



I-PASS Agreement

UPDATED OCTOBER 1, 2014



Under the terms of this Agreement, the Illinois State Toll Highway Authority (Tollway) will provide you with an I-PASS transponder (I-PASS).

I-PASS REGISTRATION

1. A license plate may not be registered to or utilized with any I-PASS account if the person to whom the license plate was registered has been adjudicated liable for utilizing the Tollway without the payment of the proper toll and there remains a balance for unpaid tolls, fines, and/or other fees in connection with such adjudication.
2. No person may open or utilize an I-PASS account or associated toll collection services if that person has been adjudicated liable for utilizing the Tollway without the payment of the proper toll and the person has unpaid tolls, fines and/or other fees in connection with such adjudication.
3. Use of an I-PASS by a person, or the license plate registered to that person, who has been adjudicated liable for utilizing the Tollway without the payment of the proper toll and who failed to pay the resulting fine shall be deemed a toll violation subject to full enforcement measures and sanctions provided by law.
4. Failure to supply accurate information on an application for an I-PASS account shall be grounds for suspension or termination of that account.

TERMS AND CONDITIONS OF AGREEMENT

5. 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 will be suspended from the Tollway's I-PASS program for a period of 180 days. The I-PASS suspension shall commence no sooner than 30 days after the citation is disposed of with a finding of guilty and 10 days after the registered owner is supplied a final notice of suspension based on this subsection. The suspension shall apply to all I-PASS accounts registered to the owner of the vehicle who was the subject of the citation. For purposes of this paragraph, traffic violations that pose a significant public safety risk shall be limited to violations of the following Sections of the Illinois Vehicle Code: Sections 6-101 (driving without a valid license or permit), 6-303 (driving on suspended or revoked license), 6-507 (driving a commercial motor vehicle without a valid commercial driver's license), 6-515 (driving under the influence on a CDL), 11-501 (driving under the influence), 11-502 (open alcohol in vehicle), 11-503 (reckless driving or aggravated reckless driving), 11-504 (drag racing), 11-601.5 (driving 40 mph or more over applicable limit), 11-709 (improper lane usage), 11-907 (improper operation near emergency vehicle) and 11-908 (improper operation near or in a construction or maintenance zone).
 - B. **Correctly mount and use the I-PASS per instructions provided by the Tollway.** Failure to correctly mount your I-PASS may subject you to toll violation fines, fees and/or suspension of your I-PASS.
 - C. **Use your I-PASS only on the vehicle(s) listed** by make, model, and license plate and with the proper number of axles and tires specified on your application.
 - D. **Promptly notify the Tollway of changes** in your account name, credit card number and/or expiration dates, financial institution, e-mail or mailing address, vehicle make, model, and year, vehicle registration number, license plate type and number, and/or any other information required to keep your I-PASS account in good standing.
 - E. **Accept a rebuttable presumption that your account balance is correct** in the Tollway's electronic records.
 - F. **Receive by e-mail information relating to your Account and the Tollway.** The Tollway will not sell or distribute your e-mail address except as required by law.
 - G. **Agree to indemnify and hold the Tollway harmless from and against all claims arising from your use of your I-PASS.**
 - H. **Not assign or transfer your I-PASS** without the written consent of the Tollway.
6. **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.

7. **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 administrative fee. If payment in the amount of the check plus the \$25 fee is not received from the customer within 10 days after final notification that the check has been returned and that the administrative fee is being charged, the customer's account will be suspended and all transponders assigned to the account will be deactivated. 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.
8. **Your I-PASS will be suspended** if your I-PASS account balance falls below \$0.
9. **Illinois law shall govern this Agreement.** Venue for any disputes arising in connection with your I-PASS account or use of your I-PASS transponder shall lie in the Circuit Court of DuPage County, Illinois.
10. **If any term of this Agreement is held invalid**, such invalidity shall not affect the validity of the remaining terms.
11. **The Tollway may change the terms of this Agreement at any time** by sending you an e-mail to the e-mail address you provided the Tollway and by posting a copy of the Agreement on the Tollway website and at the Tollway Customer Service Center located at 2700 Ogden Avenue in Downers Grove. **Use of your IPASS 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.
12. **When your I-PASS is absent from the vehicle, not properly mounted or otherwise does not register a toll payment, a photograph of the vehicle's license plate may be taken and compared with your I-PASS account information.** If the license plate number and plate type is accurately listed in your account, the transaction will be processed as a V-Toll (a Tollway service that debits the toll from your valid I-PASS account when your I-PASS is absent from the vehicle, is not properly mounted or otherwise does not register a toll payment). If the license plate and plate type is inaccurate or not listed in your IPASS account, the transaction will be treated as a violation.

DEPOSIT AND ACCOUNT BALANCE

13. **A transponder security deposit, payable to the "Illinois Tollway" is required for each I-PASS. The security deposit is \$10.00 each.** The deposit shall be refunded if you return your I-PASS transponder in good working condition. If your transponder is defaced, altered, damaged or not returned, you will be liable to the Tollway for the full replacement value of the transponder. The Tollway will apply your security deposit and any remaining balance in your I-PASS account against the replacement cost of the transponder and any other monies you owe to the Tollway. Interest will not be paid on prepaid account balances or deposits.
14. **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 is used.
15. **The Tollway may deduct a processing fee no greater than 5%** each time you use your I-PASS to buy goods or services from a non-Tollway vendor that accepts I-PASS. This section does not apply to use of a transponder to pay tolls at other toll agencies that accept I-PASS.
16. **All single and multi-I-PASS accounts will carry a single account balance (Shared Balance). Your account balance must be maintained** by check, cash, credit card, or EFT by one of the following procedures (as designated in your application):
 - **Automatic transponder account replenishment can be done by credit card or EFT.** You agree that when your I-PASS account balance falls below the greater of 10% of your monthly average I-PASS usage or \$10.00, your credit card or EFT account will automatically be charged a replenishment amount and your Shared Balance will be increased accordingly. The replenishment amount will be the greater of the average monthly I-PASS account expenditure or \$40. **However, if you qualify for a \$40 replenishment amount, upon request, the replenishment amount will be \$20. It is your responsibility to ensure that your EFT or credit card information, including expiration dates is current.** If your credit card or EFT 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.

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

- The Internet at www.illinoistollway.com.
- Purchasing an **I-PASS Gift Card**.
- Telephone using a credit card charge at **1-800-UC-IPASS**.
- Sending a check made payable to the Illinois Tollway and **mailed to IPASS**, P.O. Box 5544, Chicago, IL 60680-5544.
- A Tollway **Customer Service Center** to pay in person by cash, check or credit card.
- Utilizing any other Tollway authorized form of payment.
- Oases locations as posted on the Tollway website.

17. **If your I-PASS balance falls below \$0.00** and a Toll Violation Notice is issued for the unpaid tolls, you will be charged the cash rate for the toll transactions. If a Final Order of Liability is issued and you fail to satisfy the unpaid tolls within the time frame indicated on the Final Order of Liability, the unpaid tolls will be treated as toll violations and all applicable fines, fees and penalties will apply.
18. **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 13 to replace a transponder that has been damaged, defaced or altered.

SUSPENSION and TERMINATION

19. **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 within the time specified in the Notice to the Tollway Customer Service Center in good working condition, normal wear excepted and pay any amounts you owe to the Tollway.
20. **Your I-PASS is the property of the Tollway**, but will remain in your possession until this Agreement is terminated.
21. **The Tollway reserves the right to inspect your I-PASS** and may, in its sole discretion, deduct from your account the amount necessary to repair damage.
22. **If your I-PASS is lost or stolen, you must notify the Tollway immediately.** The Tollway's contact information is included at the bottom of this agreement. You are responsible for all charges on your I-PASS until you notify the Tollway that your I-PASS has been lost or stolen. The Tollway will apply your security deposit to offset the Tollway's cost of replacing the I-PASS and the balance of the replacement cost will be waived. You will be required to pay a security deposit for the new I-PASS. After you pay the security deposit, the Tollway will transfer any remaining balance in your I-PASS account to your new account.
23. **Your I-PASS account may be suspended** based upon outstanding toll payment violations, failure to pay administrative fees or a violation of Section 5.A of this Agreement.
24. **I-PASS suspension means** that you may not use your I-PASS while your account is suspended and any attempted I-PASS transactions will constitute toll violations.

DISPUTES

25. **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 180 days of notice that a toll, fee, or other charge has been made to your account. You agree that the mailing or emailing to the last mail or electronic address you provided the Tollway constitutes notice to you of the tolls, fees and charges contained therein.

TOLLWAY CUSTOMER SERVICE CENTER

2700 Ogden Ave.

Downers Grove, Illinois 60515

1-800-UC-IPASS (1-800-824-7277) TTY: 630-241-6898

www.illinoistollway.com