

GEAUXPASS USER AGREEMENT

1. License. Subject to the terms of this User Agreement, the Louisiana Department of Transportation and Development (the DOTD) and/or its Affiliates (Hereafter, known as the Louisiana Tolling Collective “LTC”) licenses to Customer the GeauxPass toll tag automatic payment transponder (the GeauxPass) issued in connection with this application for Customer’s use on the state-owned toll facilities as otherwise agreed by the LTC. By using the GeauxPass, Customer agrees to comply with all terms of this User Agreement.

2. Use of GeauxPass.

- a. The GeauxPass transponder shall remain the property of the LTC at all times.
- b. Each GeauxPass transponder will be assigned to a single vehicle with a unique license plate. Customer agrees to activate, mount and display the GeauxPass in accordance with the instructions provided by LTC. Your GeauxPass transponder may not be used in another vehicle.
- c. Once applied, removal of the GeauxPass transponder will make the GeauxPass transponder inoperable.
- d. If your registered vehicle’s license plate information changes, Customer’s GeauxPass Account MUST be updated prior to use of any state-owned tolling facility or other authorized and interoperable toll facility.
- e. Customer may use the GeauxPass transponder for automatic payment on any authorized facility of another public or private entity. Customer is responsible for verifying whether other toll facilities accept GeauxPass for payment. (See Section 9.)

3. Customer’s GeauxPass Account.

- a. Customer agrees to maintain a GeauxPass Account with sufficient balance, ALL current license plate information (including trailers, boats, etc.), valid payment method and contact information (address, phone and email).
- b. Toll charges are assessed based on the Toll Rate Schedule in effect at the time of the transaction. The applicable toll will be charged to your account each time your GeauxPass transponder passes through the toll gantry.
- c. Customer is responsible for providing accurate account information and updating account information if it changes. Visit geauxpass.com or call customer service at 1-866-662-8987 to change or update your account information. Failure to update your account information will result in toll notices and if they go unpaid, may result in additional fees and fines.
- d. For Users signed up for Auto-Replenishment, LTC will charge the Automatic Replenishment Amount found in the Account Parameters to the Customer’s credit or debit card to fund the GeauxPass Account automatically when the Customer’s Account reaches the Low Balance Threshold found in the Account Parameters. The Customer is solely responsible for ensuring that the information on the GeauxPass Account is valid and accepting charges and can be automatically/electronically re-billed in the amounts required herein. An account analysis is performed every 90 days. If your regular use is consistently below your current payment, we will adjust your minimum payment to approximate a month’s level of actual use (\$20.00 minimum). A Replenishment Level Change Notification Letter will be sent whenever the replenishment level is adjusted, resulting in an increased Prepaid Toll payment.
- e. A \$30 minimum pre-payment is required to open a GeauxPass Account.

4. Itemized Statements, Fees and Charges. An itemized statement showing the transactions affecting Customer’s GeauxPass Account may be obtained via the GeauxPass website. Such information may be obtained for free when



accessing the customer's password protected information via the GeauxPass Manage Your Account page on the website. You may elect to receive monthly statements mailed at a charge of \$2.64 per month. For a complete list of all fees please view on the GeauxPass website or the inquire thorough the Customer Service Center.

5. Lost, Stolen, Damaged or Defective GeauxPass transponder. If Customer's GeauxPass is lost or stolen, Customer must notify the GeauxPass Customer Service Center immediately so GeauxPass Customer Service Center may deactivate the GeauxPass transponder. Until Customer notifies GeauxPass Customer Service Center that the GeauxPass transponder is lost or stolen, LTC may continue to deduct from the Account all fees incurred through the use of the GeauxPass transponder and continue to charge Customer's account as provided in Section 3. LTC will issue Customer a new GeauxPass transponder at the current purchase price to be charged to the Customer's Account for each replacement GeauxPass transponder, as well as for any GeauxPass transponder damaged from abuse or improper use. If a vehicle is sold or transferred to another party it is the responsibility of the Customer to remove and notify the GeauxPass Customer Service Center so the transponder is deactivated, failure to do so will result in continued charges.

6. Termination of Agreement. The LTC may terminate the use of Customer's GeauxPass Account at any time. Customer may terminate this agreement at any time upon written notification to the DOTD. Customer will be refunded any remaining funds via LTC credit card refund process, without interest, after Customer's GeauxPass account is closed. The Cash/Check User will be refunded any remaining funds (minimum of \$1.00), via LTC processed check, without interest, after Customer's GeauxPass account is closed. The physical GeauxPass transponder has no cash value.

All GeauxPass accounts that have had no activity in two years shall be deemed abandoned accounts for the purposes of treatment as unclaimed property.

7. Inquiries. Questions may be directed to: GeauxPass Customer Service Center by phone at 1-866-662-8987 during our regular business hours or visit geauxPass.com.

8. Multiple GeauxPasses transponders on a single account. If Customer registers more than one vehicle on a single account, each vehicle must have a unique GeauxPass transponder affixed to the windshield of the registered vehicle. The Account Replenishment Balance and other charges will be increased incrementally in accordance with the rate schedule in effect at the time that the addition is made. Account owner is responsible for all charges and fees for GeauxPasses within the account.

9. Interoperability.

a. In the event that Customer uses a GeauxPass transponder to access a facility that is interoperable with the LTC, the LTC will share necessary information about Customer's GeauxPass Account for purposes of billing and collecting the proper tolls and fees.

b. Use of Customer's GeauxPass transponder on the facilities of another entity shall subject Customer to the rules and regulations of that entity. In addition, the entity, at its sole discretion, may refuse to accept Customer's GeauxPass transponder as a method of payment.

10. General Provisions.

a. The LTC is not liable for the performance of the GeauxPass transponder. Customer agrees to indemnify the LTC against all damage, loss, cost, expense or liability that relates to the misuse or unauthorized use of Customer's GeauxPass transponder. Customer agrees to hold harmless the LTC against all damage, loss, cost, expense or liability that in any way relates to the use or the performance of the GeauxPass transponder. LTC HAS NOT MADE, AND DOTD EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE



GEAUXPASS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES).

b. LTC may change the terms of this GeauxPass User Agreement at any time, by providing Customer notice of any new terms. The new terms will be effective thirty (30) days after the notice is posted. Continued use of the GeauxPass transponder will constitute acceptance of the revised terms. If Customers do not accept the revised terms, Customers should cease using the GeauxPass transponder and notify GeauxPass Customer Service Center. Following notification, the GeauxPass Account will be closed as described above.

c. If Customer's GeauxPass Account is insufficient to pay amounts owed to LTC, Customer will remain liable for those amounts and responsible for any reasonable costs, including attorney's fees, incurred by LTC, or its agents to collect any amount due. Customer will be responsible for a returned check fee on any check returned by Customer's bank.

d. This agreement is not transferrable.

e. This User Agreement shall be governed by the laws of the State of Louisiana. If any part of this User Agreement is deemed invalid by a court of competent jurisdiction, all other parts shall remain in full force and effect. Any action to enforce the terms and conditions of this agreement shall be brought in the 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana.

I hereby apply for a license to use the GeauxPass transponder which, subject to all applicable rules of the LTC and other applicable entities, will allow me to gain passage on GeauxPass toll facilities and to gain access or use of other authorized facilities. I agree that I have read, understand and will be bound by the terms of this GeauxPass User Agreement. It is understood and agreed that Customer's execution of this GeauxPass application, and/or use of Customer's GeauxPass transponder on GeauxPass toll facilities or other interoperable facilities, Customer has authorized LTC to make charges against customer's account and credit card to satisfy Customer's obligations under this User Agreement.

Customer's Printed Name Account Number

Customer's Signature Date