



# Ohio Turnpike and Infrastructure Commission

## Prepaid Account Terms and Conditions E-ZPass® Transponders

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING THIS WEBSITE OR USING ANY OF ITS FEATURES ALONG WITH OUR *E-ZPASS*® TRANSPONDER, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, PLEASE REDIRECT YOUR BROWSER AND EXIT THE WEBSITE.

### 1. Fees Summary: See Terms and Conditions of use as fully described below for explanation of all fees:

- a. **Activation Fee:** \$3.00 for each Transponder purchased at a retail location
- b. **Shipping/Handling Fee:** \$3.00 for each Transponder ordered from the Ohio Turnpike and Infrastructure Commission
- c. **Monthly Service Fee:** \$0.75 per month service fee per Transponder for each Transponder that is used for less than 30 trips in the previous month

### 2. General

Welcome to [ohioturnpike.org](http://ohioturnpike.org) and the *E-ZPass*® website (collectively, the “Site”), which is owned and operated by the Ohio Turnpike and Infrastructure Commission (the “Commission”).

*E-ZPass*® is an automatic, electronic toll collection system that quickly and efficiently moves traffic through the Ohio Turnpike and anywhere *E-ZPass*® is accepted. A motorist with an *E-ZPass*® transponder (“Transponder”) can travel through *E-ZPass*® toll lanes seamlessly with the toll automatically deducted from the motorist’s Transponder prepaid account.

### 3. Purpose

This Terms & Conditions of Use Agreement (“Agreement” or “Terms of Use”) sets forth guidelines for the use of *E-ZPass*® Transponders and the use and viewing of our Site. By using the Site you (as a “Visitor” or a “Customer”) agree to these Terms of Use. A “Visitor” is defined as any individual using the Site. A “Customer” is defined as the *E-ZPass*® account holder.

The Commission reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. The Commission will post any changes to these Terms of Use on the Site. The Commission encourages you to periodically review this page for the latest information and Terms of Use.

### 4. *E-ZPass*® Transponder Terms

#### A. Prepayment; Charges

The Commission currently accepts VISA, MasterCard, Discover, and American Express credit cards as authorized payment methods for billing purposes. Customers must provide a primary payment method to establish a prepaid account. An optional secondary payment method is recommended and will only be charged if the primary method fails. All payment transactions are processed by our third-party payment processor in adherence to PCI DSS, and other applicable standards. The Commission does not collect, store, or directly process any payment method or card information. The Commission at its sole election may discontinue support for any payment method or it may support additional payment methods (ex. Apple Pay, Google Wallet, or Amazon Payments).



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Upon acceptance into the program, the Commission will charge the Customer's designated payment method a prepaid beginning balance of \$25.00 for each Transponder requested. This amount will be credited to the Customer's 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.

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 payment method in the amount of: (i) the average monthly tolls incurred over the past ninety (90) days or the amount needed to return the account balance to \$25.00 per Transponder, whichever is greater; or, at the Customer's option. If your credit card or EFT issuer allows, the Commission may obtain any new expiration dates, any new account numbers or other renewal information from your credit card account and use this information to update and replenish your account. No interest will be paid on any balances in a Customer's account.

Prepaid accounts will be assessed both a \$3.00 shipping and handling fee as well as a \$3.00 activation fee for each Transponder ordered from the Commission's Customer Service Center. All Customers will be assessed a \$0.75 per month service fee per Transponder for each Transponder that is used for less than 30 trips in the previous month in Ohio.

Inactive accounts will continue to be charged the monthly service fee of \$0.75 per Transponder until the account is closed.

### B. Use and Ownership of Transponder

Customers must properly mount Transponders to their vehicles in accordance with the instructions. Failure to mount the Transponder correctly may prevent toll collection and may subject the Customer to additional fines or fees and possible closure of account. While traveling on the Ohio Turnpike, these additional amounts include, but are not limited to, the Customer's toll being determined at the higher Video E-ZPass® (V-Toll) and/or Unpaid Toll rate, as set forth in the [Schedule of Tolls](#).

The Customer may only use the Transponder on a vehicle that corresponds to the classification of Transponder provided to the Customer. Transponder usage is limited to one vehicle per trip. Under no circumstance will a toll collector hold a Transponder so that another vehicle can use the same Transponder.

The Customer must approach and pass through an E-ZPass® lane at the posted speed limit. Failure to obey the posted speed limit may result in suspension of your Transponder. The Customer must comply with all applicable traffic laws, regulations, signs, signals, and directions of toll collectors or law enforcement officials. If the Customer uses the Transponder at facilities in other states, the Customer shall be subject to the laws and regulations governing such use.

Transponders shall remain the property of the Commission at all times. The Customer agrees to surrender possession of all Transponders immediately upon request by the Commission or upon termination of this Agreement. A \$10.00 fee will be assessed for each unreturned Transponder.

By accessing and using the information available on the Site and the Transponder, the Customer is agreeing to use the information, calculations, and links provided by the Site solely for purposes of paying tolls via E-ZPass® and any other interoperability and legitimate electronic tolling industry research for the benefit of the E-ZPass® group and its members, and other non-fraudulent activities to advance national interoperability.

Use of the data, technology and information derived therefrom and links for any purpose other than the collection of tolls via E-ZPass® is strictly prohibited. Any fraudulent activity using the Site, the Transponder or the E-



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ZPass® technology is strictly prohibited, including, for example, use for development of technology that induces others to bypass the legitimate collection of tolls by an E-ZPass® agency. Legal proceedings will be commenced against anyone using the transponder or E-ZPass® technology in any way other than for the collection of tolls on the Ohio Turnpike or E-ZPass® facilities.

### C. Statements

Account statements showing detailed transactions will be available monthly and upon the anniversary day of when the account was opened. If an account was opened on the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> day of the month a statement will be generated on the 28<sup>th</sup> day of the month. 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](http://www.ohioturnpike.org) free of charge. Customers requesting printed statements to be mailed to them will be assessed a fee of \$1.00 for the first five Transponders plus \$1.00 for each set of up to five additional Transponders up to a maximum fee of \$10.00 per statement.

### D. Customer Accounts

To become a Customer, you must complete the registration process by providing the Commission (or its service providers) with current, complete and accurate information as required by the registration process. The Customer agrees to maintain updated information on his/her account at all times, including, but not limited to, address, license plate number(s), vehicle information, and authorized payment method including payment cards, security codes and any expiration dates on file. The Customer may log onto [ohioturnpike.org](http://ohioturnpike.org) to change or update his/her information, add vehicles to his/her account, view account balances and authorize payments. At its sole discretion, the Commission may refuse to accept any Customer registration for any reason.

The Customer may cancel or update his/her E-ZPass® account information at any time either online at [www.ohioturnpike.org](http://www.ohioturnpike.org) or by phone call to the Customer Service Center at (440) 971-2222. All Transponders must be returned to the Commission to complete closing the account. Your account will be charged a \$10.00 lost/stolen fee for any unreturned Transponders. Transponders may be mailed to: Ohio Turnpike and Infrastructure Commission, attn: CSC, P.O. Box 460, Berea, Ohio 44017.

### E. Account Suspension; Termination

Prepaid accounts may be suspended or terminated for: (i) authorized payment failure; (ii) violations of any other terms or conditions of this Agreement; or (iii) authorized payment disputes/chargebacks.

All tolls, fines, and fees are due immediately upon closure of the account. Cash payment upon exit at any Ohio Turnpike toll booth will be required if the Customer's account is suspended or terminated at the time of the toll transaction.

The Customer agrees to pay all costs, including attorneys' fees, incurred by the Commission to collect any monies due the Commission.

The Commission may terminate this Agreement at any time and for any reason. Upon termination for any reason, the Commission will refund any positive balance in the account by crediting the Customer's authorized payment method. A check payable to the Customer may be issued at the sole option of the Commission.

All Transponders on a closed/terminated account must be returned in good working condition within thirty (30) days from the date of account termination 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.



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### F. Lost or Stolen Transponders

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 (4) years, the Customer will be assessed a \$10.00 replacement fee, plus a \$3.00 shipping and handling charge. Customers are required to report lost or stolen Transponders immediately either online at [www.ohioturnpike.org](http://www.ohioturnpike.org) or by phone at (440) 971-2222.

### G. Miscellaneous

The Customer acknowledges and understands that his/her vehicle(s) may be photographed or videotaped while on the Ohio Turnpike, other E-ZPass® agency roadways and facilities. The Customer expressly understands that the Commission and other E-ZPass® agencies may monitor the use of the Transponder for the purposes of toll collection, traffic monitoring, parking and detecting violations of this Agreement.

The Commission may modify this Agreement and the E-ZPass® application at any time without notification to Customers. The Customer agrees to such modifications when it continues to use this Site or his/her Transponder subsequent to the effective date of the notification of modifications.

## 5. Copyright, Trademark, and Site Mark Information

All digital content in any form on the Site, including all designs, text, graphics, pictures, video, audio, information, applications, and other files, and their selection and arrangement (each, "Digital Content") are the exclusive property of the Commission, its licensors, or other third-parties and are protected by copyright, trademark, and other intellectual property laws. Visitors may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Digital Content, in whole or in part.

The Commission, its logo and its registered slogan "The Ohio Turnpike – A Better Way to Travel"® are proprietary trademarks and may not be used in connection with any product or material that is not provided by the Commission, or in any manner that is likely to cause confusion, or in any manner that disparages or discredits the Commission.

All other trademarks displayed on the Site are the trademarks of their respective owners and may only be used with the permission of the owner. The display of the trademarks of third parties constitutes neither: (A) an endorsement or recommendation of those third parties; nor (B) an endorsement of the Commission by those third parties.

## 6. Privacy Policy

In addition to these Terms of Use, the Customer agrees to the collection and use of his/her personal information as provided in the Commission's Privacy Policy (accessible at <https://www.ohioturnpike.org/privacy>).

## 7. Disclaimers; Limitation of Liability

THE CUSTOMER AGREES THAT USE OF THE SITE AND THE TRANSPONDER IS AT HIS/HER SOLE RISK.

THE TRANSPONDER AND THE SITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. THE CUSTOMER ACKNOWLEDGES THAT THE COMMISSION HAS NOT MADE, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED RELATING TO THE SITE OR THE TRANSPONDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS



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WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES.

THE CUSTOMER AGREES THAT THE COMMISSION WILL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER TO THE CUSTOMER WITH RESPECT TO HIS/HER USE OF OR THE PERFORMANCE OF THE TRANSPONDER. NEITHER THE COMMISSION, ITS AFFILIATES, NOR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION PROVIDED THROUGH THE WEBSITE.

IN NO EVENT WILL THE COMMISSION, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE TRANSPONDER OR THE SITE.

**APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

### **8. Indemnification; Release**

The Customer agrees to indemnify and hold harmless the Commission and its commissioners, directors, members, officers, employees, and agents from and against all claims, actions, demands, damages, losses, costs, expenses and liability (including attorney's fees) relating to, arising from, or as a result of, the use or performance of the Transponder and the Site, including, but not limited to, the violation of this Agreement, or infringement of any intellectual property rights.

The Customer hereby releases the Commission and its directors, members, officers, employees, and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with this Agreement or the use or performance of the Transponder(s) issued. The Customer's sole and exclusive remedy against the Commission for any claim for any such loss, damage or injury is replacement of any defective Transponder(s).

### **9. Technology Export Control**

Through the Bureau of Industry and Security and its use of the Export Administration Regulations, the United States government has implemented export control laws that regulate the export and re-export of technology originating from within the United States. This technology includes the electronic transmission of information or software. The export control laws regulate the exporting or re-exporting of this technology to foreign countries and to certain foreign nationals. As a Visitor you agree to abide by these laws and regulations, including but not limited to, the Export Administration Act, U.S. Foreign Corrupt Practices Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Digital Content from the Site to either a foreign national or foreign destination in violation of such laws.

### **10. Third-Party Content**

The Site may include links to sites owned and maintained by third parties not related to the Commission (collectively referred to as "Third-Party Sites"). Any such links to the websites or other properties of third parties are provided for your convenience only, and such links do not imply endorsement by the Commission or affiliation of such Third-Party



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Sites or the content contained therein. You acknowledge that the Commission is not responsible for the availability of, or the content, or products located through any Third-Party Sites. You should contact those Third-Party Sites if you have any concerns regarding such links. Your use of any Third-Party Sites is subject to the terms & conditions of use and privacy policies of those sites. The Commission encourages you to review all of the Third-Party Sites' policies.

The Commission disclaims all warranties, express or implied, as to the accuracy, legality, reliability, or validity concerning any Third-Party Sites and their product or content offerings, and you agree that any recourse for dissatisfaction or problems with any Third-Party Sites must be directed to the third-party and not the Commission.

Any opinions, advice, statements, offers, or other information or content expressed or made available by third parties, are those of the third party and not of the Commission.

### 11. Governing Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Ohio and applicable federal laws, without regard to any principals of conflicts of law. Any and all services and rights of use hereunder are considered performed in the State of Ohio, United States and you agree that any action at law or in equity that arises out of or relates to this Site, these Terms of Use, or accessing this Site if you are located outside of the United States, will be filed only in the state or federal courts located in Cuyahoga County, Ohio and the Federal Northern District of Ohio, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

### 12. Compliance with Laws and International Use

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Transponder or the Site in any way that violates applicable state, federal, or international laws, regulations, or other government requirements.

Furthermore, the Commission makes no representation that Digital Content on the Site is appropriate or available for use in locations outside the United States and accessing them from territories where such Digital Content is illegal is prohibited. Those who choose to access the Site from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations.

#### 12.1 General Data Protection Regulation

The Commission does not actively target or market to any EU member state and does not, to its knowledge, process or control any EU citizen personally identifiable information. Despite this fact, this Agreement in conjunction with our Privacy Policy (<https://www.ohioturnpike.org/privacy>) is intended, as may be required, to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "General Data Protection Regulation" or "GDPR") and provide appropriate protection and care with respect to the treatment of all of our Visitor information in accordance with the GDPR.

#### 12.2 California Consumer Protection Act

The California Consumer Privacy Act ("CCPA") provides California residents with specific rights as to the privacy and management of their information. These laws include the right to know what information a business has on its systems, how that information is used, and a right to request it be deleted. The Ohio Turnpike Privacy Policy (<https://www.ohioturnpike.org/privacy>) describes such rights related to the use of that information. If you would like to exercise your rights under CCPA, you may contact us at [recordrequest@ohioturnpike.org](mailto:recordrequest@ohioturnpike.org) to submit your request. If you choose to exercise your rights under CCPA, you may not be discriminated against by us for choosing to do so.





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### 13. Text Message Terms (SMS/MMS/OTT)

From time to time, the Commission may offer you the option to receive E-ZPass® account information or updates which may be relevant to you via SMS/MMS/OTT messaging services. If you would like to participate, the Commission may ask you for contact information, mobile telephone number, preferences or other relevant information. This information may be used to conduct research, improve our offerings, or contact you via a SMS/MMS/OTT text message. Standard text message rates apply, and you may opt out at any time by changing the preferences on your account.

#### 13.1 Program Description

You can expect the Commission to send multiple, recurring messages via the SMS service. Messages will be sent to notify customers of relevant account information and to alert you of any important account updates. Such messages may pertain to account creation and closure; the availability, or lack thereof, of account funds and balances; the processing of payments and refunds; and any other general account information the Commission believes to be helpful or of importance to you.

#### 13.2 Cancellation

You can cancel the SMS service at any time by texting “STOP” to the SMS short code. After you send the SMS message “STOP”, the Commission will send one last SMS message to confirm that you have been unsubscribed. Once this notification is sent, you will no longer receive SMS messages from the Commission. If you wish to rejoin the program, you may sign up in the same manner as you did initially, and the Commission will begin sending SMS alerts and notifications again.

#### 13.3 Assistance

If you are experiencing issues with our SMS messaging program, you can reply to the SMS short code using the keyword “HELP” for more assistance. If you wish to get help directly, you can reach our support team at (440) 971-2222.

#### 13.4 Carrier Liability

Cell phone carriers are not liable for delayed or undelivered messages. If you believe that you are not receiving our messages, or that you are receiving our messages in delay, you may contact our support team at (440) 971-2222.

#### 13.5 Message and Data Rates

As always, standard message and data rates may apply for any messages sent or received between you and the Commission through our SMS program. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

### 14. Miscellaneous Terms

These Terms of Use constitute the entire agreement and understanding between us, superseding any prior agreements and understandings, and govern your use of the Transponder and the Site.

Our failure to enforce or exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is determined to be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provisions) shall not be affected thereby and shall remain valid and in full force and effect.



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The Customer agrees that these Terms of Use may be assigned by the Commission, in our sole discretion, to a third party. The Customer may not assign his/her E-ZPass® account or his/her rights or obligations under this Agreement without the written consent of the Commission.

Certain sections or pages on this Site may contain separate terms and conditions, which are in addition to these Terms of Use. In the event of a conflict, the additional terms will govern for those sections or pages.

The section titles and headings in these Terms of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Use. Any rights not expressly granted herein are reserved by and for us.

The Commission will use commercially reasonable efforts to promptly respond and resolve any problem or question.

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