders reported lost or stolen will no longer be assessed a \$0.75 per month service fee. If a transponder is lost, stolen or damaged within the first four years, the Customer will be assessed a \$10.00 replacement fee plus \$3.00 shipping and handling. Customers are required to report lost or stolen transponders immediately either online at www.ohioturnpike.org or by phone at 1-88-TURNPIKE (1-888-876-7453).
7. Inactive accounts will continue to be charged the monthly service fee of \$0.75 per transponder.
8. Customers must properly mount transponders to their vehicles in accordance with the transponder manufacturer's instructions. Only one (1) transponder must be mounted per vehicle.
9. E-ZPass transponder usage is limited to one toll transaction per trip (one entry, one exit). Under no circumstance will a toll collector hold a transponder so that another vehicle can use the same transponder.
10. All transponders on a closed account must be returned in good working condition within 30 days from the date of account cancellation to avoid a \$10.00 charge per transponder. Transponders that fail through no fault of the Customer and are returned will not be assessed a fee. The standard \$0.75 per month service fee will be applied to the replacement transponder.
11. All transponders shall remain the property of the Ohio Turnpike and Infrastructure Commission. The Customer agrees to surrender possession of all transponders immediately upon request by the Commission. A \$10.00 fee will be assessed on each unreturned, damaged or defaced transponder.
12. Account statements showing detailed transactions will be available upon account replenishment. Customers with a valid e-mail address on file will be notified electronically when their statement is ready. Customers can access their statements online at www.ohioturnpike.org free of charge. Customers requesting printed statements to be mailed to them will be assessed a \$1.00 fee per each five transponders up to a maximum fee of \$10.00 per statement.
13. Prepaid accounts may be suspended for: a) credit card replenishment failure; b) disputing a charge with your credit card company; or c) violations of any other Terms and Conditions.
14. Cash payment upon exit will be required if the Customer's account is suspended at the time of the toll transaction.
15. Should the balance in the Customer's E-ZPass account drop below \$0 and the Customer's credit card is declined upon replenishment, the Customer agrees to pay all costs, including attorney's fees, incurred by the Commission to collect any monies due the Commission.
16. Non-payment of tolls for more than 30 days will be considered toll evasion and will be subject to a \$100 fine for each occurrence.
17. You may dispute charges or fees on your Account verbally or in writing to the Ohio Turnpike and Infrastructure Commission E-ZPass Customer Service Center. Such dispute must be made within one hundred eighty (180) days from the date the transaction is posted to your Account.
18. The Customer agrees to maintain updated information on their account including but not limited to address, vehicle information, credit card account status and expiration date of cards on file.
19. The Customer may cancel or update their E-ZPass account information at any time either online at www.ohioturnpike.org, by fax to (440) 891-3523, by mail or phone call to the Customer Service Center at 1-88-TURNPIKE (1-888-876-7453). In the event the Customer's E-ZPass account is terminated, the Customer must return all transponders. Upon termination, the Commission will refund any positive balance in the account by crediting the Customer's VISA, MasterCard, Discover or American Express credit card. A check payable to the Customer may be issued at the sole option of the Commission.
20. The Commission may modify the E-ZPass Terms and Conditions and Application at any time with notification to Customers.
21. Ohio E-ZPass Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio.