



# DriveEzMD E-ZPass Maryland Terms & Conditions

The Maryland Transportation Authority ("MDTA") establishes these terms and conditions that govern the use of the DriveEzMD E-ZPass® Maryland System and requires that all E-ZPass Maryland Account ("Account") holders and users of MDTA toll facilities adhere to these terms and conditions.

E-ZPass Maryland is the automated collection system installed on or operating with respect to all MDTA tolled facilities, or E-ZPass approved facilities for the purpose of collecting tolls, fees, fines, or other transactions as determined by MDTA. The DriveEzMD System consists of multiple E-ZPass Maryland Account types and a Pay-By-Plate payment option.

You become an E-ZPass Maryland customer by completing an E-ZPass Maryland Account application either in person, on the phone, or via the DriveEzMD website. You may also purchase an E-ZPass Maryland On The Go transponder from a participating retailer and register your device by opening an Account.

If you are a customer with an E-ZPass Account in good standing and the system detects a valid E-ZPass transponder, the appropriate toll will be automatically charged to your E-ZPass Account. In all other instances a recorded image of your license plate is taken and, if matched to a license plate on your E-ZPass Account, the toll is deducted from your Account. If your E-ZPass Maryland Account is not in good standing, the vehicle incurs a Video Toll, which is billed at a higher rate, and a Notice of Toll(s) Due ("NOTD") is issued to the registered vehicle owner or responsible party. Notices of Toll(s) Due are issued in accordance with Md. Ann. Code, Transportation Article § 21-1414 and COMAR 11.07.07.06D.

## 1) TERMS

- a) You are advised and acknowledge that cameras are used to record images in the electronic toll collection system for the purpose of toll collection and enforcement.
- b) You agree to obey all applicable federal and State laws and regulations governing the use and operation of MDTA's toll facilities and the DriveEzMD System. Failure to do so may result in fines and penalties and/or termination of your Account.
- c) If any of the terms of this Agreement are declared or found to be illegal, unenforceable or void, then MDTA and the customer shall be relieved of all obligations under that term. The remainder of the agreement shall be enforced to the fullest extent permitted by law.
- d) You shall not assume the obligations or benefits of this Agreement without the express written consent of MDTA or the E-ZPass Maryland Customer Service Center (CSC).

## 2) PAYMENT

Payment may be made at the time of a toll transaction in any of the following ways:

- a) By deducting the toll payment from a valid E-ZPass Maryland Account or out-of-state E-ZPass Account with sufficient funds at the time of travel. (See Section 3 below for more information on E-ZPass Maryland General Terms and Conditions/ Private Accounts.)
- b) Pay-By-Plate by authorizing DriveEzMD/MDTA to charge toll payments for a specific license plate to a valid credit card that you provide in advance to DriveEzMD. After you register your license plate and credit card for Pay-By-Plate, MDTA will charge your credit card for each toll transaction, as you travel, when you use an MDTA toll facility. Pay-By-Plate is available only for toll facilities in Maryland. Pay-By-Plate does not require a prepaid toll depositor a monthly replenishment of funds; however, your credit card must be valid at the time of the toll transaction or no Pay-By-Plate payment is made and a Video Toll is incurred.

**Failure to make payment through an E-ZPass Account or Pay-By-Plate at the time of travel will result in a Video Toll, which is billed at a higher rate. An NOTD is mailed to the registered vehicle owner or responsible party when a Video Toll is incurred. Payment for Video Tolls may be made by following the instructions on the NOTD, in accordance with COMAR 11.07.07 and Md. Ann. Code Transportation Article §21-1414.**

## 3) E-ZPass MARYLAND GENERAL TERMS AND CONDITIONS / PRIVATE ACCOUNTS

You agree to the following terms and conditions when you open an E-ZPass Maryland Account:

- a) You certify that all information contained in your application is true and accurate. You agree to immediately notify E-ZPass Maryland if any of the information contained in your application changes, including but not limited to:
  - i) Vehicle information (registration plate number ("license plate") and state, make, model, and year); please note: vehicles and trailers are limited to two-axles each. If you

have more than 10 vehicles or 10 transponders and/or if you have vehicles with greater than three-axles, you are advised to open a Business Account; (see Section 4 below for information regarding E-ZPass Maryland Business Accounts);

- ii) Expiration date of debit/credit card account, or change in debit/credit card number, if applicable;
  - iii) Banking account information if enrolled in electronic debit, Automated Clearing House ("ACH"), if applicable;
  - iv) Payment method if enrolled in automatic replenishment;
  - v) Name(s) on the Account;
  - vi) Address; please note: when updating your address with E-ZPass Maryland, you must also update your address with the government agency responsible for motor vehicle registrations;
  - vii) Telephone number;
  - viii) E-mail address;
  - ix) Government issued identification (i.e. state driver's license, military identification or passport); and
  - x) Federal Employer Identification Number ("FEIN"), if provided.
- b) MDTA may, at any time, suspend or terminate your E-ZPass Maryland Account and/or deactivate your E-ZPass Maryland transponder(s) for violation of applicable laws, regulations, or these terms and conditions. You shall remain and be liable for payment of all fines, penalties, costs, fees, and any other monies owed pursuant to these terms and conditions and any applicable laws.
  - c) **You acknowledge and accept you are required to maintain your E-ZPass Maryland Account in good standing. Failure to do so may result in the issuance of an NOTD and/or additional fees pursuant to the provisions of COMAR 11.07.07 and Md. Ann. Code, Transportation Article § 21-1414.** Further, if you fail to maintain a positive balance on your Account and you use toll facilities outside of Maryland, you will be issued a violation notice from that state in accordance with its laws.
  - d) You authorize MDTA to access and charge all tolls, fees, fines, and other penalties associated with your participation in the DriveEzMD System and associated use of an E-ZPass Maryland transponder, if applicable, to your Account and to the credit/debit card, bank account, or other chosen method of payment for your Account. The fees authorized hereunder include, but are not limited to, transactional, administrative, periodic administrative (i.e. monthly, yearly, etc.), and any other type of fee(s), as may be set and assessed at MDTA's discretion from time to time without prior written notice. Information relating to such fees and a current Fee Schedule may be obtained online at DriveEzMD.com.
  - e) You must pay a minimum advance toll payment to establish an Account and recurring replenishment charges, when applicable, to maintain a prepaid toll balance in your Account. Please note advance payments are not available for use from your Account until twenty-four (24) hours for in-State use and forty-eight (48) hours for out-of-state use.
  - f) If you have selected automatic account replenishment as the payment method for your E-ZPass Maryland Account charges, you agree you are responsible for providing E-ZPass Maryland with a valid credit/debit card or a banking account with sufficient funds. Your automatic replenishment may continue when you are issued a new card only if your card issuer provides MDTA with credit card updater services. You must contact your card issuer to determine whether these services are available to you.
  - g) If you have selected manual account replenishment as your payment method, you agree you are responsible to maintain a positive balance in your E-ZPass Maryland Account at all times.
  - h) You acknowledge that if your prepaid balance reaches \$0.00 or below, continued use of an MDTA toll facility will result in a Video Toll and the issuance of an NOTD to the registered vehicle owner or responsible party, which may subject the registered vehicle owner to a higher toll rate and/or additional fee.
  - i) You acknowledge MDTA may periodically review the activity on your E-ZPass Maryland Account and adjust your replenishment amount, if applicable, to more accurately reflect the average monthly charges and fees incurred by you. You may have more than one credit card charge within a one-month period based on your usage.
  - j) You acknowledge your low balance threshold amount may be increased or decreased if your automatic replenishment amount is increased or decreased and/or if you add or remove transponders from your Account.
  - k) You acknowledge and agree that MDTA shall not pay any interest on any prepaid account balance.
  - l) You acknowledge and agree that you will be charged a fee for each returned check and returned (ACH) transaction should an overdraft occur.

- m) You agree that administrative fees may be charged to your Account.
- n) MDTA reserves the right to reject any E-ZPass Maryland Account application.

## 4) E-ZPass MARYLAND TRANSPONDER USAGE

- a) You may use the transponder only with the vehicle(s) specifically registered on your E-ZPass Maryland Account.
- b) You agree to correctly mount, display and use the E-ZPass transponder(s) on or in the vehicle(s) in accordance with the instructions provided by E-ZPass Maryland. Failure to do so may result in higher toll rates or the issuance of a Notice of Toll Due for a Video Toll, which is billed at a higher toll rate.
- c) A nonrefundable transponder fee, if applicable, will be charged for each transponder issued to your new Account or to an existing E-ZPass Maryland Account.
- d) You acknowledge in cases where your E-ZPass Maryland transponder is valid, but not read, a recorded image of the vehicle's license plate is captured. If the license plate information is matched to your Account, the appropriate toll will be charged. This may result in being billed at a higher toll rate.
- e) You acknowledge in cases where your E-ZPass Maryland transponder is not valid, a recorded image of the vehicle's license plate is captured and a Notice of Toll Due will be mailed to the registered vehicle owner or responsible party. This will result in a Video Toll, which is billed at a higher toll rate, and may result in additional fees being charged.
- f) You agree to pay all costs associated with the use of the E-ZPass Maryland transponder(s) assigned to you. Report lost or stolen transponders in accordance with Section 9 of this Agreement.
- g) MDTA may enter into reciprocal agreements with other agencies. If your E-ZPass Maryland transponder(s) is used at any toll facility, parking facility or other facility accepting E-ZPass transponders as a payment mechanism, you agree that all charges incurred in connection with the use of your E-ZPass Maryland transponder(s) will be charged to your Account, or to your credit card in accordance with these terms and conditions. You agree that you are responsible for all such charges.
- h) E-ZPass Maryland On the Go transponders must be registered to an E-ZPass Maryland Private Account prior to using toll facilities. Once registered you may begin using your transponder after 2 hours on Maryland toll facilities and 48 hours on out-of-state facilities.

## 5) E-ZPass MARYLAND BUSINESS ACCOUNTS

If you have more than 10 vehicles or 10 transponders and/ or if you have vehicles with 3 or more axles, you are advised to open a Business Account.

You agree to all of the E-ZPass Maryland General Terms and Conditions/Private Accounts in addition to the following conditions when you open a Business Account:

- a) You are responsible for transponders issued to your Account and for monitoring their usage. You may monitor transponder usage online at DriveEzMD.com or via Account statements; (see Section 9 below for information on lost/stolen transponders).
- b) You acknowledge that if your prepaid balance reaches \$0.00 or below, continued use of an MDTA toll facility will result in a Video Toll and the issuance of an NOTD to the registered vehicle owner or responsible party, which may include a higher toll rate and/or additional fees. Further, if you fail to maintain a positive account balance on your account and you use toll facilities outside of Maryland, you will be issued a violation notice from that state in accordance with its laws.

## 6) E-ZPass MARYLAND HATEM A ACCOUNT

You agree to all of the E-ZPass Maryland General Terms and Conditions/Private Accounts in addition to the following conditions when you open a Hatem A Account:

The Hatem A Account is valid only at the Hatem Bridge. If you require use at other toll facilities through an E-ZPass Maryland Account, you must open an E-ZPass Maryland Private or Business Account, which requires a prepaid balance of toll funds for use at other facilities. The Hatem A Account is limited to two-axle vehicles only. Vehicles with three or more axles are excluded from this type of Account and will be required to pay applicable tolls.

- a) You are not required to maintain a prepaid toll deposit for Hatem A Accounts; however, you must pay an annual renewal fee for each Hatem A plan you want associated with a transponder. You are responsible for maintaining your Account and monitoring the expiration date(s) of the Hatem Bridge plan(s).
- b) The Hatem A plan is linked to a specific transponder assigned to your Account. Your transponder must be read in order for the plan discount to be applied. Other E-ZPass Maryland discount plans are not available on the Hatem A Account.

## E-ZPass MARYLAND HATEM A ACCOUNT continued

- c) You will not receive an Account statement. As a courtesy, a renewal notice will be mailed to you at your last known address 45 days prior to your annual renewal date, followed by a reminder notice, which will be mailed 15 days prior to the renewal date. However, it is your responsibility to be aware of your plan's expiration date. Failure to renew your plan will cause your vehicle to incur Video Tolls, which are billed at a higher rate, if the transponder is used after the expiration date.
- d) If you have a valid payment method associated with your Account, E-ZPass Maryland will renew your Hatem Plan(s) automatically approximately thirty (30) days prior to the plan's expiration date.
- e) You acknowledge and understand that you and your vehicle may be recorded on a video monitoring system and/or photographed while traveling through an MDTA toll facility and other Facilities that have an agreement with E-ZPass Maryland and/or accept E-ZPass. You expressly understand that E-ZPass Maryland and other Facilities monitor the use of the transponder for the purpose of toll collection, traffic monitoring and detecting violations of this Agreement.
- f) You understand your transponder is valid only at the Hatem Bridge, and you authorize E-ZPass Maryland to process transactions through your Account for trips on the Hatem Bridge; no other facilities' transactions can be processed through your Account because no pre-paid toll balance is maintained. If you use toll facilities outside of the Hatem Bridge, you will be issued a violation notice from that state in accordance with its laws.
- g) You understand that E-ZPass Maryland may use information gathered from the government agency that is responsible for motor vehicle registrations in addition to information submitted by you to process through your Account trips on the Hatem Bridge.

## 7) DISCOUNT PLANS (HATEM A EXCLUDED)

E-ZPass Maryland offers different types of discount toll programs.

### Two-Axle Vehicle Plans

- a) E-ZPass Maryland two-axle vehicle discount plans are linked to a specific transponder assigned to your Account. All E-ZPass Maryland discount plans are time sensitive. Plan cycles begin when first used and end after the specified number of days of the plan or when all trips are used, whichever comes first. The account is charged the discounted toll rate when each trip is recorded using the transponder specifically associated with the valid discount plan.
- b) Any unused trips within the discount plan cycle will be deducted from your Account 10 days after the plan cycle ends and will be reflected on your statement. If the transponder is not read, but the license plate of the vehicle is registered on the Account or the transaction is otherwise matched by E-ZPass Maryland to your Account, you are not eligible for the discounted plan rate. Further, if the transponder is not read and the license plate is not on the Account, or if the transaction is not otherwise matched by E-ZPass Maryland to your Account, a Video Toll will result, which is billed at a higher rate, and an NOTD is issued to the registered vehicle owner or responsible party. Unused trips in a discount plan are not refundable.
- c) Hatem Bridge plans are valid for one year from the date of purchase and must be renewed annually. If you have a valid payment method associated with your Account, E-ZPass Maryland will automatically renew your Hatem Plan(s) approximately 30 days prior to the plan's expiration date, unless you notify E-ZPass Maryland that you no longer wish to renew your plan. Please visit DriveEzMD.com, for discount plan descriptions and rates.

### Three or More Axle Vehicle Discounts

Please see the E-ZPass Maryland website, DriveEzMD.com, for more information on multi-axle vehicle discount plans and rates.

### Early Payment Discount

You may receive a discount, up to \$5.00, for making payment on a Video Toll before an NOTD is mailed. Please refer to DriveEzMD.com for additional information.

## 8) E-ZPass PLUS (NON-TOLL CHARGES)

MDTA participates in a program that allows your E-ZPass Maryland transponder to be used for parking charges at certain parking facilities as well as other non-toll charges at other locations. The program, called E-ZPass Plus, allows customers whose accounts are set to automatic replenishment by debit/credit card to participate in the program. If you have chosen to replenish your E-ZPass Maryland Account with a debit/credit card, you are enrolled in the E-ZPass Plus program. You may opt-out of this program by contacting the DriveEzMD E-ZPass Maryland Customer Service Center, by accessing your account online or by visiting an E-ZPass Maryland Customer Service Center. If your E-ZPass Maryland transponder is used to incur these charges, either the credit card associated with your E-ZPass Maryland account will be charged or payment will

be deducted from your Account depending on the total amount charged (refer to the Schedule of Fees at DriveEzMD.com). If you are enrolled in the E-ZPass Plus program, you acknowledge and agree to the release of your name and address to the E-ZPass Plus operator, if necessary, for collection purposes.

## 9) LOST/STOLEN AND DEFECTIVE E-ZPass MARYLAND TRANSPONDERS

- a) You agree you will notify E-ZPass Maryland immediately if your transponder(s) is lost or stolen.
- b) You agree you are responsible for any costs associated with any and all uses of the E-ZPass Maryland transponder(s) assigned to your Account prior to such notification.
- c) A defective transponder may be replaced with a similar unit within the transponder's warranty period if the transponder has not been damaged, defaced or improperly used as determined by E-ZPass Maryland. However, if E-ZPass Maryland determines the transponder has been damaged, defaced or improperly used, a nonrefundable transponder fee, if applicable, will be charged for a replacement transponder. Refer to www.DriveEzMD.com for warranty information for specific transponder types.

## 10) LEASED OR RENTAL VEHICLES

The registered owner or responsible party of record of the motor vehicle is liable for payment of the tolls, fees, fines and/or penalties assessed by MDTA with respect to Video Tolls. A request for transfer of liability, for a leased or rental vehicle, may be made by following the instructions on the Notice of Toll Due. Transfers of liability are made in accordance with Md. Ann. Code, Transportation Article § 21-1414 and COMAR 11.07.07. MDTA has no obligation or liability whatsoever in any leasing or rental agreement.

## 11) DISPUTES

You hereby authorize E-ZPass Maryland to decide every question or issue in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees or other charges incurred, applied or stated for the use or misuse of your transponder or Account. You may dispute the imposition of charges or fees related to your Account verbally or in writing to the E-ZPass Maryland Customer Service Center. Out of state disputes must be made within 120 days from the date the transaction is posted to your Account. E-ZPass Maryland shall allow a person to dispute any charge or fee for the use of a Maryland Toll facility within at least 1 year after the charge or fee is posted to the person's E-ZPass Account. A dispute for liability for a Toll Violation and/or Civil Citation is not covered by this Agreement and may be disputed in accordance with Md. Ann. Code, Transportation Article § 21-1414 and COMAR 11.07.07.06.

## 12) DISCLAIMER

- a) MDTA shall have no responsibility or liability to you for any loss, cost, expense or damage to you, any passengers or your vehicle, arising out of your failure to comply with any laws or regulations, or any terms and conditions of the DriveEzMD E-ZPass Maryland Agreement, or out of your misuse or abuse of an E-ZPass Maryland transponder, or failure to follow instructions for the use and operation of E-ZPass Maryland transponder(s).
- b) Under no circumstances shall MDTA have any liability for any consequential, indirect, special, incidental, or punitive damages of any kind arising out of your participation in the DriveEzMD E-ZPass Maryland System.
- c) MDTA makes no representations or warranties, express or implied, with respect to the merchantability or fitness for a particular purpose or any other reason with respect to E-ZPass Maryland transponders and/or DriveEzMD System.
- d) Except as otherwise specified herein, MDTA shall have no liability or obligation of any kind whatsoever arising out of your use of or the performance of the E-ZPass Maryland transponder, any defect or malfunction of an E-ZPass Maryland transponder, or the failure or unavailability of the DriveEzMD E-ZPass Maryland System.
- e) You agree to indemnify, defend, and hold harmless MDTA from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the DriveEzMD and/or E-ZPass Maryland System.

## 13) COLLECTIONS AND ENFORCEMENT

- a) MDTA may use all legal actions available to collect unpaid balances, including referring the vehicle registration to the Maryland Motor Vehicle Administration for refusal or suspension.
- b) Unpaid balances due to MDTA may be turned over to a collection agency, such as the Maryland Central Collection Unit (CCU), for enforcement and collection activities along with any other legal action that MDTA is authorized to pursue to recover such monies owed.
- c) You agree to pay MDTA's costs, including attorney fees, required to enforce the terms and conditions of the DriveEzMD E-ZPass Maryland System and the collection of monies in connection with your use of the DriveEzMD System.

## 14) NON-DISCLOSURE

Your DriveEzMD E-ZPass Maryland records are confidential. Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of E-ZPass Maryland and the entities providing E-ZPass services.

## 15) GOVERNING LAWS

The DriveEzMD System/E-ZPass Maryland shall be governed by the laws of the State of Maryland.

## 16) TERMINATION/ACCOUNT CLOSURE

E-ZPass Maryland account holders may close their account and terminate this Agreement at any time by notifying E-ZPass Maryland in writing of their intent to close the Account, paying any outstanding amounts due and returning the transponder(s) to E-ZPass Maryland, if applicable. Transponders should be returned in person or by first-class prepaid mail. Transponders returned to E-ZPass Maryland will remain the property of MDTA under all circumstances. Upon termination of this Agreement and return of the transponder(s), if applicable, any account balance will be refunded to the Account holder. All outstanding charges will be deducted prior to refund.

## 17) MODIFICATIONS

MDTA may change the DriveEzMD E-ZPass Maryland Terms and Conditions at any time by giving customers notice thereof. The terms and conditions shall become effective seven (7) days after such notice has been given. No written notice is required, and you hereby waive any requirement that written notice be provided. Such notice may be given through any means, including, but not limited to, advertising such notice in the media, posting such notice on message boards along MDTA's toll facilities, posting such notice on the DriveEzMD website, or otherwise, as determined by MDTA. If you have provided an email address to MDTA with your application, you authorize that notification may be sent to that email address at MDTA's discretion.

## 18) MOBILE APPLICATION AND WEBSITE USE

You may use the Mobile Application and www.DriveEzMD.com to manage your Account. To access the website, you should register for an Account by creating a username, password and PIN. You agree to provide accurate and complete information and are responsible for your password and PIN.

- a) All text, graphics, user interfaces, trademarks, logos, artwork and computer code contained in the site is owned, controlled or licensed by MDTA.
- b) You may not use any page-scrape, robot, spider or other algorithm or methodology to access, monitor, copy or acquire any portion of the site or content.



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