



## **I-PASS AGREEMENT – Updated November 5, 2020**

Under the terms of this Agreement, the Illinois State Toll Highway Authority (Tollway) will provide you with an I-PASS transponder (I-PASS). By opening an I-PASS account, you agree to the terms and conditions of this Agreement.

### **Terms and Conditions of the Agreement**

#### **1. You agree to:**

- a. **Obey all applicable laws.** The registered owner of a vehicle cited by the Illinois State Police for traffic violations that pose a significant public safety risk occurring within ½ mile prior to a toll collection point, at a toll collection point, or within ½ mile beyond a toll collection point may be suspended from the Tollway's I-PASS program for a period of 180 days.
- b. **Keep your account adequately funded.** If your I-PASS balance falls below \$0 you may receive an invoice or violation notice for unpaid tolls due at the non-IPASS rate plus additional fees, fines, penalty charges and/or suspension of your I-PASS.
- c. **Accept a rebuttable presumption that your account balance is correct** in the Tollway's electronic records.
- d. **Correctly mount and use your I-PASS transponder per instructions provided by the Tollway.** Failure to correctly mount your I-PASS may subject you to invoice or toll violation fines, fees and/or suspension of your I-PASS.
- e. **Keep your vehicle information current.** Vehicle information includes license plate number, license plate type, and license plate state or jurisdiction.
- f. **Promptly notify the Tollway of changes** in your account name, payment information, email or mailing address, and/or any other information required to keep your I-PASS account in good standing. Failure to supply accurate information for an I-PASS account shall be grounds for suspension or termination of that account.
- g. **Receive by email information relating to your account and the Tollway.** The Tollway will not sell or distribute your email address except as required by law.



- h. **Agree to indemnify and hold the Tollway harmless from and against all claims arising from your use of your I-PASS.**

### **Tolls, Payments and Charges**

2. **A fee equal to the toll charged by the Tollway**, based upon the toll plaza schedule for I-PASS users, will be deducted from your I-PASS account balance each time your I-PASS transponder or vehicle registered to your account is used.
3. **Use of your I-PASS account on other toll facilities.** I-PASS is accepted on facilities where E-ZPASS is allowed. If you use your I-PASS on other toll facilities, toll charges will be posted to your I-PASS account based on the applicable rates, laws, and regulations governing those facilities.
4. **Video Tolls:** When your I-PASS is absent from the vehicle, not properly mounted or otherwise does not register a toll payment, an image of the vehicle's license plate is compared with your I-PASS account information. If the license plate state, plate number and plate type is accurately listed in your account, the transaction will be processed as a Video Toll or V-Toll. Patrons are allowed up to five (5) V-tolls per month, per vehicle that will be charged at the I-PASS rate. Additional V-tolls will be posted at the non-I-PASS rate. If the license plate, plate state, and plate type is inaccurate or not listed in your I-PASS account, the transaction will be treated as an unpaid toll due at the non-I-PASS rate that may result in issuance of an invoice or violation notice with additional fees, fines, or penalty charges.
5. **Your I-PASS account carries a single account balance (Shared Balance) applicable to tolls charged to any vehicle or transponder registered to your account.** Pre-Paid accounts must maintain a balance amount to cover applicable charges.
6. **Your account balance must be maintained** by check, cash, credit card, debit card, ACH or EFT by one of the following procedures (as designated in your application):
  - **Automatic transponder account replenishment.** You agree that when your I-PASS account balance falls below the threshold balance amount, your credit card will automatically be charged either the minimum \$20 default replenishment amount or the replenishment amount you have designated for your account. It is your responsibility to ensure that your payment



information, including expiration date, is current. If your payment card issuer allows, the Tollway may obtain any new expiration dates, any new account numbers or other renewal information from your credit card account and use this information to update and replenish your I-PASS account. While the Tollway will make efforts to update credit or debit card information to the extent allowed by the customer's card issuer, the customer should make sure new or up-dated cards are added and are on auto-replenish.

- If your credit card or Electronic Funds Transfer, ACH or other form of commercially available payment (hereafter "EFT") or charge is disputed or rejected, the Tollway will deduct the corresponding credit from your account.

• **All other account replenishments must be made by you via:**

- The Internet at [www.getipass.com](http://www.getipass.com).
- Telephone, using a credit card charge at [1-800-UC-IPASS](tel:1-800-UC-IPASS) (1-800-824-7277 TOLL FREE)
- The Tollway Customer Service Centers to pay in person by cash, check or credit card.
- Use of an I-PASS Gift Card, which may be redeemed online, in person, or by phone.
- Mailing a check made payable to:  
**I-PASS, P.O. Box 5544, Chicago, IL 60680-5544.**

- The author of any check written to make a payment pursuant to this agreement and that is returned to the Tollway unpaid will be subject to a \$25 non-sufficient funds (NSF) administrative fee.

- Utilizing any other Tollway authorized form of payment.

7. **A transponder security deposit, payable to the Illinois Tollway is required for each I-PASS.** Your transponder is the property of the Illinois Tollway. The security deposit is \$10.00 per transponder for standard I-PASS accounts. (see Tollway website for deposits associated with other account types.). The deposit shall be refunded to



your account balance if you return your I-PASS transponder in good working condition. If your transponder is reported lost or stolen or is otherwise defaced, altered, damaged or not returned, your deposit will be forfeited.

8. **If your I-PASS is lost or stolen, you must notify the Tollway immediately.** You are responsible for all charges on your I-PASS until you notify the Tollway that your I-PASS has been lost or stolen.
9. **If your I-PASS malfunctions or otherwise becomes inoperable during ordinary use,** the Tollway will replace the device at no charge. However, the Tollway will charge as indicated in above paragraph 7 to replace a transponder that has been lost, stolen, damaged, defaced or altered.
10. **Interest will not be paid on prepaid account balances or deposits.**

#### **Suspension and Termination**

11. **The Tollway may terminate this Agreement at any time and for any reason.** You may do so as well. If your account is terminated, the Tollway will refund any amount in your I-PASS account remaining after costs and fees have been paid. If your I-PASS account is terminated, the Tollway will send you a Notice of Termination to the last mail or electronic address you provided the Tollway. The Notice will state the reason(s) for the termination and may give you an opportunity to cure within the stated amount of time. If your account is terminated, you agree to return your I-PASS transponder(s) within the time specified in the Notice to a Tollway Customer Service Center.
12. **Your I-PASS account may be suspended** based upon outstanding toll payment invoices or violations, failure to pay administrative fees or a violation of Section 1.a of this Agreement.
13. **I-PASS suspension means** that you may not use your I-PASS while your account is suspended. Any unpaid tolls associated to your vehicle(s) may result in additional fees, fines, or charges.



## Disputes

21. **All disputes involving your I-PASS account, your I-PASS transponder or the Tollway's electronic toll collection system must be submitted in writing** to the Tollway Customer Service Center within 90 days of notice that a toll, fee, or other charge has been made to your account. You agree that posting of transactions to your account provided the Tollway constitutes notice to you of the tolls, fees and charges contained therein.

Illinois Tollway Customer Service Center  
2700 Ogden Ave.  
Downers Grove, Illinois 60515  
1-800-UC-IPASS (1-800-824-7277) TTY: 630-241-7302

## Account Closure and Termination

22. **Your account may be closed/terminated when:**
- You request the account to be closed. Accounts may remain in Pending to Close status for up to 30 days to allow for processing of any unpaid toll transactions matching to your account.
  - The tollway is required to process a dormant account (and any unclaimed property) as governed by the state law/state statute of the account holder's address of record.

## Other Terms and Conditions

23. **Illinois law shall govern this Agreement.** Venue for any disputes arising in connection with an I-PASS account or the use of an I-PASS transponder shall lie in the Circuit Court of DuPage County, Illinois.
24. **If any term of this Agreement is held invalid,** such invalidity shall not affect the validity of the remaining terms.
25. **The Tollway may change the terms of this Agreement at any time** by sending you an email to the email address you provided the Tollway or by posting a copy of the Agreement on the Tollway website and at the Tollway Customer Service Center. Use



of your I-PASS beginning 10 days after such posting shall constitute your agreement to the terms of the new Agreement. If you want a written copy of any amendments to the Agreement, you must notify the Tollway in writing and provide a current mailing address.

26. **The Tollway disclaims any representation or warranty**, express or implied, including without limitation, any implied or expressed warranty of merchantability or fitness for a particular purpose, with respect to your I-PASS.