

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.

1. General

Subject to the terms of this Agreement, the Texas Department of Transportation (TxDOT) licenses to you the TxTag automated payment tag (Tag). By using the Tag, you agree that TxDOT can establish a TxTag account (Account) for your use on TxDOT toll facilities and as otherwise agreed by TxDOT. Use of your Tag on TxDOT toll facilities and participating interoperable toll facilities constitutes acceptance of the terms of this Agreement and any other terms and conditions related to interoperability. Failure to comply with this Agreement may result in the suspension 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 ongoing 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.

As an Account holder, you are responsible for all tolls incurred from the use of your Tag, even if someone other than you uses the vehicle assigned to your Tag or if your Tag is installed in a vehicle that is not assigned to your Tag.

Please call the TxTag toll-free line at 1-888-468-9824 (International 001-214-210-0493) or visit any of the TxTag Walk-In Centers (WICs) or select Texas Department of Public Safety (DPS) locations to contest the imposition of a fee or charge. If a fee or charge is rescinded, your Account will be credited the amount of the rescinded fee or charge.

3. Placement and Use of the Tag

You must install and use your Tag according to TxDOT's instructions. Your Tag must be installed and used only in the vehicle specifically assigned to that Tag. Your Tag may not be transferred between vehicles, and you may not assign a Tag number to more than one Account. You must provide a license plate number for each vehicle on your Account, and you may not assign a license plate number to more than one TxTag Account.

Each Tag number on your Account must be linked to a single license plate number. To confirm that your Tag(s) and vehicle(s) are linked properly, refer to your welcome letter, log in to your Account online, or call the TxTag toll-free line at 1-888-468-9824 (International 001-214-210-0493). You may also visit any of the WICs or select DPS locations.

You may use your Tag as a method of payment 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. Where available, 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 and a statement is issued.

You must obey all posted speed limits on toll facilities, including the approaches and entrance and exit ramps to the toll facility, 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 designated for TxTag use. Visit TxTag.org for information on TxDOT's interoperable partners. You are responsible for verifying that the facility accepts the Tag for payment.

4. Damaged or Defective Tag

If your Tag is damaged or defective, you must notify the CSC immediately. You may contact the CSC by phone at 1-888-468-9824 (International 001-214-210-0493), in person at one of our WICs or select DPS locations, or by Chat and Service Request through TxTag.org.

5. Statements and Violations

If your Tag is not read by lane equipment at the tolling point or by other equipment at the interoperable facility/location designated for TxTag use and the license plate information on your Account is not accurate, you may receive a statement for payment of the toll or a violation and/or administrative (late) fees, depending on the facility traveled.

Depending on the facility traveled, you may also receive a statement or a violation if your Account balance is too low to cover the cost of the toll(s) incurred on the particular facility. Toll(s) that are billed to you will be billed at a higher rate to offset the costs related to processing your license plate information.

If you receive a statement from TxDOT for payment of a toll for the use of a TxDOT facility, you must, not later than the due date specified in the statement, pay the amount owed or send a written request to TxDOT for a review of the toll assessments contained in the statement. If you fail to comply, you may be charged an administrative (late) fee.

6. Lost, Stolen, or Sold

If your Tag is lost, if you sell a vehicle that is registered to your Account, or if your Tag and/or vehicle is stolen, you must contact the CSC immediately so the Tag and/or vehicle on your Account can be deactivated. You may contact the CSC by calling the toll-free line at 1-888-468-9824 (International 001-214-210-0493), visiting any of the WICs or select DPS locations, submitting a Chat and Service Request through TxTag.org, or by submitting your request by mail. To avoid possible issues, please remove the Tag from your vehicle when selling it. Until TxDOT receives notice, you will be liable for any incurred tolls, fees, and/or charges that may be deducted from your Account or payment method as provided herein.

7. Customer Account Types

Account parameters for all Account types are set forth in Attachment A. You must provide a license plate number and the issuing state for each vehicle on your Account, and link each Tag on your Account with a vehicle, in order to prevent the issuance of toll statements, violations, or administrative (late) fees. To update a license plate number or to confirm that license plate number(s) and Tag number(s) are correct on your Account, log in to your TxTag Account or visit any of the WICs or select DPS locations.

The following customer Account types are available:

A. Registered TxTag Accounts

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

You may register multiple vehicles under one registered TxTag Account.

Registered TxTag Accounts must be pre-funded, as specified in Attachment A, and are subject to fees as documented in Attachment B. Registered TxTag Accounts can be replenished automatically or manually.

B. Commercial and Fleet Accounts

To establish a Commercial Account, you must provide your company or organization name, mailing address, phone number, email, and an authorized user. If applicable, an owner or executive officer name will also be requested.

Commercial Accounts must be pre-funded as specified in Attachment A, and are subject to fees as documented in Attachment B.

Commercial Accounts can have an unlimited number of active Tags. Commercial Accounts can be replenished either automatically or manually.

The Fleet Account is for organizations with a large number of fleet vehicles, and requires technical interfaces in order to establish an auto file exchange pursuant to a signed agreement with interface control document (ICD) specification terms. Unlike other TxTag accounts, it is not necessary to install a Tag. Although vehicles are not required to have a Tag, those without are subject to receiving administrative fees from other tolling entities and you are responsible for those additional fees. The license plate numbers on file for your Fleet Account will be used to track toll usage. Fleet Account tolls are prepaid with a secured method of payment for automatic replenishment, and toll transaction activity is reported through a daily electronic file exchange. A minimum deposit, based on historical average monthly toll usage is required, and the Pay By Mail (PBM) rate is charged for tolls posted to this type of account if a Tag is not linked to the vehicle. Visit TxTag.org to learn more about opening a Fleet Account.

8. Account Management

A. Prepaid Account

All TxTag 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 tolling point 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 assessed as a result of the failure to pay the amount due. In addition, you may be subject to other penalties as provided by law.

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 card or debit card (not requiring a personal identification number) on the TxTag website, over the phone, at any of the WICs or select DPS locations, at a TxTag promotional event, or at participating TxTag retailer(s). You may replenish your Account by mailing a check or money order to TxTag, P.O. Box 650749, Dallas, TX 75265-0749. You may also hand deliver a check, money order, or cash by visiting any WIC or select DPS location. Please include the TxTag Account number on checks and money orders when making payments.

D. Automatic Replenishment

You may elect to have your Account automatically replenished by your credit card or debit card when your Account balance reaches the Low Balance Threshold amount (see Attachment A) using TxTag's

AutoPay program. Accounts on AutoPay will be analyzed periodically for toll usage, and the automatic replenishment amount may be adjusted based on increased usage. The frequency of replenishment transactions will depend on toll road usage and other charges to your Account.

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 vital 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 by logging in to your Account at TxTag.org or calling or visiting the WICs or select DPS locations.

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 the issuance of a statement for payment of tolls or a violation, which must be paid in full until the Account is current and in good standing.

F. Closed Accounts

You may close your Account at any time by sending a written request by mail or e-mail, submitting a Service Request online, or visiting any WIC or select DPS locations. In order to close your Account via e-mail, the request must be sent from the e-mail address that TxDOT has on file for your Account. Once the request to close your Account is received by TxDOT, your Tag 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 or to the card last used for payment. A refund check will be issued and mailed to the address on file if funds cannot be credited back to the payment card on file. If you replenish your Account by cash or check, a refund check will be mailed to the address on file.

9. TxTag Website

You may use the website at 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. Statements

A monthly itemized statement will be generated on the same date each month for your Account detailing the transactions, tolls, and other charges posted since the previous statement. You may request a change in the statement generation date by submitting a Service Request online or calling the toll-free line at 1-888-468-9824. Statements can be viewed at no charge by logging in to your Account at TxTag.org, or you may request monthly or on-demand statements via e-mail or mail (see Attachment B for applicable statement fees).

You can elect to receive statements and other correspondence electronically by logging in to your Account online and updating your Account profile or visiting any of the WICs or select DPS locations. You can opt out via the same methods used to opt in to the program.

All communications that TxDOT provides to you in electronic form will be provided by one or more of the following methods: (1) via e-mail, (2) by access to a website, including TxDOT's mobile websites, that will be designated in an e-mail notice sent to you at the time the information is available, (3) by access to a website, including TxDOT's mobile websites, that will generally be designated in advance for such

purpose, (4) via TxDOT's mobile applications, or (5) by requesting you download a PDF file containing the communication.

Only one Account owner's authorization is required to opt in to receive electronic statements or correspondence. For purposes of electronic notification on a joint or multiple owner account, you agree that electronic notifications for electronic statements delivered to the e-mail address of the account owner who enrolls will constitute delivery to all account owners, even if all account owners may not have access to such e-mail address.

By opting in to receive electronic statements or correspondence, you may incur costs, including but not limited to online time and other charges from an internet service provider, in accessing and/or viewing such document(s). You are responsible for timely payments should any amount be due.

Certain documents will continue to be delivered via U.S. Mail, such as a statement from TxDOT for payment of a toll for the use of a TxDOT facility (unless you have specifically opted to receive such statements electronically). In the future, some or all of these documents may be made available for you to view electronically in accordance with this Agreement. Consent to view documents electronically does not automatically expire and is not limited as to duration. TxDOT may revoke participation in the program at any time at its discretion. Neither TxDOT nor its agents will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the product or services provided pursuant to this Agreement. Inserts that may be provided along with Account statements contain important information or disclosures concerning your Account and you should review such inserts in a timely manner.

11. Interoperability

You may use your Tag at non-TxDOT 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 and any other terms and conditions related to interoperability. In addition, the entity, at its sole discretion, may refuse to accept your Tag as a method of payment.

To enable you to use non-TxDOT 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. You are required to keep your license plate information up-to-date on your Account and properly linked with your Tag in order to travel on other facilities that accept TxTag. If your vehicle information is out of date, you may receive an invoice or violation notice from the participating interoperable partner.

Using your Tag on facilities without an Account balance sufficient to cover your tolls may result in the issuance of toll bills, violations, and/or fees.

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.

13. Miscellaneous Provisions

The Tag 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.

No interest will be paid on balances or deposits in your Account.

TxDOT may change the terms of this Agreement at any time. Account holders will not receive advance written notice of changes to the terms of this Agreement and are responsible for monitoring Agreement updates posted on the TxTag website. The new terms will be effective thirty (30) days after the notice is posted. 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 submit a request to close your Account. 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, or any other inquiries, concerns, or requests related to account maintenance, please contact the CSC by one of the following methods:

Call the TxTag toll-free line at 1-888-468-9824, 001-214-210-0493 for international callers, or 1-866-590-5155 for TTD/TTY; visit any WIC or select DPS location; or submit an online inquiry through TxTag.org.

Customers may mail payments to P.O. Box 650749, Dallas, TX 75265-0749, make payments in person at any WIC or select DPS location, or make credit card payments by calling the CSC.

ATTACHMENT A — ACCOUNT PARAMETERS

Registered Accounts				
Number of Vehicles	Minimum Initial Prepaid Toll Amount	Automatic Replenishment Amount **	Low Balance Threshold	Tag Fee*
Unlimited	\$10.00 per Tag	\$10.00 per Tag	¼ of Initial Prepaid Toll Amount per Tag (\$5.00 minimum)	\$7.99 per Tag

Commercial Accounts				
Number of Vehicles	Minimum Initial Prepaid Toll Amount	Automatic Replenishment Amount **	Low Balance Threshold	Tag Fee*
Unlimited	\$15.00 per Tag	\$15.00 per Tag	¼ of Initial Prepaid Toll Amount per Tag (\$5.00 minimum)	\$7.99 per Tag

*Specialty Tags (Bumper and Motorcycle Tags): \$45.00 per Tag, which includes a \$35.00 refundable deposit.

**Tolls and other charges to the Account will be analyzed periodically, and the automatic replenishment amount may be adjusted based on increased usage.

ATTACHMENT B—SCHEDULE OF FEES AND CHARGES

Account Type	Description	Amount
ALL	Tag (sticker)*	\$7.99 per Tag
	Bumper and Motorcycle Tags (includes \$35.00 refundable deposit)	\$45.00 per Tag
	Replacement Tag – Defective	no charge
	Replacement Tag (sticker) – Lost/Stolen/Non-Defective*	\$7.99 per Tag
	Replacement Bumper or Motorcycle Tag – Lost/Stolen/Non-Defective (includes \$35.00 refundable deposit)	\$45.00 per Tag
	Mailed Monthly Statement	\$1.15 per month
	Mailed or Faxed On-Demand Statement	\$1.15 per statement month
	E-mailed Monthly Statement	no charge
	E-mailed On-Demand Statement	no charge
	Returned Check (Insufficient Funds)	\$30.00
	Administrative (late) Fee	\$4.00 per unpaid statement

*The \$7.99 sticker Tag fee only applies to Accounts that are not enrolled in AutoPay. Any customer that purchases a sticker Tag and subsequently converts their Account to an Account supported by AutoPay will have the \$7.99 sticker Tag fee credited to their Account balance.

(REV. 04/2021)