

The Massachusetts Turnpike Authority's ("MTA") FAST LANE® Program and the use of FAST LANE is limited to patrons who join the FAST LANE Program and maintain their account in "good standing," and to valid members of E-ZPass. A FAST LANE member in "good standing" means a patron who: (1) submitted a completed FAST LANE application to the MTA's FAST LANE Service Center; (2) affixed the FAST LANE transponder(s) in accordance with the instructions provided; (3) maintains their account current, with sufficient balance at all times to pay for all FAST LANE transactions; and (4) uses the FAST LANES in accordance with the FAST LANE Program Agreement and the MTA's regulations.

1. FAST LANE PROGRAM TERMS & CONDITIONS

The following are the terms and conditions governing the FAST LANE Program, which supersede any terms and conditions you may have previously received. These terms and conditions, together with your application, constitute the FAST LANE Program Agreement. Please read all of the terms and conditions and the entire application prior to using a FAST LANE transponder. When a transponder assigned to you is used, you agree as follows:

1. TERMS

- a) The MTA may, at any time, suspend or terminate your FAST LANE account, and/or electronically deactivate your FAST LANE transponder(s) for violation of applicable laws, regulations, or the terms and conditions of the FAST LANE Program Agreement. You shall remain and be liable for payment of all fines, penalties, costs, and monies owed pursuant to the terms of this agreement.
- b) The MTA reserves the right to reject any FAST LANE application.
- c) If any of the terms of this agreement are declared or found to be illegal, unenforceable or void, then the MTA and the FAST LANE patron shall be relieved of all obligations under that term. The remainder of the agreement shall be enforced to the fullest extent permitted by law.

2. TRANSPONDER USAGE

- a) You agree that the FAST LANE transponder(s) remains the property of the MTA. This is required for manufacturer warranty purposes, and to establish a mechanism for the proper disposal of an inoperable transponder once you return it to the MTA.
- b) You agree to affix the FAST LANE transponder(s) in the vehicle(s) in accordance with the instructions provided in the FAST LANE transponder kit, and to use the transponder(s) only in the vehicles that you have listed on your application, and updated as necessary. Failure to do so may subject you to a Violation Fine or a Video-Toll ("V-Toll") Administrative Fee.
- c) You agree that you may not use any designated FAST LANE unless the vehicle is properly equipped with a FAST LANE transponder and that vehicle has been listed on or added to your application and account.
- d) You acknowledge that you are required to enter and exit all toll plazas through a designated FAST LANE. Otherwise, you will be required to pay your toll in cash.
- e) When traveling on the Massachusetts Turnpike's ticket system (interchanges west of Route 128/I-95) and a point of exit, but no point of entry, is registered for the FAST LANE transaction, you agree that the FAST LANE system will assume the entry point that is farthest from the point of exit when calculating the toll amount. You may only contest the toll amount in writing to the FAST LANE Service Center within sixty (60) days of the disputed charge. If the toll is reduced, your account will be credited the amount of the reduced toll.
- f) You agree that you will comply with the posted speed limit for all FAST LANES. You are advised and you agree that exceeding the posted speed limit will subject you to fines and penalties and/or termination of your FAST LANE account.
- g) You agree to obey all applicable federal and state laws and regulations governing the use and operation of the MTA's facilities and the FAST LANE Program. Failure to do so may result in fines and penalties and/or termination of your FAST LANE account.
- h) You agree to pay all costs associated with the use of the FAST LANE transponder(s) assigned to you.
- i) You agree to obey all signage, postings and signal messages in the FAST LANES. You agree that you will not use the FAST LANE after you have received a message in the lane to "CALL FAST LANE" (signifying that a violation has occurred) until you have contacted the FAST LANE Service Center and verified that your account is in good standing.
- j) The MTA may enter into reciprocal agreements with other agencies. If your FAST LANE transponder(s) is used at any toll facility, parking facility or other facility accepting FAST LANE as a payment mechanism you agree that all costs incurred in connection with the use of your FAST LANE transponder(s) will be charged to your account in the manner that you have authorized in your FAST LANE application and that you are responsible for all such charges.

3. RETURNED, LOST/STOLEN AND DEFECTIVE TRANSPONDERS

- a) If you return your transponder(s) within ninety (90) days of opening your FAST LANE account, and it is in good working condition (not damaged or defaced) you will receive a refund equal to the amount of the Transponder Fee paid at the time the account was opened. No refunds will be paid for transponder(s) after ninety (90) days.
- b) You agree that you will notify the FAST LANE Service Center immediately if your transponder(s) is lost or stolen. You agree that you are responsible for any costs associated with any and all uses of the FAST LANE transponder(s) assigned to your account prior to such notification. The replacement fee for lost or stolen transponder(s) is equal to the amount of the Transponder Fee and Transponder Administrative Fee applicable as of the replacement date.
- c) Defective FAST LANE transponders must be brought or sent to a FAST LANE Service Center for testing and evaluation. Defective FAST LANE transponders will be replaced free of charge within three (3) years of issue date. If the FAST LANE transponder shows signs of misuse or abuse, or is returned after three (3) years, you will be required to purchase a replacement FAST LANE transponder. The replacement fee is equal to the amount of the Transponder Fee applicable as of the replacement date.

4. YOUR FAST LANE ACCOUNT

- a) You authorize the MTA to access and charge all costs associated with the use of your FAST LANE transponder(s) to the credit card listed on your application or your bank account, as applicable.
- b) You acknowledge that the MTA may review periodically the activity in your account and adjust your replenishment amount, if applicable, to more accurately reflect the average monthly costs incurred by you.
- c) You shall not assign the obligations or benefits of this agreement without the express written consent of the MTA or the FAST LANE Service Center.
- d) You agree that you are responsible for providing the FAST LANE Service Center with a credit card in good standing (i.e., valid, not expired and below the maximum balance), a banking account with sufficient funds, or a positive balance in your manual replenishment account, at all times to cover the costs associated with your use of the FAST LANE transponder(s).
- e) If you have selected "Manual Account Replenishment" as the payment method for your FAST LANE charges and your balance falls below \$0.00 you will be subject to the issuance of a Violation Fine and account termination. In lieu of account termination you may be allowed to retain your FAST LANE account, provided any outstanding balance is paid in full and you enroll in an automatic account replenishment payment method (credit card or bank account).
- f) You agree that the MTA shall not pay any interest on any FAST LANE account pre-paid balance or any transponder deposit.
- g) You acknowledge and accept that you will be charged a fee for each returned check for your FAST LANE Program account.

h) You certify that all information contained in your FAST LANE application is true and accurate. You agree to notify immediately the FAST LANE Service Center if any of the information contained in your application changes, including but not limited to, changes to address, credit card, bank account information, and vehicle and license plate information. Failure to do so may subject you to a Violation Fine or a Video-Toll ("V-Toll") Administrative Fee.

- i) Administrative fees may be billed directly to your account. You may only contest the imposition of said administrative fees in writing to the FAST LANE Service Center within sixty (60) days of the disputed charge. If the fee is rescinded, your account will be credited the amount of the rescinded fee.
- j) Unpaid balances due to the MTA may be turned over to a collection agency for enforcement and collection activities.

5. VIOLATIONS AND "VIDEO TOLL" ADMINISTRATIVE FEES

- a) In cases where your FAST LANE transponder is not read, but an image of the vehicle's license plate is captured in the lane and the license plate information for the vehicle is listed in your account, the appropriate toll amount shall be deducted from your account by use of the video image, referred to herein as a "video toll" or "v-toll." A Video Toll ("V-Toll") Administrative Fee shall also be applied to your account.
- b) You acknowledge and accept that you are required to maintain your FAST LANE account in good standing at all times and that if your account balance falls below \$0.00 you will be subject to a fine and penalties for unauthorized use of the FAST LANE under 730 C.M.R. 7.04 et. seq.
- c) You agree that in the event your account falls below \$0.00 due to an expired or rejected credit card, an insufficient bank account balance or an insufficient pre-paid balance and you proceed through a FAST LANE, you are in violation of the FAST LANE Program Agreement and the MTA's regulations, and you are subject to a violation and penalties under 730 C.M.R. 7.04 et. seq.
- d) Any use of the FAST LANE by a vehicle that is not listed on a FAST LANE application; a FAST LANE account not in good standing; or an invalid member of E-ZPass is prohibited, and the registered owner of any such vehicle is subject to a fine and penalties under the MTA's regulations.
- e) If you rent or lease a vehicle and receive a FAST LANE warning/violation you are advised that under Massachusetts Law the MTA must issue a violation to the registered owner of the vehicle (the rental or leasing company). The rental or leasing company is required to provide the MTA with the name and address of the renter/lessee within forty-five (45) days (G.L. c.90, § 20E). Upon receipt of this information within the statutory time period the MTA will issue the violation to the renter/lessee. The MTA has no obligation or liability whatsoever in any rental or leasing agreement.
- f) You are advised and acknowledge that violation enforcement cameras are used in FAST LANES. You agree that if you are issued a violation for unauthorized use of the FAST LANE System you are required to adhere to the MTA's regulations 730 C.M.R. 7.00-7.12 et. seq., for the payment or appeal of any violations. Under the MTA's regulations you must pay or appeal in writing any violation issued to you within sixty (60) days.
- g) Failure to pay or appeal violation fines within the time period and in the manner described on the violation notice may result in additional Violation Administrative/Late Fees, the termination of your account, the non-renewal of your driver's license and vehicle registration by the Registry of Motor Vehicles (RMV), and an RMV Non-Renewal "Marking Fee," along with any other legal action that the MTA is authorized to pursue to recover such monies owed.
- h) You agree that the information provided to, or contained in your FAST LANE Account can be used by the MTA in any administrative or legal proceeding by the MTA to collect any monies owed by you to the MTA.

6. DISPUTES/REFUNDS

- a) If you dispute any charge to your FAST LANE account you agree to notify the FAST LANE Service Center in writing at 27 Midstate Drive, Auburn, MA 01501, within sixty (60) days of the disputed charge or other item of dispute. The MTA will investigate the dispute and will make a good faith determination of whether an adjustment is warranted. You agree that the good faith determination of the MTA with regard to your dispute shall be final and binding upon you.

7. DISCLAIMER

- a) The MTA shall have no responsibility or liability to you for any loss, cost, expense or damage to you, any passengers or your vehicle, arising out of your failure to comply with any laws or regulations, or any terms and conditions of the FAST LANE Program Agreement, or out of your misuse or abuse of a FAST LANE transponder, or failure to follow instructions for the use and operation of FAST LANE transponder(s).
- b) Under no circumstances shall the MTA have any liability for any consequential, indirect, special, incidental, or punitive damages of any kind arising out of your participation in the FAST LANE Program.
- c) Except for its obligations under paragraphs 3 (a) and 3 (c) above, the MTA makes no representations or warranties, express or implied, with respect to the merchantability or fitness for a particular purpose or any other reason with respect to FAST LANE transponders and/or the FAST LANE Program.
- d) Except as otherwise specified herein, the MTA shall have no liability or obligation of any kind whatsoever arising out of a) your use of or the performance of the FAST LANE transponder, b) any defect or malfunction of a FAST LANE transponder or any defect or malfunction in any FAST LANE, or c) the failure of any FAST LANES to operate at any time or the unavailability of any FAST LANES at any toll plaza.
- e) The MTA does not warrant that there will be any FAST LANES, or that any particular number of FAST LANES will be available at any toll plaza, or that FAST LANE will be available at any other facilities.
- f) You agree to indemnify, defend, and hold harmless the MTA 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 FAST LANE transponder.

8. COLLECTION EXPENSES

- a) You agree to pay the MTA's costs, including attorneys' fees, required to enforce the terms and conditions of the FAST LANE Program and the collection of monies in connection with the use of your FAST LANE transponder(s).

9. NON-DISCLOSURE

- a) In accordance with the provisions of G.L. c. 81A, Section 10 (a) and (b), the MTA and the FAST LANE Service Center shall hold all customer account information confidential, except as otherwise authorized for MTA administrative and legal proceedings.

10. GOVERNING LAWS

- a) The FAST LANE Program Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any legal proceeding arising out of or under the FAST LANE Program Agreement shall be brought in the Superior Court of Suffolk County in Boston, Massachusetts.

11. TERMINATION

- a) You may terminate this agreement at any time by returning your transponder(s) to the FAST LANE Service Center. Transponders should be returned in person or by first class prepaid mail. Transponders will remain the property of the MTA under all circumstances. Upon termination and return of your transponder(s), your account balance will be refunded to you. All outstanding charges will be deducted prior to refund.

12. MODIFICATIONS

- a) The MTA may change the "FAST LANE Program Terms and Conditions" at any time by giving customers notice thereof. The terms and conditions shall become effective seven (7) days after such notice has been given.