

License Plate Account Agreement

Please read this License Plate Account Agreement ("Agreement") carefully. By opening a License Plate Account to pay for San Francisco Bay Area bridge tolls you agree to the following terms:

General: This Agreement with the Bay Area Toll Authority ("BATA") and the Golden Gate Bridge, Highway and Transportation District ("Golden Gate Bridge"), collectively referred to in this Agreement as "the Agencies," allows you to pay for toll transactions on the Golden Gate, Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland Bay, and San Mateo-Hayward bridges by opening a License Plate Account and providing the requisite information in connection with your Application (as defined below). Express Lanes or any other toll facility in California are not eligible for payment via a License Plate Account. Failure to provide proper payment on these facilities will result in toll or other violations and additional fees and penalties.

This Agreement accompanies and is part of each License Plate Account application ("Application"), which is available at: <https://www.bayareafastrak.org/en/support/forms.shtml>.

You Agree to:

- Pay all the tolls charged to your License Plate Account.
- Obey all applicable laws, policies, and regulations, and observe posted speed limits.
- Promptly review your statement and notify the Customer Service Center ("CSC") (online by logging into your account, by phone or in person) of any questions regarding charges. Charges not questioned within 30 days of notice will be deemed valid.
- Promptly report any changes to your name, email/mailling address, vehicles, license plate numbers, and, if applicable, credit card number, security code, and expiration date, and any other information required by the Application when that new information is first known. You remain liable for all tolls charged to the vehicle(s) on your account until you have notified the CSC of any changes in vehicle ownership.

Payment Method, Minimum Account Balance, Fees and Charges:

1. Your account will not be charged until after crossing the toll plaza.
2. If you select the credit card option you authorize Golden Gate Bridge to charge your credit card the amount of each toll, plus any applicable transaction fees.
3. You may also pay by cash or check. In such case, you must pre-fund the account by maintaining a minimum balance sufficient to pay for the full amount of one toll. Pre-funding the account is optional if you authorize Golden Gate Bridge to charge your credit card. Partial tolls will not be charged to the account.
4. For transactions on bridges other than the Golden Gate Bridge, crossing the bridge with insufficient funds in the account will result in violation notices for the full toll amount, plus any fees and penalties, being sent to the vehicle's registered owner on file with the Department of Motor Vehicles. For transactions on the Golden Gate Bridge, crossing the bridge with insufficient funds will first result in invoices for toll charges incurred being sent to the vehicle's registered owner. Invoices not paid by the invoice due date as shown on the invoice will be processed as violations that are subject to fees and penalties as provided by law. See www.goldengate.org/tolls for the toll schedule.
5. You agree that a \$25 fee may be charged to your account for checks returned by your bank or financial institution.
6. You agree that Golden Gate Bridge may charge a fee for providing extra statements. Please see <https://www.bayareafastrak.org> or phone 877-229-8655 for current fee amounts.
7. You agree to waive all interest or benefits, if any that may accrue on any prepaid balances.

Termination: The Agencies may terminate this Agreement at any time and for any reason, including, without limitation, (1) your failure to pay any balance due within the time stated in any correspondence in connection with your License Plate Account or (2) your failure to incur any activity on your License Plate Account for 12 months or more. You may terminate your License Plate Account at any time by submitting a completed Account Closure Form.

Upon termination of a License Plate Account, any balance will be refunded to you within thirty (30) days, without interest, by check or credit card. Following any termination, you remain responsible for payments owed under this Agreement. If your License Plate Account balance is insufficient to cover outstanding charges, 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, and you may be subject to collection actions for any unpaid balance.

Changes: The Agencies reserve the right to change the terms of this Agreement and these policies at any time by providing email notice to you. You will be deemed to have received such notice ten (10) days after the notice is sent. Anyone who does not provide an email address can obtain updates to this Agreement by visiting <https://www.bayareafastrak.org>.

Release and Indemnity: You hereby release the Agencies and their directors, commissioners, officers, employees and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use of or participation in the License Plate Account program. You agree that neither the Agencies nor their directors, commissioners, officers, employees, or agents will incur any obligation or liability for any such loss, damage or injury. You agree to indemnify, protect, and hold harmless the Agencies and their directors, commissioners, officers, employees, and agents from all liability for any loss, damage or injury to persons or property arising from participation in the License Plate Account program.

Failure to Comply: Your failure to comply with any portion of this Agreement may result in your transactions being processed as violations under California Vehicle Code Section 4770, California Vehicle Code Section 40250 *et seq.*, and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties, and unpaid violations may be referred to collection or result in the Department of Motor Vehicles withholding your vehicle registration(s), as provided by law. The Agencies reserve the right to debit your account for unpaid violations, including, without limitation, fees and fines.

Personal Information Notice: Agencies' treatment of personally identifiable information is described in the Privacy Policy available at <http://www.bayareafastrak.org/en/support/privacy.shtml>. Your disclosure of personally identifiable information related to the License Plate Account program is voluntary. However, failure to provide the information requested may result in delays in the processing of your Application, updating account information, or in your inability to use all features of the License Plate Account program. Personally identifiable information provided by you will not be made available to third parties except as described in our Privacy Policy. You retain the right to inspect and edit all personally identifiable information pertaining to your License Plate Account. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Customer Service Center (CSC), along with your name, address, and account number, available at: <https://www.bayareafastrak.org>, by electronically submitting a Comment Form found on the "Contact Us" page at <https://www.bayareafastrak.org>, or by telephoning the CSC at (877) BAY-TOLL or 877-229-8655.

Governing Law, Severability: This Agreement shall be interpreted in accordance with the laws of the State of California without giving effect to any choice- or conflict-of-law rules that would cause the application of the laws of any jurisdiction other than the State of California. If any term of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining terms.

Effective 11/4/2014