



www.EZPassDE.com Toll Free 1-888-EZPassDE - 1-888-397-2773

HOURS OF PHONE SERVICE OPERATION: 7 am - 7 pm Monday - Friday and 8 am - 2 pm Saturday
AUTOMATED ACCOUNT INFORMATION: 24 hours a day, 7 days a week
WALK-IN HOURS: 7 am - 7 pm Monday - Friday and 8 am - 2 pm Saturday

MAIN SERVICE CENTER

22-24 W. Loockerman St.
Dover, DE 19904

Biddle's Toll Plaza

2111 DuPont Hwy.
Newark, DE 19702

Dover Toll Plaza

200 Plaza Drive
Dover, DE 19901

Newark Toll Plaza

1200 Whittaker Road
Newark, DE 19702

Welcome to Delaware E-ZPass!

The enclosed transponder(s) will allow you to pay tolls quickly and conveniently in Delaware, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Virginia, and West Virginia — anywhere you see the *E-ZPass* logo. For nonstop toll payment, look for the dedicated ***E-ZPass* Only** lanes.

This transponder kit includes:

- **Your *E-ZPass* Transponder(s)** – Locate the 11-digit transponder serial number on the front of your transponder above the barcode. This is your transponder number. Your transponder has enough self-sticking fasteners to affix it to one car. If you need additional fasteners or any other supplies, call the Service Center at the toll-free number above.
- **“No Read” Bag** – A small electrostatic bag is included for each transponder. If, for any reason, you do not wish to pay your toll with your *E-ZPass* transponder, place the transponder in this bag well before you enter the toll lane. If you are already in the lane, it may be too late as your transponder will already have been read.
- **Customer Information Sheet** – Verify that your account information is correct. Please give us a call if you have any corrections. This would be a good time to write your vehicle license plate number next to the transponder number so that you know which transponder is on which car. This will be important if your transponder is ever lost or stolen.
- **Delaware *E-ZPass* Terms & Conditions** – The Terms and Conditions of your customer agreement are on the back of this letter. Please read them prior to using your Delaware *E-ZPass* transponder(s). By using your Delaware *E-ZPass* transponder, you agree with the Terms and Conditions.

Delaware *E-ZPass* Customer Guide is available for download on our Website, www.ezpassde.com. This guide includes installation instructions for your transponder; lists the facilities where *E-ZPass* can be used, explains how to access your account information, and answers commonly asked questions. A printed copy is available on request.

Replenishing Your Prepaid Account —

If you signed up for automatic replenishment, we will maintain your prepaid account balance for you by automatically charging your credit card or debiting your bank account when your account reaches its low balance amount. If your credit card/bank account information changes (i.e., a new account number or expiration date), please notify the Service Center immediately. If you choose to replenish your account by check, money order, or cash, it is your responsibility to maintain the proper balance in your prepaid account. If your account has no funds, you will not be able to use *E-ZPass* and may receive toll violations until your account is properly funded.

Thank you for joining Delaware *E-ZPass*!

If you have any questions about this kit or *E-ZPass* in general, call us at 1-888-EZPassDE,
or visit us on the web at www.EZPassDE.com.

I. TERMS AND CONDITIONS for E-ZPASS and E-ZPASS PLUS

These Terms and Conditions, together with your application, constitute your Delaware E-ZPass Agreement.

1) **Terms** — Failure to comply with this Agreement may result in suspension, revocation, or termination of your E-ZPass account. Failure to pay E-ZPass charges may result in additional penalties provided by law, including termination of your account.

2) Transponder Usage

- Use of your E-ZPass transponder binds you to the Terms & Conditions of this Agreement.
- Your E-ZPass transponder(s) may be used only on the vehicle(s) specifically listed on this account.
- Your E-ZPass transponder may be used wherever you see the E-ZPass logo.
- You must approach and pass through an E-ZPass lane at the posted speed limit and obey other traffic signs.
- You may not assign the obligations or benefits of this Agreement. The E-ZPass transponder is the property of the Delaware Department of Transportation.
- You must surrender your E-ZPass transponder(s) immediately upon our request.
- The application establishes your E-ZPass account with the Delaware Department of Transportation (DelDOT). DelDOT may enter into reciprocal agreements with other agencies. If your E-ZPass transponder(s) is used at any toll facility, parking facility or other facility accepting E-ZPass as a payment mechanism, you agree that all costs incurred in connection with the use of your E-ZPass transponder(s) will be charged by DelDOT to your E-ZPass account in the manner that you have authorized in your E-ZPass application and that you are responsible for all such charges. DelDOT may elect to have charges of \$20 or more charged directly to your credit card. You agree to pay the costs, including attorneys' fees, required to enforce the terms and conditions of the E-ZPass Program and pursue the collection of monies in connection with the use of your E-ZPass transponder(s).
- When you use your E-ZPass transponder, a non-refundable toll charge will be debited from your E-ZPass account.

3) Account Information

- Transponder Fee(s). There is a non-refundable fee of \$15 for each transponder issued to your account. Should a transponder fail to work within three years of the issue date, it will be replaced free of charge.
- Prepayment Amount. You agree to maintain a prepaid amount with us to cover applicable charges. Charges are deducted from your account each time the E-ZPass transponder is used. We will also deduct applicable administrative fees incurred under this Agreement.
- Account Balances. No interest will be paid on cash balances in your account.
- Replenishment. We will periodically review your usage. If your monthly activity is above your current replenishment amount, your replenishment amount may be adjusted accordingly and you will be notified in writing.

4) Account Status

- You will receive an electronic quarterly statement, unless there were no transactions and no financial activity in the account during the applicable period.
- If you wish to receive an electronic monthly statement, you will be charged \$1 per month for the months you would not be scheduled to receive a quarterly statement. For example, one year's worth of monthly statements would cost \$8.
- You may call us at 1-888-EZPassDE (1-888-397-2773) 24 hours a day, 7 days a week to access automated account information via our interactive voice response system. Your PIN is required.
- You may also access this information on our Web site (www.EZPassDE.com). You must use your username and password to access this information.

5) **Payments** — Account replenishment must occur when your prepaid amount decreases to or below the low balance amount specific to the method of payment you selected. If you replenish automatically by Credit Card/ACH bank account, replenishment will usually occur at or below \$10. If you replenish using cash or check, replenishment is required at or below one half of your replenishment amount. You can replenish your account in one of the following ways:

- By selecting "Option A" (credit card/ACH replenishment) you authorize us to automatically charge your credit card/bank account to replenish your prepaid amount. A returned ACH fee of \$25.00 will be charged for each ACH transaction denied by your bank.
- You can mail or hand-deliver a check to us. Checks should be made payable to "Delaware E-ZPass." A returned check fee of \$25 will be charged for each check returned to us.
- Cash payments must be made in U.S. dollars in person at a Delaware E-ZPass Service Center.

DO NOT SEND CASH IN THE MAIL

6) **E-ZPass Plus** — Allows you to pay for your parking with your E-ZPass transponder at selected airports and parking garages. See the Customer Guide or the website for more detail.

- Payment for E-ZPass Plus transactions under \$20.00 will be debited from your account balance.
- Payment for E-ZPass Plus transactions over \$20.00 will be charged immediately to the credit card on your account.
- Disputing E-ZPass Plus transactions must be done with the facility operator. This operator will direct Delaware E-ZPass to make any adjustments.
- The E-ZPass Plus program is transponder specific. This means that you may enroll only certain transponders on your account or all of them or none of them. You may opt out of the E-ZPass Plus program at any time.
- If your payment type changes to cash/ check or ACH at any time your transponders will be ineligible to use E-ZPass Plus at participating facilities.
- Customers selecting payment Option A (Credit Card) are automatically enrolled into E-ZPass Plus. If you elect not to participate in the program, you may opt out of E-ZPass Plus either by calling the Service Center or by accessing your account on the web.

7) **Transponder Misuse Fees** — Improper use of your E-ZPass transponder or failure to pay the proper charges may result in an administrative fee as follows:

- If you use your transponder when your account is in a negative balance, suspended, or revoked, or after your transponder has been reported lost or stolen, you may incur an administrative fee of up to \$50; may be charged the full undiscounted charge; and may be asked to surrender your transponder. You will also be in violation of the E-ZPass program and may be liable for fees, civil penalties and surcharges of up to \$87.50.
- If you use a valid transponder in a vehicle other than one of the class for which the transponder is designated, you may incur administrative fees of up to \$50, fees/penalties/surcharges of up to \$87.50, and may be asked to surrender your transponder. Such continued misuse may also result in revocation of your account.
- If you attempt to use a transponder without properly attaching it to your vehicle, you may incur an administrative fee of up to \$50 and fees/penalties/surcharges of up to \$87.50.

d) Administrative fees may be billed directly to your account. You may only contest the imposition of said administrative fees in writing to the Delaware E-ZPass Service Center. If the fee is rescinded, your account will be credited the amount of the rescinded fee.

e) **Damaged Transponders** — **DO NOT paint or otherwise permanently mark your transponder(s).** If your transponder has been altered or defaced in any way, you may be required to pay the applicable fee for the transponder. This fee is equal to the replacement cost of the transponder.

8) **Lost/Stolen or Defective Transponders** — Call 1-888-EZPassDE; visit the Web site (www.EZPassDE.com), or write us to report the theft or possible unauthorized use of your transponder(s). You will not be liable for unauthorized use of your transponder(s) after we receive notice from you of loss or theft. If your E-ZPass transponder(s) fails to work within three years of issuance for reasons other than abuse or improper use, and the transponder(s) is returned to a Delaware E-ZPass Service Center, it will be replaced at no extra charge to you.

9) **Disclaimer** — To the extent permitted by law, we expressly disclaim any representation of warranty, expressed or implied, relating to the E-ZPass transponder including without limitation, any implied or expressed warranty or merchantability, fitness for a particular purpose or conformity to models or samples. Nor are we liable for any third party action taken by reason of your use or display of the E-ZPass transponder(s). You agree to indemnify us and hold us harmless 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 E-ZPass transponder(s).

10) **Termination** — You may terminate this agreement at any time by returning your E-ZPass transponder(s) to us in good working condition except for normal wear. Transponder(s) should be returned to the Delaware E-ZPass Service Center in person or by certified mail. Transponder(s) will remain DelDOT property under all circumstances. Upon return of your transponder(s), your account balance will be refunded to you. All outstanding charges will be deducted prior to refund. 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.

11) **Collection Expenses** — You agree to pay all costs, including attorney's fees, incurred by us to collect any monies due under terms of this Agreement.

12) **Modification** — We may change the Terms and Conditions at any time. You will also be bound by any revised Terms and Conditions provided with your account statement (in form consistent with the form of statement requested upon application); a copy of the revised Terms and Conditions will also be mailed to you upon request. 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 effect.

13) **Changes in Account Holder Information** — You agree to inform us of any changes to the information provided on your E-ZPass application, including:

- Change in address, phone number, and/or e-mail address
- Change in vehicle information
- Change in credit card/bank account number or account status (closed account, maximum credit use)
- Expiration date of credit card account

14) **Governing Law** — This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

15) **Non-Disclosure** — Customer account information will not be disclosed to third parties without your consent except as permissible by law. This term of the agreement notwithstanding, we may, from time to time, provide your name and address to carefully screened third parties so that they may notify you of, or offer you, additional uses for your E-ZPass transponder(s) or account. We may also provide your account information to other agencies in conjunction with your use of their facilities with the E-ZPass transponder(s) assigned to your account.

16) **Inquiries and Correspondence** — Please send all applications, payments, account inquiries and general correspondence to the Delaware E-ZPass Service Center at the following address:

PO Box 777, Dover, DE 19903-0777

Telephone inquiries may be made toll free by dialing 1-888-EZPassDE (1-888-397-2773).

FEE SCHEDULE

Transponder fee	\$15.00	Transponder misuse fees.....	Up to \$87.50
Returned ACH/check fee.....	\$25.00	Optional monthly statement fee.....	\$1.00 per month

II. ACCOUNT REPLENISHMENTS

Periodically, your account usage will be reviewed and your prepaid replenishment amount will be increased to your average monthly usage. You will be notified in writing of this adjustment. Your replenishment amount from that point forward will equal the amount stated in the notification.

III. CUSTOMER SERVICE CENTER LOCATIONS

It's always easy to access information about your Delaware E-ZPass account. Visit our Web site at www.EZPassDE.com or call us at 1-888-EZPassDE (1-888-397-2773), where you can reach a Customer Service Representative 7 am - 7 pm Monday - Friday and 8 am - 2 pm Saturday. You can also visit us at the following locations:

Delaware E-ZPass Service Center, 22-24 W. Loockerman St., Dover, DE 19904

Hours of Operation:

Phone: 7 am - 7 pm Monday - Friday; 8 am - 2 pm Saturday

Automated Account Information: 24 hours a day, 7 days a week

Walk-In: 7 am - 7 pm Monday - Friday; 8 am - 2 pm Saturday

Additional Walk-In Customer Service is available at the three Main Line toll plazas (24/7):

Biddle's Corner (SR-1) — Dover (SR-1) — Newark (I-95)

IV. DISCOUNTS

Automatic Discount Rates — Some toll facilities offer all E-ZPass customers an automatic discount (no enrollment required). This discount varies depending on the roadway. E-ZPass customers receive the discounted toll rate (if applicable) when they use their transponder on those E-ZPass roadways.

All non-commercial Delaware E-ZPass customers are automatically enrolled in the Delaware SR-1 Frequent User Plan. This plan requires 30 or more qualifying transponder read trips on Delaware State Route 1 by 2-axle passenger vehicles within a 30-day rolling period based on posting date to your account. All the trips must be made with the same transponder. The discount (50% off the cash rates) is applied within 5 days after the end of the 30day period.