

TxTag® License and Use Agreement

Please read this document and keep a copy for your records. Use of the TxTag constitutes your acknowledgement and acceptance of the terms of this Agreement. If you do not accept the terms of this Agreement, do not install or use the TxTag and contact the Customer Service Center (CSC) to obtain a refund.

I. General

Subject to the terms of this Agreement, the Texas Department of Transportation (TxDOT) licenses to you the TxTag automated payment tag (Tag) and account management card (Card). By using the Tag and Card, you agree that TxDOT can establish a TxTag account (Account), for your use on TxTag toll facilities and as otherwise agreed by TxDOT. Failure to comply with this Agreement may result in the suspension, revocation, and/or termination of your Account and ability to use the Tag. Failure to pay a toll or other charges to your Account may result in additional penalties, fines, and fees, as provided by law. This Agreement shall be governed by the laws of the state of Texas. If any part of this Agreement is held to be invalid or unenforceable, all other parts shall remain in full force and effect.

You cannot assign your rights or obligations under this Agreement.

2. Rates, Fees and Charges

Applicable rates (see Attachment A – Account Parameters) will govern the creation and on-going usage of your Account.

Applicable fees and/or charges (see Attachment B – Schedule of Fees and Charges) may be billed directly to your Account and deducted from your Account balance. You may only contest the imposition of a fee or charge in writing to the CSC, and if a fee or charge is rescinded, your Account will be credited the amount of the rescinded fee.

3. Placement and Use of Tag and Card

You must mount and use your Tag according to TxDOT's instructions. Your Tag may not be transferred between vehicles. You may not assign a Tag number, Card number, or license plate number to more than one Account.

You may use your Tag as a method of payment only in toll lanes that are open and designated for TxTag use. When you use your Tag as a method of payment in these toll lanes, a non-refundable toll will be charged to your Account. If the toll lane is equipped with an exit traffic signal, you may not pass through the toll lane until the traffic signal turns green or yellow. If the signal does not turn green or yellow, the system has not accepted your Tag and you must pay the applicable toll in cash before you pass through the toll lane. A yellow light is an indication that your Account balance is low. If the light turns yellow, you should replenish your Account before the balance is insufficient to cover incurred tolls.

If you pass through a toll lane without paying the proper toll, you may be fined and/or have your Account suspended, resulting in violations, administrative fees, and other penalties.

You must obey all posted speed limits in, on approaches to, and exiting from toll lanes and comply with all other state traffic laws.

You may also use your Tag as a method of payment at any public or private entity that is designated for TxTag use.

4. Damaged or Defective Tag or Card

If your Tag or Card is damaged or defective, you must notify the CSC immediately.

5. Invoices and Violations

If your Tag is not read and the license plate information on your account is not accurate, you may receive an invoice for payment of the toll or a violation depending on the roadway traveled.

If you receive an invoice or violation, please contact the CSC immediately to identify and correct the problem and to update your vehicle information.

Depending on the roadway traveled, you may also receive an invoice or violation if your Account balance is too low to cover the cost of tolls. Toll amounts that are invoiced will be billed at a higher rate to offset the costs related to processing your license plate information.

6. Lost, Stolen, or Sold

If your Tag or Card is lost, if you sell a vehicle that is registered to your Account, or if your Tag, Card, and/or vehicle is stolen, you must notify the CSC immediately so the Tag, Card, and/or vehicle on your Account can be deactivated. Until TxDOT receives notice, you will be liable for any incurred tolls, fees, and/or charges that may be deducted from your Account, and charges to your credit card as provided herein.

7. Customer Account Types

Account Parameters for all Account types are set forth in Attachment A.

In order to prevent unnecessary invoices or toll violations, the first time your Tag is read in a TxDOT toll lane, the system will automatically capture an image of your vehicle's license plate and associate the license plate number with your Account.

The following customer Account types are available:

A. Registered Accounts

To establish a Registered Account, you must provide your name, mailing address, phone number, and vehicle information (i.e. year, make, model, and license plate number).

A Registered Account can have a maximum of five (5) active Tags assigned to the Account at one time, and each Tag must have a separate vehicle assigned to it. Vehicles with more than two (2) axles are not permitted on Registered Accounts (see Commercial Accounts section below).

Registered Accounts can be replenished automatically or manually.

B. Unregistered Accounts

To establish an Unregistered Account, you must pre-fund an Account with a minimum of \$20 but do not have to provide any personal information (name, address, vehicle make and model, etc.).

An Unregistered Account can have only one (1) active Tag assigned to the Account at one time. Vehicles with more than two (2) axles are not permitted to establish Unregistered Accounts (see Commercial Accounts section below).

An Unregistered Account must be replenished manually (AutoPay is not possible).

Unregistered Accounts are not eligible for refunds. To receive a refund on an Unregistered Account, you must first convert the Account to a Registered Account by contacting the CSC.

C. Commercial Accounts

You must establish a Commercial Account if you have a vehicle with more than two (2) axles or if you need more than five (5) vehicles on one Account. To establish a Commercial Account, you must provide your name, mailing address, phone number, and vehicle information (i.e. year, make, model, and license plate number). If applicable, company or organization name, owner or executive officer name, and contact person name and information will also be requested.

Commercial Accounts can have an unlimited number of active Tags.

Commercial Accounts can be replenished either automatically or manually.

8. Account Management

A. Prepaid Account

All Accounts are prepaid and an Account holder must maintain sufficient funds to cover tolls and charges incurred by the use of the Tag. Each time a Tag is accepted as a method of payment at a toll lane or the Account incurs a fee, the applicable amount will be deducted from the prepaid balance of the Account.

B. Account Balance

It is your responsibility to maintain a balance in your Account sufficient to cover any tolls, fees, and charges incurred. If your Account balance is ever insufficient to pay amounts you owe to TxDOT, you will remain liable for those amounts and

are responsible for any related fees and costs, including attorney's fees, incurred by TxDOT to collect those amounts due. In addition, you may be subject to civil and criminal penalties. Failure to maintain your Account balance may result in invoices or toll violations.

The minimum required prepaid toll balance will depend on the Account type and number of tags maintained on the Account in accordance with the rate schedule in effect at that time.

C. Replenishment Payments

You may replenish your Account with a valid credit or debit card [not requiring a personal identification number (PIN)] on the TxTag website, over the telephone, at one of our retail partners, or in person. You may replenish your Account with a check by mailing or hand delivering a check to the CSC or one of TxDOT's retail partners. Cash payments will be accepted at the CSC and at TxDOT's retail partners.

D. Automatic Replenishment

You may elect to have your Account automatically replenished by your credit or debit card when your Account balance reaches the Low Balance Threshold amount (see Attachment A). Depending on your usage or other charges to your Account, there may be more than one replenishment transaction in any given month.

Accounts on automatic replenishment will be periodically analyzed for toll usage. If your monthly usage is consistently more than your Automatic Replenishment Amount, this amount will be adjusted to approximately one-month level of use.

Unregistered Accounts are not eligible for automatic replenishment.

E. Account Information

You are responsible for ensuring that your Account information (address, vehicle(s), credit card(s), etc.) is up-to-date and accurate. If your Account is automatically replenished, it is especially important to ensure that your credit card number(s) and expiration date(s) are up-to-date and accurate. You can verify and update your Account information via the CSC or the website.

TxDOT may enlist services or resources that are or may become available to verify and update your Account information as necessary, including but not limited to your address and vehicle information. Failure to maintain your Account information may result in invoices or toll violations.

F. Closed Accounts

You may close your Account at any time by written request to the CSC. If you have a bumper mounted tag or a motorcycle tag, you must return it to the CSC. Once the request to close your Account is received by TxDOT, your Tag and Card will no longer be valid. A refund of any remaining Account funds (after all applicable fees and charges have been applied) will be issued to you after the closing process is complete. If you replenish your Account by credit or debit card, a refund will be issued to the card on file. If you replenish your Account by cash or check, a refund check will be mailed to the address on file.

Unregistered Accounts are not eligible for refunds.

9. TxTag Website

You may use the website at www.TxTag.org to change or update your Account information. Your use of the website shall be deemed your consent to modify your information within the TxTag record system. In the case of a change in credit card information, updates made through the website shall be deemed as your authorization for TxDOT to charge (periodically, if applicable) that credit card for the amounts necessary to satisfy your obligations under this Agreement.

In order to protect the privacy of your information to the extent allowed or required by law, TxDOT may require that you provide verifying information to access your Account. TxDOT reserves the right to deny access to your Account if the requested verifying information is not provided.

10. Itemized Statements

You can obtain an itemized statement (monthly or on-demand) for your Account detailing the transactions (tolls and other transactions) posted during the respective time period. See Attachment B for applicable statement fees.

Unregistered Accounts are not eligible to receive monthly statements.

11. Interoperability

You may use your Tag at toll and other facilities that accept TxTag as a method of payment. When you use your Tag at the facilities of another entity, you will be subject to the rules and regulations of that entity. In addition, the entity, at its sole discretion, may refuse to accept your Tag as a method of payment.

To enable you to use other facilities that accept TxTag as a method of payment, information about your Account will be shared with other entities for purposes of billing and collecting the proper tolls and fees.

In order to use your Tag at non-TxDOT facilities, your Account balance must be above your Low Balance Threshold (See Attachment A) or your Account must be on automatic replenishment.

12. Termination of Agreement

TxDOT may terminate this Agreement at any time. Upon termination, any remaining Account funds (after all applicable fees and charges have been applied) will be refunded. Unregistered Accounts are not eligible for refunds.

13. Miscellaneous Provisions

The Tag and Card shall remain the property of TxDOT at all times.

TxDOT and other facilities that accept Tags are not liable for your use of or the performance of the Tag. You agree to indemnify and hold harmless TxDOT and other facilities that accept Tags against all damage, loss, cost, expense, or liability that relates to the misuse or unauthorized use of your Tag. You agree to indemnify and hold harmless TxDOT and other facilities that accept Tags against all damage, loss, cost, expense, or liability that in any way relates to the use of the Tag. **TxDOT DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE TAG INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES.**

TxDOT may change the terms of this Agreement at any time by advance written notice. Updates will be mailed to registered account holders. Unregistered account holders will not receive advance written notice of changes to the terms of this Agreement; unregistered account holders are responsible for monitoring Agreement updates posted on the TxTag website. Notices will be deemed received 10 days after being mailed to you at the address on file. Continued use of the Tag will constitute acceptance of the revised terms. If you do not accept the revised terms, you should cease using the Tag and notify the CSC. Following notification, your Account will be closed as described above.

You will be responsible for a returned check fee on any check returned unpaid by your bank (See Attachment B).

14. Non-Disclosure

Account information will not be disclosed to third parties without your consent except as permitted by law and the policies of TxDOT.

15. Contact Information

If you have any questions about this Agreement or TxTag, please visit the website at www.TxTag.org. You may also call 1-888-GoTxTag (1-888-468-9824), or visit the CSC at 12719 Burnet Rd., Austin, Texas 78727-4206.

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ATTACHMENT A – ACCOUNT PARAMETERS

Registered Accounts				
Number of Tags	Minimum Initial Prepaid Toll Amount	Initial Automatic Replenishment Amount**	Low Balance Threshold	Tag Fee*
1	\$20.00	\$20.00	\$10.00	\$9.65 per Tag
2	\$40.00	\$40.00	\$10.00	
3	\$60.00	\$60.00	\$15.00	
4	\$80.00	\$80.00	\$20.00	
5	\$100.00	\$100.00	\$25.00	

An Account requiring six (6) or more Tags must be established as a Commercial Account.

* A \$20.00 deposit is required per Bumper or Motorcycle Tag, in lieu of standard Tag fee.

** If your monthly use is consistently more than your Automatic Replenishment Amount, this amount will be adjusted to approximately one-month level of use.

Unregistered Accounts				
Number of Tags	Minimum Initial Prepaid Toll Amount	Initial Automatic Replenishment Amount	Low Balance Threshold	Tag Fee
1	\$20.00	Not Applicable	\$10.00	\$9.65 per Tag

Only one (1) Tag can be assigned to an Unregistered Account.

Unregistered Accounts are not eligible for Bumper or Motorcycle Tags.

Commercial Accounts				
Number of Tags	Minimum Initial Prepaid Toll Amount	Initial Automatic Replenishment Amount**	Low Balance Threshold	Tag Fee*
Unlimited	\$30.00 per Tag	\$30.00 per Tag	1/2 of Initial Prepaid Toll Amount	\$9.65 per Tag

* A \$20.00 deposit is required per Bumper or Motorcycle Tag, in lieu of standard Tag fee.

** If your monthly use is consistently more than your Automatic Replenishment Amount, this amount will be adjusted to approximately one-month level of use.

ATTACHMENT B – SCHEDULE OF FEES AND CHARGES

Account Type	Description	Amount
ALL	Tag (Initial)	\$9.65 per Tag
	Tag Deposit for Bumper Tag and Motorcycle Tag	\$20.00 per Tag
	Replacement Tag – Defective	no charge
	Replacement Tag – Lost/Stolen/Non-Defective	\$9.65 per Tag
	Replacement Bumper or Motorcycle Tag – Lost/Stolen/Non-Defective	\$20.00 per Tag
	Mailed Monthly Statement or Invoice [five (5) pages max.]*	\$1.00 per month
	Mailed On-Demand Statement or Invoice [five (5) pages max.]*	\$1.00 per statement/invoice
	E-mailed Monthly Statement or Invoice	no charge
	E-mailed On-Demand Statement or Invoice	no charge
	Faxed On-Demand Statement or Invoice [five (5) pages max.]*	\$1.00 per statement/invoice
	Returned Check (Insufficient Funds)	\$25.00
	Administrative Fee - Violation Notice	\$5.00
	Administrative Fee - Violation in Collections	\$25.00
	Administrative Fee - Violation Sworn Complaint Issued	\$100.00

* The fee for mailing or faxing statements or invoices greater than five (5) pages is \$1.00 per five (5) pages or portion thereof. Monthly and on-demand statements and invoices are available on-line via the website at no charge.