Application and License Agreement

(Available online at TheTollRoads.com) Please mail or fax this application to:
P.O. Box 57011, Irvine, CA 92619-7011 / Fax (949) 727-4991

Step 1: Applicant Information

First Name ____________________________ Middle Initial _______ Last Name ____________

Mailing Address _________________________________

City ____________________________ State _______ Zip _______

☐ Primary Phone (_____) ________________________ ☐ Secondary Phone(_____) ________________

(You can receive text alerts by checking the box above.)

Email Address* ____________________________

*Statements are delivered monthly via email and available online at TheTollRoads.com.

Step 2: Please Choose an Account Type

☐ FasTrak Account: Requires a prepaid balance and transponder. Discounted toll rates apply. Monthly fee of $2 per transponder assessed; waived with $25 toll usage on the 73, 133, 241 and 261 Toll Roads. Number of transponders requested _____________.

☐ ExpressAccount: Please note that the ExpressAccount is only valid on the 73, 133, 241 and 261 Toll Roads. All other California toll facilities require a FasTrak transponder.

☐ Prepaid: Requires a prepaid balance. No transponder issued.

☐ Charge: Tolls are charged daily to a payment method kept on file. No transponder issued.

☐ Invoice: Tolls are paid after being invoiced monthly via mail or email. No transponder issued. $2 monthly invoice fee applies. To receive mailed invoice, check here. ☐

(If selected, please skip to Step 4.)

Step 3: Select Payment Option

Option One – Credit Card or Electronic Check (No transponder deposit required for FasTrak.)

Prepaid toll balance: minimum $30 or $60 or $100 or $___________ Credit Card (check one):

☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Credit Card Number: ____________________________ Expiration (MM/YY): ____________

Electronic Check: Option is not available for ExpressAccount - Charge/Invoice.

ABA/Routing Number: _______ Account Number: _______

Option Two: Cash, Check or Money Order (Make check or money order payable to The Toll Roads. Do not send cash.)

For FasTrak account ($30 deposit per transponder):

Number of transponder(s) ____________ x $30 = ____________

For all accounts:

Prepaid toll balance: minimum $45 or $___________ Total amount due: $___________

Step 4: Vehicle Information

All vehicle information must be completed for ExpressAccount.

*A transponder for each vehicle is not necessary, since they can be moved from vehicle to vehicle. A FasTrak transponder is required on all other California toll facilities.

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Step 5: Authorization

I read and reviewed the information on both sides of this Application and License Agreement. By signing below, I indicate my acceptance and consent to the terms and conditions of this Application and License Agreement.

Signature ____________________________ Date ____________
CUSTOMER AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions, together with your application, constitute your account agreement. This account agreement ("Agreement") with the Transportation Corridor Agencies (TCA) allows you to use a FasTrak transponder or license plate (depending on your account type) to enter or exit toll lanes of the 73, 133, 241 and 261 Toll Roads. This Agreement accompanies and is part of your account application. Your submittal of an application constitutes your acknowledgment and consent to this Agreement.

You agree to pay tolls charged to your account and obey all applicable laws and regulations.

You agree to promptly review your statement/invoice and notify the TCA Customer Service Center if you have questions regarding any charges. Charges not contested by notifying the TCA Customer Service Center within 30 days of the statement/invoice date will be deemed valid and you will be deemed to have waived any right to contest the charges on any basis.

You agree to report changes to your name, mailing and email addresses, telephone numbers, vehicle(s) ownership/possesison, license plate(s) and, if applicable, credit card number and expiration date or electronic check information within seven days of any such change.

You agree to allow the California Highway Patrol to make reports of incidents on the 73, 133, 241 and 261 Toll Roads to TCA.

MINIMUM ACCOUNT BALANCES, TOLLS AND FEES* [ALL ACCOUNT TYPES]

• You agree to maintain your account balance and/or a valid method of payment, in order to pay tolls and fees associated with usage of your account. As used in this License Agreement, the term "your usage" includes usage of a transponder or vehicle associated with your account by you or any other person.

• If you selected the credit card or electronic check payment option, you authorize TCA to process toll payments individually or in batches; or to replenish your prepaid account by charging the minimum replenishment amount of $30 or the average of your monthly toll usage, whichever is greater. Your account will be credited each time your account falls below the minimum balance. The minimum balance for a prepaid account is equal to $10 or one third of your average monthly toll usage, whichever is greater.

• You agree that your account may be suspended in the event that your chosen payment method is refused on more than one occasion for any reason.

• If you selected the cash, check or money order option, you agree to make a cash, check or money order payment of $45 or the average of your monthly toll usage, whichever is greater, each time your account falls below the minimum balance. The minimum balance is equal to one third of your average monthly toll usage, or $15, whichever is greater.

• We may determine your average monthly toll usage based on your actual toll usage over a representative period of time, from time to time, as defined at the sole discretion of TCA.

• You agree that TCA may charge you a fee for providing a paper statement/invoice.

• You agree that TCA may charge you a fee to use an Invoice ExpressAccount.

• You agree that TCA may charge you a fee for checks returned by your bank or financial institution.

• You agree that TCA may charge you a fee for account suspension.

• You agree and understand that toll rates and fees are subject to change without notice.

• Failure to maintain the required balance or properly maintain your account information will result in your account being suspended and transactions being processed as violations that are subject to penalties as provided by law, including but not limited to applicable TCA Ordinances.

TRANSPONDERS (FASTRACK ACCOUNT ONLY)

• You agree to mount and use the transponder in accordance with instructions provided to you in your transponder package.

• You agree to be held responsible to TCA for any charges which may arise from using the transponder(s). See “Interoperability” section.

• You agree that you may lose eligibility for any discounts to TCA’s standard toll rates offered to FasTrak accountholders if you generate an excessive volume of image-based transactions, as determined at TCA’s sole discretion.

• You agree that TCA may charge you a fee for maintaining your account should you not incur the minimum level of toll usage each month, as defined at the sole discretion of TCA. The minimum level of usage will be stated on TCA's website, www.TheTollRoads.com, and may be subject to change.

• If you selected cash, check or money order as your replenishment method, you agree to pay a deposit of $30 for each transponder issued to you, which TCA will refund without interest if you return the transponder(s) in good condition. If you selected credit card or electronic check as your replenishment method, you agree that TCA may charge your credit card or electronic check account a $30 fee should you fail to return the transponder(s) in good condition.

• If a transponder fails to operate for reasons other than abuse or improper use and is returned to the TCA Customer Service Center, we will provide a replacement transponder designed to operate on the Toll Roads at no extra charge.

• If a transponder is lost or stolen, you are required to immediately report it via TheTollRoads.com or by telephone at 949-727-4800. You will not be liable for any unauthorized use of the transponder(s) after you notify us that the transponder(s) has been lost or stolen. However, you will be charged $30 for each lost or stolen transponder.

• This agreement is a license only to use the transponder; the transponder is the property of TCA.

EXPRESSACCOUNT

• You agree to have a valid license plate mounted to your vehicle when driving on The Toll Roads in accordance with California Vehicle Code §5200.

• You agree that ExpressAccounts are only valid to pay tolls on the 73, 133, 241 and 261 Toll Roads.

• You understand that an ExpressAccount is not eligible for toll discounts.

• If you selected the Invoice ExpressAccount, you agree to make payment within the specified time period stated on your invoice.

INTEROPERABILITY

• Your account may be used at cooperating California toll facilities and other North American interoperable toll and parking facilities cooperating with TCA to electronically pay for tolls and/or parking services. Your usage of other interoperable toll facilities is subject to the terms and conditions established by that interoperable toll facility, including any restrictions on payment methods accepted.

• Your transponder and/or license plate registered on your FasTrak account may be used to pay for tolls on any toll facility or other location cooperating with TCA. It is not necessary to obtain a separate transponder or account with the toll agency that operates the other facility/-location. If you drive in a registered vehicle or a vehicle with your transponder, your license plate or transponder may be read by the electronic processing equipment and if so, a record of your transaction will be created. Such transactions will be charged in accordance with the rules, regulations and procedures of that toll facility or other location.

• If you use your registered vehicle or transponder on another interoperable toll facility or other location, you agree that TCA and/or the operator of the interoperable toll facility may bill you for any charges arising from such use, and that you will be responsible to TCA and/or the other operator for all such charges.

• You agree and hereby consent to TCA sharing with the operator of any interoperable facility any information collected from or about you or your account for purposes of processing and collecting tolls, fees and/or violations.

• You agree to follow policies and regulations of all interoperable toll or other facilities that you use.

RELEASE AND INDEMNITY (Transponder Usage)

You hereby release TCA from all loss, damage or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of a transponder issued to you by TCA. Neither TCA nor its agents will have any obligation or liability with respect to your use or the performance of the transponder. Your sole and exclusive remedy from TCA and its agents will be replacement of any defective transponder(s). You agree to indemnify, protect and hold harmless TCA and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the transponder.

TERMINATION

TCA may terminate this agreement at any time. Following termination and notification by TCA, you will remain responsible for payment of amounts you owe under this agreement. If your toll account balance is insufficient to cover charges payable by you, you will remain liable for all such amounts. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines or penalties, in accordance with applicable law.

For FasTrak Accounts: If TCA requests, or if you wish to terminate this agreement, you must return the transponder(s) to the TCA Customer Service Center. Upon termination and return of the transponder(s), your toll account balance and transponder deposit(s) (if paid in advance), less any amounts owed to TCA will be refunded to you within 21 days.

For ExpressAccounts: If TCA requests, or if you wish to terminate this agreement, your toll account balance (if paid in advance), less any amounts owed to TCA, will be refunded to you, within 21 days.

CHANGES

TCA reserves the right to change the terms of this agreement and our policies, deposits and minimum toll account balances at any time by providing written or electronic notice to you. You agree to all changes upon further use of The Toll Roads.

FAILURE TO COMPLY

Failure to comply with any portion of this agreement may result in your toll transactions being processed as violations under California Vehicle Code §4770 and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties as provided by law.

COMMUNICATIONS

Please address all correspondence to:
Toll Roads Customer Service Center
P.O. Box 57011, Irvine, CA 92619-7011
Telephone: (949) 727-4800

Website: TheTollRoads.com

*Tolls and fees in effect are listed on the TCA’s website: TheTollRoads.com. However, the absence of this information from the website at any time does not affect our right to impose charges in accordance with this agreement.