

# BESTPASS Terms and Conditions RVTollPass

Welcome RVTollPass Customer! Your RVTollPass transponder is exclusively manufactured, distributed and programmed by TransCore, LP ("TransCore"). Pursuant to an agreement with TranCore, Bestpass offers toll processing services to TransCore's RVTollPass customers in the United States and Canada pursuant to these Terms and Conditions.

These Terms and Conditions, together with any referenced Addendums and your BESTPASS application constitute your Customer Service Agreement with BESTPASS ("Agreement"). Please read these terms and conditions and keep a copy for your records. By signing this Agreement you agree as follows:

## GENERAL

- Failure to comply with this Agreement may result in termination of your Account and/or penalties as provided by law.
- You may not assign the obligations or benefits of this Agreement.
- Failure to comply with all applicable traffic laws, regulations, signs, signals, and directions of toll collectors and law enforcement officers may result in termination of your Account and/or penalties as provided by law.
- You agree that any toll incurred prior to the activation of your account with BESTPASS remains your responsibility to pay. You certify that, to the best of your knowledge, you are in "good standing" with all tolling agencies and that there are no past due amounts owed to any tolling agencies by you at the time you enter into this Agreement. You agree to cooperate and provide BESTPASS with any and all proof necessary to satisfy any inquiry or claim made by such tolling authorities to the contrary.

## TRANSPONDER USE

- You may only use the Transponder on the vehicle(s) specifically registered and listed with BESTPASS.
- By using the Transponder or incurring toll based on your license plate, you authorize BESTPASS to debit your Account for all charges and tolls incurred, including charges by qualified Third Party Service Providers (TPSP) as detailed in this Agreement.
- By using the Transponder, you are subject to the laws and regulations governing such use.
- You must maintain a sufficient balance in your Account, and may not permit Transponder use unless a sufficient balance is maintained.
- Failure to utilize the Transponders in the manner outlined in this Agreement, by E-ZPass or any other third party provider or failure to abide by the payment/reimbursement terms may result in termination of your Account.

## YOUR ACCOUNT

- You must maintain a prepaid amount in your Account to cover applicable charges to your Account. Applicable charges, if any, will be deducted from your Account each time the Transponder is used or toll is identified by license plate. BESTPASS will also deduct from your Account applicable administrative fees and any other fees incurred pursuant to this Agreement.
- No interest will be paid on balances in your Account.
- You will receive a periodic statement unless there are no transactions and no financial activity in your Account during the applicable period covered by such statement.
- You agree to allow BESTPASS to enroll you with certain qualified Third Party Service Providers (TPSPs), allow BESTPASS to distribute data to said TPSPs and collect payment from your Account for amounts owed to said TPSPs.
- You agree to pay all charges incorporated in invoices prepared by BESTPASS and resulting from use of all transponders issued to you for services provided by BESTPASS and TPSPs. Said services will be invoiced by BESTPASS and may include the processing fees applicable to the use of transponders. A complete listing of all TPSPs subject to this Agreement and their respective fee schedules are available from BESTPASS.
- Failure to pay full balances on all invoices by the date due, failing to maintain a positive prepaid balance in your Account, and/or failing to replenish your prepayment balance to the designated levels when requested by BESTPASS will result in the loss of all eligible BESTPASS promotions and discounts for that billing cycle. Such failures may also be deemed a failure to comply with this Agreement and result in termination of your Account.

## NO GUARANTEE OF CONTINUED DISCOUNTS & REBATES

Discounts & rebates are determined and continued solely at the discretion of the particular tolling authorities, service providers or financial institutions BESTPASS works with. BESTPASS does not control and makes no guarantee that any discount rate or rebate available under this Agreement will continue or remain uninterrupted or unchanged.

BESTPASS will make every effort to notify you in advance of any rebate or discount rate change. BESTPASS receives notice of from a service partner or tolling authority. You agree that a rebate or discount rate change by BESTPASS or any tolling authority does not alter the terms of this Agreement or effect in any way your obligations to pay all charges incorporated in invoices prepared by BESTPASS and resulting from your use of transponders issued to you for services provided by BESTPASS and TPSPs.

Under no circumstances will BESTPASS be responsible for any outstanding balance you may have with any tolling authority for toll incurred prior to the activation of your account with BESTPASS. In the event that BESTPASS is notified by a tolling authority that you have an outstanding balance with said tolling authority from a period prior to the activation of your account with BESTPASS, BESTPASS will notify you as soon as practicable of that claim. If you confirm that the amount outstanding is accurate or if you fail or refuse to respond to the notice from BESTPASS of the claimed outstanding balance within thirty (30) days, BESTPASS reserves the right to retain any savings from discounts and/or rebates which would have been available to you under this Agreement and apply any such amounts toward any outstanding balance from the claiming tolling authority. BESTPASS will not retain any savings from discounts and/or rebates which are available to you under this Agreement in order to pay any such amounts toward any outstanding balance

from the claiming tolling authority if you timely indicate that the amount is disputed with the tolling authority. In the event that a claimed outstanding balance is disputed, you agree to cooperate fully with the tolling authority and/or BESTPASS in order to resolve that dispute in a timely fashion.

## VIOLATIONS

- If you use a Transponder when your Account is in a negative balance, suspended or revoked, or after the Transponder has been reported lost or stolen, you may incur an administrative fee of up to \$100 per occurrence; be charged the full charge for all tolls and fees incurred.
- If you use the Transponder in a vehicle other than one of the class for which the Transponder is designated, you may incur administrative fees of up to \$100 per occurrence.

## LOST/STOLEN OR NON-OPERATIONAL TRANSPONDERS

Unless as otherwise determined by the tolling authorities you will not be liable for the tolls associated with unauthorized Transponder use that occurs after you notify BESTPASS of a loss, theft or unauthorized use. For the replacement of a lost, stolen, defaced or damaged Transponder, you must contact TransCore directly. Any toll charges incurred during the shipment of Transponders back to TransCore are the sole responsibility of you and will be posted to your Account. To avoid these usage charges, make sure to place each transponder in the proper protective electromagnetic blocking sleeve.

## SCHEDULE OF SERVICE AND ADMINISTRATIVE FEES

Attached hereto as *Addendum "A"* of this Agreement is the Schedule of Service and Administrative Fees applicable to your Account.

BESTPASS reserves the right to change the terms of the Schedule of Services and Administrative Fees (*Addendum "A"*) at any time provided you are provided with 30 day advance written notice. Such modified terms shall take effect on the date specified therein.

## TERMINATION

- You may terminate this Agreement at any time by notifying BESTPASS in writing. Upon termination, your Account balance, if any, will be refunded to you after two (2) successive billing cycles have been completed without your Account incurring any tolls, fees or other chargeable activity during those billing periods. All outstanding charges will be deducted prior to such refund.
- In the event you fail to make payment in full, in addition to all of the rights and remedies set forth in this agreement, your Account will be suspended or terminated.

## COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by BESTPASS to collect any monies due under the terms of this Agreement.

## TAXES

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. BESTPASS is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transactions.

## CONSOLIDATED BILLING SERVICE

BESTPASS agrees to provide a consolidated invoice reflecting amounts claimed as owed by other entities providing services for or on your behalf as a result of your request for such service. Such consolidated rebilling shall be provided at the rates set forth herein. In doing so, BESTPASS remains an independent contractor for all purposes. In performing said limited rebilling BESTPASS shall in no way be deemed to in any way be the service provider for the underlying service but it is merely functioning as a one-stop place for billing at the request of, and for the products or services that are provided by TPSP. As such, you agree to pay to BESTPASS the amount as forwarded to BESTPASS by TPSP. Any dispute as to the amount owed shall be your obligation to resolve with the TPSP. BESTPASS is in no way guaranteeing the past or future provision of TPSP's services or the accuracy of the invoice as forwarded by TPSP. The only obligation of BESTPASS shall be to amend any invoice to represent any corrected amount as communicated by TPSP. You are referred to the terms and conditions of any agreements with any such TPSP. As such, all service and related questions are to be directed to the Third Party Service Provider. Under the foregoing terms, you desire that BESTPASS provide consolidated billing/re-billing services with the following Third Party Service Providers:

- All tolling authorities BESTPASS holds an account with.

You also agree:

- to give *BESTPASS* permission to charge your *BESTPASS* account for fees, charges or any other amounts as transmitted by the Third Party Service Provider referenced above;
- to authorize *BESTPASS* to pay the Third Party Service Provider the full amount presented to *BESTPASS* by Third Party Service Provider;
- to authorize *BESTPASS* to disclose information about your *BESTPASS* account to the Third Party Service Provider or related persons or entities;
- to indemnify *BESTPASS* for any and all liability for losses to *BESTPASS* for unpaid amounts;
- to comply with and be subject to all other provisions contained herein or in any terms of service from said TPSP.

#### **MODIFICATIONS**

*BESTPASS* may change the terms of this Agreement at any time with 30 days advance written notice. Such modified terms shall take effect on the date specified therein. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and affect.

#### **DISCLAIMER AND LIMITATION OF DAMAGES**

*BESTPASS*, is not responsible for the quality, safety, legality, or any other aspect of any transaction(s) related to your Account. Except as expressly otherwise provided in this Agreement, we make no representations or warranties of any kind to you, whether express or implied or arising out of course of dealing or usage, regarding your account, *BESTPASS* services or any services or products provided by any third parties, or any other subject matter of this Agreement, including without limitation, any implied warranties or merchantability or fitness for particular purpose or non-infringement. *BESTPASS* does not have any control over products or services provided by any TPSP or the transponder provided by TransCore, even if paid to or through *BESTPASS* and makes no warranty or guaranty as to these services.

Limited Liability. Except as otherwise expressly required by this Agreement or applicable law, we will not be liable to you for performing or failing to perform any obligation under this Agreement or use of the transponder. Without limiting the foregoing, we will not be liable to you for any delay, failure or malfunction attributable to your equipment, any payment system or any customer service function. If, despite the foregoing, we are held liable to you, the total liability may never exceed the amount paid or pre-paid to *BESTPASS* for the specific service/product, matter or transaction at issue. Also without limiting the foregoing, in no event shall you be entitled to recover any indirect, consequential, exemplary or special damages (whether in contract, tort or otherwise), even if you have advised us of the possibility of such damages.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

#### **SEVERABILITY**

If any provision hereof is held to be invalid or unenforceable, such determination shall not affect the validity of the remaining provisions hereof.

#### **NON-WAIVER**

No delay or failure by *BESTPASS* to exercise any right under this agreement, and no partial or single exercise of that right, nor acceptance of a partial payment, or the waiver of condemnation of any breach or default, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

#### **NON-DISCLOSURE**

*BESTPASS* respects the privacy of all Account holders. Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of *BESTPASS* and the entities providing *BESTPASS* services.

#### **INQUIRIES AND CORRESPONDENCE**

Notices, correspondence, payments or violation inquiries must be sent by postal mail to:

**BESTPASS, Inc.**  
**500 New Karner Road, Suite 5**  
**Albany, NY 12205**

For information purposes, the *BESTPASS* phone and e-mail addresses are as follows:

<b>Phone:</b>	<b>518-458-1579</b>	<b>Toll Free:</b>	<b>888-410-9696</b>
<b>Fax:</b>	<b>518-690-8113</b>	<b>E-Mail:</b>	<b>info@BESTPASS.com</b>

You agree that *BESTPASS* may provide notice or communications about your account and all matters relating to this account electronically via e-mail or via our website. Any electronic communication will be considered to be received by you 24 hours of the time we post it to our website or e-mail it to you. Any communication sent to you by postal mail will be considered to be received by you 3 business days after we send it.

#### **ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT. PAYMENT OF SERVICE ALSO ACKNOWLEDGES I UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**ADDENDUM A - RV Toll Pass  
BESTPASS SCHEDULE OF SERVICE AND  
ADMINISTRATIVE FEES**

<b>Monthly Bestpass Fees RV &amp; ITM (Fee Per Transponders)</b>	
Account Activity Service Fee (Per Month Per Transponder)	<i>Service Fee</i> \$14.99 (charged only in months with toll activity)
<b>Toll Prepayment &amp; Deposit</b>	
Toll Payment Deposit	\$50.00 to open account, replenished to \$50.00 once the balance falls below \$25. Any unused funds will be returned to the customer two bill cycles after account closure after payment of all outstanding tolls & charges.
<b>Monthly Miscellaneous Fees</b>	
Toll Violation and Out of Network Toll Invoice Processing	\$20.00 Per Toll Transaction
Payment Convenience Fee	2.6% on All Payments Processed
Declined Payment w/ Negative Balance Fee	\$50.00