



MINNESOTA E-ZPASS AGREEMENT

Welcome to the Minnesota E-ZPass Express Lanes!

Please read this Agreement carefully

1. GENERAL.

By opening and maintaining a Minnesota E-ZPass account you agree to the terms of this agreement. This Agreement (“Agreement”) with Minnesota Department of Transportation (“MnDOT,” “we”, “our” or “us”), together with any supplements allows the person named and his or her agents (“you” or “your”) to use the Minnesota E-ZPass Lanes and pay fees and other charges using an E-ZPass Tag (“Tag”). This Agreement confers only a license. All other rights remain the property of MnDOT.

YOU AGREE:

- a. To pay all tolls, fees and other charges applied to your Minnesota E-ZPass account (“E-ZPass account”).
- b. To select a Minnesota E-ZPass Tag for your E-ZPass account. You are provided a choice of two Tags: an E-ZPass Tag, or a License Plate Tag (special requirements needed). All terms of this agreement apply to all Tags unless specifically listed.
- c. To comply with all applicable traffic laws, regulations, signs and signals, and the directions of toll collectors and law enforcement officers.
- d. If you use your Tag on E-ZPass facilities other than Minnesota E-ZPass facilities, you are subject to the laws and regulations governing use at such facilities.
- e. To promptly review your statement and notify us within 30 days after your statement is delivered if you have any questions regarding any charges. Charges not questioned within 30 days after your statement is emailed or mailed are final.
- f. To promptly notify us of changes to any of the following:
 - Name
 - Address
 - Phone number
 - Email address
 - Vehicle information (make, model, year, color, license plate number(s))
 - Credit or debit card number and expiration date
- g. To install and use your E-ZPass Tag according to the instructions provided in your Minnesota E-ZPass Tag package and on our website, and ensure it is visible to the law enforcement officers at all times.
- h. That the Minnesota State Patrol may provide reports of incidents on the Minnesota E-ZPass lanes to MnDOT.

2. ACCOUNT BALANCE AND PAYMENTS.

- a. You authorize us to charge you an initial \$25 per Tag requested to establish your E-ZPass account balance. These funds are used to pay tolls when you drive in the Minnesota E-ZPass Express Lanes during tolling periods, or travel through other E-ZPass states.
- b. You authorize us to automatically replenish your E-ZPass account by charging a minimum of \$25 to your credit or debit card on file each time your E-ZPass account balance falls below a minimum of \$5. These recurring charges will continue until you notify us in writing you wish to terminate this Agreement, and all tags on the E-ZPass account are returned or otherwise accounted for. You acknowledge that it is your

responsibility to maintain your E-ZPass account balance at or above the required minimum balance at all times.

- c. You agree that we may suspend or close your E-ZPass account at any time, and any further use of your E-ZPass Tag after such suspension or closure will be treated as violation of terms of this agreement subject to all applicable fees and fines as established by MnDOT and/or the State of Minnesota.

3. FEES AND CHARGES.

- a. You agree to pay a \$15 Lost Tag Fee for every tag not returned to the Minnesota E-ZPass Customer Service Center.
- b. You acknowledge if your E-ZPass account is suspended or closed for lack of payment or violation of this agreement, that fees may be charged.
- c. If your E-ZPass account balance falls below zero, you’ll have 30 days from the date it becomes negative to make a payment and bring your account balance above the minimum threshold amount. If no payment is made after 30 days, a \$50.00 fee will be assessed and your account will become suspended.
- d. You acknowledge that if you do not comply with this Agreement, MnDOT will incur additional costs to secure your compliance with the terms of this agreement. You agree to reimburse MnDOT for all of its costs incurred in enforcing your obligations under this Agreement.
- e. You agree to pay \$2 for each statement requested to be provided to you by delivery through U.S. Mail.

Fee Schedule:

Lost Tag Fee	\$15.00
Account Suspension Fee	\$50.00
Optional Monthly Statement Fee	\$2.00/month

4. TAGS.

- a. Tags(s) will remain MnDOT property under all circumstances.
- b. You agree not use your Tag unless a sufficient E-ZPass account balance is maintained.
- c. You agree to properly install your Tag in or on your vehicle pursuant to the mounting instructions provided with your Tag(s). Failure to do so may result in your Tag not being read in the lane, the gate not being raised at some facilities, and may result in a violation for which you may be assessed administrative fees or other penalties as provided by law. Failure to properly install your Tag may result in other E-ZPass agencies taking images of your license plate to identify the registered owner. These images may be used to post toll charges at the cash rate and/or additional administrative fees to your E-ZPass account.
- d. You agree to notify the Minnesota E-ZPass Customer Service Center immediately if your E-ZPass Tag is lost or stolen. You are not responsible for future tolls once you report your tag as lost or stolen.
- e. E-ZPass Tags must be returned to the Minnesota E-ZPass Customer Service Center after being replaced by another Tag or when you elect to terminate your E-ZPass account. Tags not returned will remain active on your E-ZPass account and you are responsible for paying tolls associated with the Tag until it is returned or marked as lost or stolen.

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5. HOV BYPASS RAMPS.

An E-ZPass tag DOES NOT allow solo motorists to use the High Occupancy Vehicle (HOV) bypass ramps. HOV bypass ramps/lanes are restricted to carpools (two or more occupants in a vehicle), buses and motorcycles. Solo motorists, who are caught using an HOV ramp, are subject to a citation.

6. PROMOTIONAL CREDIT

MnDOT may periodically offer promotional credit to be used as toll credit. Promotional credit is added to your pre-paid account balance and used first before your own added funds to pay tolls. Promotional credit offered by MnDOT can only be used for E-ZPass lanes in Minnesota. Any unused promotional credit will not be refunded to you when your account is closed. Every promotion has its own set of requirements to qualify; please contact the Minnesota Customer Service Center to learn more, or visit our website at www.ezpassmn.org.

7. TERMINATION.

You may terminate this agreement at any time by returning your E-ZPass tag(s) to us in good working condition except for normal wear, along with a signed written notice. Tag(s) should be returned to the Minnesota E-ZPass Customer Service Center in person or by certified mail. Tag(s) will remain MnDOT property under all circumstances. Upon return of your Tag(s) and notice, your account balance will be refunded to you. All outstanding charges will be deducted prior to refund. Any portion of an E-ZPass account balance that remains from a promotional credit will not be refunded. The refund process may take up to 45 days. You agree that we may terminate your E-ZPass account for improper use at any time, and without notice.

8. CHANGE.

We have the right to change the terms of this Agreement and our policies, deposits, minimum E-ZPass account balances and other terms and conditions at any time by placing written notice via email or the U.S. Mail to the address listed on your E-ZPass account. All such changes will be effective and binding on you unless you terminate your E-ZPass account prior to the effective date of the change(s). Fee schedules are subject to change without notice.

9. LIMITED WARRANTY.

If you are dissatisfied with any service provided by MnDOT, simply terminate your agreement by providing a written notice and returning your Tag(s). Any remaining balance in your E-ZPass account (less any amount you owe) will be refunded to you. Any portion of an E-ZPass account balance that remains from a promotional credit will not be refunded.

10. RELEASE AND INDEMNITY.

- a. You acknowledge that we have not made and we expressly disclaim, any representation or warranty, express or implied, relating to the Minnesota E-ZPass Lanes or any Minnesota E-ZPass Tag (including without limitation, any implied or express warranty of merchantability or fitness for particular purpose), other than the limited warranty described in Section 8.
- b. Neither MnDOT nor its agents shall have any obligation or liability to you with respect to your use of the Minnesota E-ZPass Lanes or any Minnesota E-ZPass Tag, or any personal injury, property loss, or property damage sustained by you or your passengers. Your sole and exclusive remedies from MnDOT and its agents shall be the limited warranty described in Section 8.

- c. You further agree to indemnify, protect and hold harmless MnDOT and its agents from all liability for and from all loss, damage, or injury to persons or property whatsoever, known or unknown, arising out of or in any manner connected with your use of the Minnesota E-ZPass Lanes or any Tag.

11. GOVERNING LAW.

This Agreement is governed by the laws of the State of Minnesota.

12. DATA PRIVACY NOTICE/TENNESSEN WARNING.

MnDOT is asking you to provide the data on the application form in order to process your request for an E-ZPass Tag. You are not legally required to provide any of the requested data and you may refuse to do so. The only consequence of not supplying the data is that MnDOT will not be able to process your application.

MnDOT and/or its contractor will use the data to set up a financial E-ZPass account, whereby the transaction using an E-ZPass Tag will automatically record a specific E-ZPass Tag usage and effect a financial transaction to an E-ZPass account with the State of Minnesota.

MnDOT or its contractor may use the data you provide for: E-ZPass Interagency Group reciprocity, enforcement of invalid E-ZPass accounts and illegal tag usage; market research or customer service purposes related to this program; preparing summary financial reports and analyses that do not identify any individual Minnesota E-ZPass customers; conducting traffic research and customer analyses; and evaluating the Minnesota E-ZPass system. You agree to receive automated or live telephone calls from MnDOT or its contractor for customer service purposes including, but not limited to, declined credit or debit card transactions, pending credit or debit card expirations, potential or actual E-ZPass account deactivations at the telephone number(s) provided in your E-ZPass account. Neither MnDOT nor its contractor will market the data you provide.

The data you provide may also be released as follows:

- To MnDOT employees or contractors whose work reasonably requires access to the data.
- To the Minnesota State Highway Patrol.
- To the Minnesota Attorney General's Office.
- To the Minnesota Legislative Auditor's Office.
- To law enforcement agencies and prosecutorial authorities.
- Pursuant to court order.
- To any person or entity you authorize to receive the data.
- To any other person or entity authorized by state or federal law.

By opening a Minnesota E-ZPass account, you acknowledge and agree that you have read and understand the contents of this Agreement and Data Privacy Notice/Tennessee Warning.



Minnesota E-ZPass Customer Service

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Golden Valley, MN 55422

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E-mail: customerservice@ezpassmn.net

Website: www.ezpassmn.org