



EXPRESS PASS LICENSE & USE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS. USING YOUR EXPRESS PASS CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

1. LICENSE

- a. Subject to the terms of this Agreement, the Utah Department of Transportation (UDOT) licenses to you, the Account Holder, the Express Pass transponder for your use on the I-15 Express Lanes and as otherwise agreed by UDOT.

2. EXPRESS PASS USE

- a. Your Express Pass must be properly mounted and activated in your vehicle when using the Express Lanes as a single-occupant vehicle (SOV), or solo driver, while a dollar amount is shown on the Express Lanes signs. Failure to do so is a violation of this Agreement and the Traffic Code and may subject you to citations issued by law enforcement.
- b. If the Express Lane signs show "HOV Only" or "Closed", your Express Pass will not be valid for SOV use. You must exit the Express Lanes at the next safe access point.
- c. If the Express Lane signs show "Free" or "\$0.00," your Express Pass is not required for travel in the Express Lanes, regardless of vehicle occupancy.
- d. You must obey all state traffic laws and rules that govern the use of state roads, including posted speed limits, while driving in toll lanes and approaches to toll lanes.

3. PRE-PAID EXPRESS PASS ACCOUNT USE

- a. It is your responsibility to maintain sufficient funds in your Express Pass account to cover the minimum monthly fee, toll transactions and other authorized charges for the use of your Express Pass.
- b. A minimum monthly account maintenance fee of \$2.50 will be deducted from your Express Pass account balance at the end of each month if you do not incur any tolls. The minimum monthly account maintenance fee will not apply if you incur \$2.50 or more in tolls during the month. Then, only the incurred tolls will be deducted from your account balance at the end of the month.
- c. Each time your Express Pass is read in an operating Express Lanes plaza, a trip toll will be compiled based on the zones in which you traveled. The trip toll amount will automatically be deducted from your Express Pass account balance.
- d. You are required to set up and maintain an automatic payment method on your Express Pass account. Automatic payment methods include credit cards or debit cards that do not require a PIN.
- e. By listing a credit or debit card as a payment method on your account, you are authorizing UDOT to automatically charge that card whenever:
 - a. You open your Express Pass account and one or more Express Pass transponders are issued to you.
 - b. Your Express Pass account balance is equal to or less than the low balance threshold specified in the Schedule of Charges at the end of this agreement.
- f. At transponder issuance, your Express Pass account will be funded with a minimum pre-paid toll amount per transponder, as specified in the Schedule of Charges. This amount will be automatically charged to your payment method on file.
- g. When your account balance is at or below the low balance threshold, your account funding level will be reloaded with a replenishment amount, as specified in the Schedule of Charges. This amount will be automatically charged to your payment method on file.
- h. If the account replenishment amount cannot be charged to your payment method on file, you may be invoiced or referred to collections for any unpaid tolls or other authorized charges. UDOT reserves the right to use external services or other resources to verify and/or identify unreported changes to your account information. You agree to be held responsible for any additional costs associated with collecting unpaid amounts due, including costs and reasonable attorney's fees.
- i. You may receive a notification that your account balance is low and could not be replenished. You violate this agreement if you use the Express Lanes as a solo driver without bringing your Express Pass account back to an adequate balance to cover trip toll amounts. UDOT will close your account if your payment information is not updated within 120 days of your first notification. You are responsible for:
 - a. Updating any Express Pass account information that changes, including name, address, phone and email address within 5 business days of the change.
 - b. Maintaining your payment method in valid status and ensuring that your payment method information on your Express Pass is updated when your credit or debit card expires or is reissued.
- j. Your Express Pass account may be maintained through UDOT's secure website at <https://www.expresspass.utah.gov>. Alternatively, you may contact customer service by phone at 855-813-9127.

4. SECURITY

- a. In order to protect the privacy of your information, UDOT will require that you provide and use verifying information to access your Express Pass account. This will include a password for online access, a PIN for phone access and one more piece of independent information, such as security questions.
- b. UDOT and its contractor reserve the right to deny access and prevent changes to the status of your Express Pass account if the requested verifying information cannot be provided.

5. ITEMIZED STATEMENTS

You may obtain, without charge, an itemized statement showing the transactions affecting your account balance through the secure website.

6. LOST, STOLEN, DAMAGED OR DEFECTIVE EXPRESS PASS

- a. You are responsible for informing UDOT if your Express Pass becomes lost, stolen, damaged, or destroyed. You may report this information to UDOT through the Express Lanes secure website at <https://www.expresspass.utah.gov> or by telephoning customer service at 855-813-9127. You will continue to be responsible for tolls and charges incurred by your transponder until you inform UDOT that your Express Pass has been lost, stolen, damaged, or destroyed, and your account is updated.
- b. The cost of replacement transponders will be automatically deducted from your Express Pass account.
- c. An Express Pass that appears to be malfunctioning or defective for reasons, other than improper treatment or use, should be returned to the Customer Service Center (ETAN, PO Box 9036, Addison, TX 75001-9036). The Express Pass will be replaced without charge.

7. TERMINATION OF LICENSE AGREEMENT

- a. UDOT may terminate your Express Pass License & Use Agreement at any time. Upon account termination, UDOT will immediately send notice to the email address on the account. Unused account funds will be refunded after 30 days, to allow any outstanding transactions to be processed. You will remain responsible for remittance of any outstanding balances due to UDOT.

8. DISPUTES/INQUIRIES

- a. Formal disputes or inquiries related to this agreement, your Express Pass or charges to your account may be submitted in writing to the UDOT Traffic Operations Center at PO Box 148270, Salt Lake City, UT 84114.

9. TOLL RATES

Toll Rates are set dynamically based on the traffic conditions in each zone within the minimum and maximum rates approved for that time of day. Zone tolls will be charged based on the current zone rate in effect at the time of the first transponder read in each zone and will be combined into a trip toll for the purposes of posting to Express Pass accounts.

10. GENERAL PROVISIONS

- a. UDOT is not liable for the performance of the transponder. You agree to indemnify UDOT against all damage, loss, cost, expense or liability that relates to the misuse or unauthorized use of your Express Pass. You agree to hold UDOT harmless for all damage, loss, cost, expense or liability that in anyway relates to the use or the performance of the Express Pass. UDOT HAS NOT MADE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE EXPRESS PASS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES).
- b. UDOT may change this agreement by providing written notice of any new terms to the account holders through the email address on your account. Notices will be deemed received 10 days after mailing to you address as listed on your Express Pass account or one day after transmission by email to the email address listed on your Express Pass account.
- c. If your Express Pass account balance is ever insufficient to pay amounts owed to UDOT, you will remain liable for those amounts and responsible for any reasonable costs, including attorney's fees, incurred by UDOT or its contractor to collect amounts due.
- d. You cannot assign your rights or obligations under this Agreement.
- e. Waiver. The failure of UDOT to enforce strict performance of any of the terms or conditions of this Agreement, or to exercise any right conferred, shall not be construed as a waiver or relinquishment of any extent of its right to assert or rely upon any such terms or rights on any occasion.
- f. Severability. In the event that any of the provisions, or portions of applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, this Agreement shall be construed and enforced as if such provision had not been included herein and the validity and enforceability of the remaining provisions, or portions of applications, shall not be affected.
- g. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter and supersedes any previous contracts, agreements or understandings. Nothing in this agreement should be construed as creating a joint venture or partnership between the parties. This Agreement is binding on the Account Holder and successors.
- h. Applicable Law. The essential validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be construed and governed by the laws of the State in which the services are performed; the parties further agree that the proper jurisdiction and venue of any claims, cause of action or litigation arising out of this Agreement shall be within the state of Utah.

SCHEDULE OF CHARGES

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| Initial Prepaid Toll Amount | \$25 per transponder |
| Account Replenish Amount | \$25 per transponder |
| Low Balance Threshold | \$10 per transponder |
| Transponder Cost (non-refundable) | \$9.65 per transponder |
| Minimum Monthly Fee | \$2.50 less tolls incurred |