

E-ZPASS® APPLICATION FOR DISABLED VETERAN REVENUE PLAN

MAIL APPLICATION TO: E-ZPass

NSTRUCTIONS: See Page 2.	P.O. Box 15187
NSTRUCTIONS: See Faye 2.	Albany, NY 12212-5187

Section I	Section I Personal and Tag Information									
Disabled Vetera	an Name (Last, First, MI)		E-ZPass Tag No.							
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Section II Prepayment Calculation (Refer to the Instructions before completing.)										
						Mi	nimum Pre	epaid To	oll Amour	nt
B. OPTIONAL Discount Pl www.e-zpa completing required pr in the corre C. ADDITIONA selected ab	dilities, including the Thruway. Select this plan only if select any of the Special Discount Plans in Line B below.) DISCOUNT PLANS (Complete this section only if you are choosing an. Refer to the E-ZPass Discounts section located on the E-ZPass Discounts section located on the E-ZPass Discount Plans averaged this section. The dollar amount included on the list of E-ZPass Discount Plans averaged amount for that plan. Enter the applicable Plan Code and desponding boxes.) AL PREPAID TOLL (Enter an amount here only if the prepaid amount over will not cover your anticipated first month's charges.) PAID START-UP AMOUNT (Enter the total of Lines A through C controls.)	ss we ailable Discourequing ount(s	ebsite e befo int Pla red pr	at ore ans is repay	ment	А. В. С.	\$\$ Plan Co		Required	
Credit Card Nu	1 - Credit Card With Automatic Replenishment (the easiest way	y to p				·	iration Dat	e:	_ '	— ar
I authorize E-ZPass to immediately charge my credit card the total amount shown on Line D above. Whenever my prepaid amount decreases to or below the replenishment point for my account, I authorize E-ZPass to charge my credit card my replenishment amount. I understand that E-ZPass may periodically adjust my replenishment amount as described in the E-ZPass Customer Agreement Terms and Conditions ("Agreement"). I understand and agree that such charges will continue until my E-ZPass Account is terminated or I revoke this authorization in writing. Should I fail to return my Tag, or require a replacement, or incur an administrative fee or E-ZPass Plus charge, I authorize E-ZPass to charge my credit card the appropriate amount incurred under the terms of my Agreement. I understand that the replenishment amount may be adjusted to reflect actual usage. I authorize E-ZPass, in its discretion, to receive updated information about my credit card, including new account numbers and expiration dates, from the financial institution issuing my card.										
	Cardholder Signature						Date			_
Make check or i	2 - Check or Cash Replenishment money order payable to "E-ZPass" and mail with this Application CASH. Once your account is opened, sign up online to receive a									
Section IV	Disabled Veteran Agreement				-					
and conditions. account. I have	of this Application, payment and signature below constitute my of this Application, payment and signature below constitute my of the I understand and agree that by using E-ZPass facilities, the reserved, understand and accept the terms and conditions accompor my agreement.	sulting	g char	ges v	vill be de	educte	d from my	prepai	d E-ZPas	
	Disabled Veteran Signature		Date							

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INSTRUCTIONS

I. PERSONAL AND TAG INFORMATION

Enter your Tag Number. The Tag Number is found on the label side of the Tag. A four digit PIN will be mailed to you upon the processing of the Application. You must use the PIN to access your account by phone at 1-800-333-TOLL (8655) or through the E-ZPass website, www.e-zpassny.com.

II. PREPAYMENT CALCULATION (Lines A, B, C, & D)

Select the E-ZPass plan(s) that meet your needs. The dollar amount next to each plan is the required minimum prepaid toll amount. Enter this amount in the "Minimum Prepaid Toll Amount" column for all selected plans.

>> BASIC START-UP PLAN (Line A) - \$25.00

This plan allows use of the Tag on a revenue basis at all E-ZPass facilities. You receive a discount off the cash toll at Port Authority and MTA Bridges & Tunnels facilities. No minimum use is required under this plan.

>> OPTIONAL DISCOUNT PLANS (Line B)

Complete this section only if you are choosing an E-ZPass Discount Plan. Refer to the E-ZPass Discounts section located on the E-ZPass website at www.e-zpassny.com for more information regarding the Discount Plans available before completing this section. The dollar amount included on the list of E-ZPass Discount Plans is the required prepaid amount for that plan. Enter the applicable Plan Code and required prepayment in the corresponding boxes.

>> ADDITIONAL PREPAID TOLL AMOUNT (Line C)

The amount entered on this line should be the difference between your anticipated first month's toll charges and the prepaid amount(s) for the plan(s) you have selected.

>> TOTAL PREPAID START-UP AMOUNT (Line D)

Add the total dollar amounts of Lines A through C and enter the total amount on Line D.

III. PAYMENT METHOD

» CREDIT CARD REPLENISHMENT (Check Option 1) The easiest way to pay. There's no need to worry about a separate E-ZPass payment. It's automatic. As long as your credit card is in good standing, your E-ZPass balance will never run out.

>> CHECK OR CASH REPLENISHMENT (Check Option 2) Mail checks or money orders (payable to "E-ZPass") to the address below. For cash payments, provide the Vanilla Direct retailer the barcode located on the last page of your E-ZPass statement.

E-ZPass P.O. Box 15185 Albany, NY 12212-5185

DO NOT SEND CASH

IV. DISABLED VETERAN AGREEMENT

Your signed Application, the information provided above, and the terms and conditions printed on pages 3 and 4 of this Application constitute your Agreement for E-ZPass revenue status.

Telephone No.: (518) 471-5848

Hearing impaired, use NY Relay Service 711

Website Address: www.e-zpassny.com

Mobile App: Tolls NY

Disabled Veteran E-ZPass® Revenue Agreement Terms and Conditions

These terms and conditions, together with your E-ZPass Application 3) YOUR ACCOUNT (Cont.) For Disabled Veteran Revenue Plan (TA-W5080)("Application"), your E-ZPass Application For Disabled Veteran Non-Revenue Plan (TA-W5175), and the Terms and Conditions of TA-W5175, constitute your Disabled Veteran E-ZPass Revenue Agreement ("Agreement"). E-ZPass is an electronic toll collection system that allows you to prepay charges incurred at E-ZPass facilities. New York E-ZPass is operated under the auspices of the Metropolitan Transportation Authority ("MTA"), the New York State Thruway Authority ("NYSTA"), and the Port Authority of New York and New Jersey ("PANYNJ"). Your E-ZPass account ("Account") will be operable on all E-ZPass facilities, regardless of location. Please read the terms and conditions below and keep them for your records. By opening the revenue portion of your Account, you agree as follows:

1) GENERAL

- a. Failure to comply with this Agreement may result in termination of your Account.
- b. You may not assign the obligations or benefits of this Agreement.
- c. Failure to pay charges to your Account may result in penalties as provided by law.
- d. You must approach and pass through E-ZPass toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Account.
- e. You must comply with all applicable traffic laws, regulations, signs and signals, and the directions of toll collectors and law enforcement officers.

2) TAG USE

- a. You may use the Tag on the vehicle(s) specifically listed on your Application.
- b. In accordance with Section 5 herein, you must surrender a Tag immediately upon request.
- c. When you use the Tag at any E-ZPass facility, you authorize E-ZPass to debit your Account for charges incurred.
- d. If you use the Tag on E-ZPass facilities other than New York E-ZPass facilities, you are subject to the laws and regulations governing such use.
- e. You must maintain a sufficient balance in your Account, and may not permit Tag use unless a sufficient balance is maintained.

3) YOUR ACCOUNT

- a. 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 Tag is used.
- b. E-ZPass may deduct from your Account applicable administrative fees incurred pursuant to this Agreement.
- c. Your Account may be suspended based upon outstanding violations and/or for failure to pay administrative fees.
- d. No interest will be paid on balances in your Account.
- e. 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.
- f. You will be charged a fee for any request to retrieve a statement previously provided.
- g. You may, no more than four times per year, suspend the following monthly use plans for a minimum of one week and extend the monthly period for calculating the minimum

commuter trip charge by calling 1-800-333-TOLL (8655): Gov. Mario M. Cuomo Bridge Commuter Plan (MCC), Grand Island Commuter (GIC), New Rochelle Commuter (NRC), Yonkers Commuter (YKC), Harriman Commuter (HAC), Bridge Authority Discount (NYSBA). The first Tag use at the applicable bridge after the minimum one-week period will reactivate the monthly use plan.

h. E-ZPass, in its discretion, may receive updated information about your credit card, including new account numbers and expiration dates, from the financial institution issuing the card.

4) ACCOUNT PREPAYMENT

- a. You must pay a minimum prepaid amount sufficient to pay charges to your Account for a one-month period.
- b. Your Account must be replenished by your prepaid amount when your Account balance decreases to or below the replenishment point specific to your Account plan. You may choose to replenish your Account in one of the following ways:
 - 1. Authorizing E-ZPass to automatically charge your credit card for all charges to your Account.
 - 2. Checks (or money orders) made payable to E-ZPass. A returned check fee of \$25.00 will be charged for each check returned to E-ZPass unpaid by your bank.
 - 3. Cash payments made at an E-ZPass Customer Service Center only in U.S. dollars, or in Canadian dollars at the exchange rate E-ZPass may determine. DO NOT SEND CASH BY MAIL.
- c. An Account analysis is performed on all new Accounts 35 days from the first Tag use and every 90 days thereafter. If your monthly use is consistently above or below your prepaid amount, E-ZPass will adjust your prepaid amount to approximate a one-month level of use.
- d. If you have chosen to replenish your Account with a credit card, you may be enrolled in the E-ZPass Plus program. This Program allows you to use your Tag at authorized E-ZPass Plus facilities. If your Tag is used to incur E-ZPass Plus charges, then E-ZPass may charge your credit card that amount. Such credit card charges may be different from your replenishment amount and charged to your credit card at any time. By participating in E-ZPass Plus, you consent to the release of your name and address to E-ZPass Plus facility operators for collection purposes. If you choose not to participate in E-ZPass Plus, you must notify the E-ZPass Customer Service Center.
- e. Depending on usage or other charges to your Account, there may be more than one replenishment transaction within one statement period.

5) VIOLATIONS

- a. If you use the Tag when your Account is in a negative balance, suspended or revoked, or after the Tag has been reported lost or stolen, you may: incur administrative fees of up to \$50.00 per occurrence; be charged the full, undiscounted charge; and/or be asked to surrender the Tag to E-ZPass via certified mail or to plaza personnel.
- b. If you use the Tag in a vehicle other than one of the class for which the Tag is designated, you may incur administrative fees of up to \$50.00 per occurrence and/or be asked to surrender the Tag to E-ZPass via certified mail or to plaza personnel. Such continued misuse may result in revocation of your Account.

Disabled Veteran E-ZPass® Revenue Agreement Terms and Conditions

6) DISPUTES

You hereby authorize E-ZPass to decide in the first instance every question or dispute arising from, under, in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account. All disputes must be submitted in writing to the E-ZPass Customer Service Center within 180 days of notice that a toll, fee, or other charge has been made to your Account. You agree that the mailing or emailing to the address you state on your Application or to an address which you subsequently provide to the E-ZPass Customer Service Center constitutes notice to you of the tolls, fees and charges contained therein and of any determination by E-ZPass of your submitted dispute. The imposition of claims against PANYNJ, NYSTA and MTA arising from, under, in connection with or in any way related to this Agreement including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account, are governed as follows:

- PANYNJ the provisions of New York State Unconsolidated Laws, Sections 7101 through 7136 and New Jersey Statutes Annotated, Sections 32:1-157 through 32:1-176.
- NYSTA the provisions of Section 361-b of the New York State Public Authorities Law.
- MTA no action shall lie or be maintained unless such action shall be commenced within one year of notice of E-ZPass' determination regarding your dispute submitted pursuant to this Agreement.

7) LOST/STOLEN OR NON-OPERATIONAL TAGS

You will not be liable for unauthorized Tag use that occurs after you notify E-ZPass, orally or in writing, of loss, theft or possible unauthorized use. However, if a Tag is reported lost, or stolen, or is defaced or damaged, you will be charged \$16.00 for interior Tags and \$22.00 for exterior Tags. If a Tag is non-operational for reasons other than abuse or improper use, and the Tag is returned to E-ZPass Operations, the Tag will be replaced at no charge.

8) DISCLAIMER

You acknowledge that E-ZPass and all entities providing E-ZPass services have not made, and expressly disclaim any representation or warranty, express or implied relating to the Tag including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that E-ZPass and all entities providing E-ZPass services will have no obligation or liability whatsoever to you with respect to your use of or the performance of the Tag. You agree to indemnify and hold harmless E-ZPass and all entities providing E-ZPass services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the Tag.

9) TERMINATION

You may terminate this Agreement at any time by requesting such termination in writing and returning the Tag to E-ZPass. Tags should be returned to an E-ZPass Customer Service Center in person or by certified mail. Tags remain the property of the entities providing E-ZPass services. Upon termination and return of the Tag, once all outstanding charges have been deducted from your Account, any remaining balance will be refunded to you. Such refund will be made in the form of a check or credit to your credit card, depending on the manner in which you have chosen to replenish your Account balance.

10) COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by E-ZPass and all entities providing E-ZPass services to collect any monies due under the terms of this Agreement.

11) MODIFICATIONS

E-ZPass may change the terms of this Agreement at any time by 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 effect.

12) GOVERNING LAW

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

13) CHANGES

You agree to inform E-ZPass of any changes to the information provided by you in your Application, such as:

- · Address,
- · Vehicle information,
- Credit card account status (i.e., closed account, maximum credit use),
- Expiration date of credit card account, or
- Payment method.

14) NON-DISCLOSURE

E-ZPass 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 E-ZPass and the entities providing E-ZPass services.

15) INQUIRIES AND CORRESPONDENCE

Please send all correspondence, payments, Tag returns, or violation inquiries to:

Correspondence:

E-ZPass P.O. Box 15187 Albany, NY 12212-5187

Payments:

E-ZPass P.O. Box 15185 Albany, NY 12212-5185

Returned Tags:

NYS Thruway Authority E-ZPass Operations P.O. Box 189 Albany, NY 12201-0189

Violations:

E-ZPass Violation Payments P.O. Box 15186 Albany, NY 12212-5186

16) SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Cost of Tag if defaced, damaged, lost or stolen

	Exterior Tag	\$22.00
Returned check fee		\$25.00
Monthly statement by mail, annual fee		\$ 6.00
Duplicate copy of statement		\$ 2.00
Account revocation fee		\$25.00
Other Tag misuse/violation administrati	ve fees Up	to \$50.00

Interior Tag

\$16.00

E-ZPass and the entities providing E-ZPass services reserve the right to assess additional fees.