

EFFECTIVE AS OF JULY 6, 2018  
SEE WWW.PEACHPASS.COM FOR MOST CURRENT  
VERSION OF THIS AGREEMENT  
Pay n Go! Peach Pass Customer Agreement

**General.** This agreement is between you and the State Road and Tollway Authority ("SRTA") and outlines the terms and conditions under which the Peach Pass enclosed in the Pay n Go! package has been issued to you ("Agreement"). The Cards are distributed and serviced by Interactive Communications International, Inc. ("InComm"). For customer service information regarding the Card, contact InComm at: 1-855-847-5071.

The reloadable card that is enclosed in the Pay n Go! package is not for resale ("Card"). You will not receive any interest on the funds put on the Card. The funds on the Card are not insured by SRTA or the State of Georgia. The Card is not redeemable for cash, and you will not receive a refund (except as expressly set forth in this Agreement and otherwise as required by law). SRTA is not responsible to you for loss or damage resulting from a lost or stolen Card, Peach Pass or use of either without your permission. The Card is reloadable. A \$1.50 fee will apply to each reload transaction. All funds associated with the Card shall be held by SRTA in an Account associated only with the Peach Pass that was enclosed in the Pay n Go! package, with the balance of such funds to be reduced through your use of such funds in accordance with the terms of this Agreement. The value on your Account is limited to the funds that have been loaded onto the Card. You cannot use the Card with any other Peach Pass. Using the Peach Pass and/or the Card, or allowing someone else to use the Card and/or Peach Pass, means that you accept and agree to be bound by this Agreement. In this Agreement the terms "we," "us," and "our" means SRTA, and "you" or "your" means anyone who has purchased or received the Card and/or the Peach Pass or is authorized to use either one.

#### Definitions

**Account.** This is a Pay-n-Go! account, with no automatic replenishment. SRTA cannot notify you of any issues that arise with this Account and you must pay for all tolls incurred on this Account even if you meet HOT requirements on those Toll Facilities with HOT criteria. If you wish to take advantage of these and other services provided by SRTA, contact the Peach Pass CSC to convert the Account to a Personal Toll Account.

**High Occupancy Toll Facility (HOT Facility).** A toll facility that allows Vehicles with 3 or more occupants (including the driver) to drive through the Toll Facility without paying a toll. Currently, the only HOT Facility in Georgia is the I-85 Express Lanes. Vehicles not subject to a toll must still comply with the usage rules of that Toll Facility or be subject to a Toll Facility Violation

**Peach Pass.** The electronic toll collection device (also known as a transponder) that is inside the Pay n Go! package and adheres to a vehicle's windshield. The Peach Pass is connected to the Account associated with the Card that automatically deducts the proper tolls when using a Toll Facility.

**Peach Pass CSC.** The Peach Pass Customer Service Center (CSC) is run by SRTA. The Peach Pass CSC can be reached at Customerservice@peachpass.com, 1-855-PCH-PASS (1-855-724-7277), or 245 Peachtree Center Ave, NE, Ground Floor, Atlanta GA, 30303. The mailing address is P.O. Box 2105, Atlanta, GA 30301-2105. For customer service information regarding the Card, contact InComm at: 1-855-847-5071.

**State.** State of Georgia.

**Toll Facility(ies).** A transportation facility (e.g., a road, designated lane) for which motorists pay a specified toll for a vehicle to travel on, or other venue (e.g., a parking lot), that accepts the Peach Pass for electronic payment. Toll rates and calculation methods will vary by Toll Facility.

**Toll Facility Rules.** Rules governing the use of a particular Toll Facility. See pages 3 - 4 of Agreement for more details concerning Toll Facility Rules.

**Toll Facility Violation.** Occurs when you do not comply with the rules governing the use of a particular Toll Facility. For each Toll Facility Violation, you and/or the owner of the vehicle will be responsible for any applicable unpaid toll and an administrative fee. See pages 3 - 4 of Agreement for a list of Toll Facility rules.

**Toll Violation.** Occurs when you use a Toll Facility without promptly paying the proper toll. Many times this can happen if you do not have enough funds in your Account. For each Toll Violation, you and/or the owner of the vehicle will be liable for the unpaid toll and an administrative fee (see Fee Schedule below). If you do not pay the unpaid toll and the administrative fee, you and/or the owner of the vehicle will also be liable for a civil penalty pursuant to O.C.G.A. §32-10-64(c)(1) per Toll Violation ("Civil Penalty").

**Vehicle.** For the purposes of this Agreement, a Vehicle is defined as any car, truck, van or motorcycle with no more than six wheels or two axles. The only exception is for Peach Pass registered (a) public over the road buses and (b) private motorcoaches that serve the public as set forth in 23 U.S.C. § 129(a).

#### Your Account.

**License.** Subject to your compliance with this Agreement, SRTA grants you a limited, revocable license to use the Peach Pass on Peach Pass-enabled Toll Facilities and other locations in the State where the Peach Pass is accepted as a form of payment.

**Using the Card.** You have opened an Account that is prepaid and you must maintain sufficient funds in the Account to cover tolls and other charges incurred by using the Peach Pass. Each time the Peach Pass is accepted as a method of payment at a Toll Facility or the Account otherwise incurs a fee, civil penalty or other charges, the applicable amount will be automatically deducted from the prepaid balance in the Account. Only the Peach Pass included in this package can be assigned to the Account. This Account must be replenished manually (automatic replenishment is not possible with this Account) using the Card or a replacement card. Once you apply funds to the Card, it will automatically be transferred to your Account. It is your responsibility to maintain a balance in your Account sufficient to cover any tolls, fees, and charges incurred. If you do not maintain a balance sufficient to pay tolls and any other charges incurred, the owner of the vehicle will be responsible for a Toll Violation each time the vehicle travels on a Toll Facility. SRTA is unable to notify you regarding any issues arising with your Account (e.g., low balance).

**Offset/Application of Payment/No Receipts.** SRTA may deduct amounts you owe for usage of a Toll Facility or the Peach Pass from funds in your Account. These amounts include those fees in the Fee Schedule below and any fees, fines and charges that are allowed by law. Payment received from you will first be applied to outstanding amounts due by you, beginning with the oldest amounts you incurred. You will not receive any receipts for transactions. All transactions are electronic.

#### Peach Pass.

**Installation.** A Peach Pass may only be used with one vehicle and must be properly mounted to that vehicle. **You may not move a Peach Pass from one vehicle to another.** Your Peach Pass must be permanently installed on the inside, center of your windshield before driving on the toll road. See mounting instructions included in this Card. Metallized windshields or slanted front windshields require a bumper mount Peach Pass, rather than a windshield tag to ensure accurate toll readings. Contact the Peach Pass CSC if this applies to you. Holding a Peach Pass in your hand or leaving it on the dashboard or in another non-mounted position in the vehicle is prohibited. Improper mounting may prevent your Peach Pass from being read on the Toll Facility, resulting in a Toll Violation and a traffic citation if observed by law enforcement. The Peach Pass cannot be used with a Card not included in this package (unless a replacement card is obtained).

**Lost/Sold Peach Pass.** If the Peach Pass is lost, you must notify the Peach Pass CSC immediately so the Peach Pass can be deactivated. Until SRTA receives notice, you will be liable for any such future use of the Peach Pass, including tolls, Toll Violations and Toll Facility Violations. You must remove the Peach Pass from the vehicle before selling or otherwise disposing of the vehicle. If you do not remove the Peach Pass before selling or otherwise disposing of the vehicle you will be liable for any future use of the Peach Pass, including tolls, Toll Violations and Toll Facility Violations until you deactivate the Account.

**Defective.** A defective Peach Pass due to a manufacturing defect shall be replaced at no cost when returned to the Peach Pass CSC within 30 days of your purchase of this package. In the event of a malfunction of the Peach Pass, you must immediately discontinue use of the Peach Pass and contact the Peach Pass CSC. Costs related to mailing the Peach Pass to the Peach Pass CSC are your responsibility. You remain

responsible for any and all Toll Violations and/or Traffic Citations issued as a result of any attempt to use a damaged, malfunctioning and/ or defective Peach Pass to pay tolls. You are responsible for the cost to replace a Peach Pass if the Peach Pass is damaged. Damage is defined as the rendering of the Peach Pass defective or inoperable due to tampering, abuse, improper use, defacement, or accidental destruction. For example, removal of or attempt to remove a Peach Pass from the vehicle windshield will damage the Peach Pass and render it inoperable.

**No Tampering/Reverse Engineering.** You will not, and will not attempt to, reverse engineer, alter or tamper with the Peach Pass, or otherwise attempt to use the Peach Pass or other equipment in order to avoid payment of tolls or fees.

**Disputable Issues.** You are responsible for all tolls, Toll Violations and Toll Facility Violations occurring with the vehicle and/or Peach Pass associated with your Account except in the case of a stolen or sold vehicle provided you comply as set forth below. If your vehicle was stolen, you must provide a police report showing that the vehicle was stolen prior to the time the toll was incurred. If you sell a vehicle, you must remove the Peach Pass from the vehicle before it is delivered to the buyer. Thereafter you shall not be responsible for any violations that occurred provided the sale is documented with the Georgia Department of Revenue. If you wish to dispute a transaction (i.e. a toll transaction, a Toll Violation or a Toll Facility Violation), you must do so within 90 calendar days after the transaction is posted to your Account; otherwise, all undisputed transactions shall be final 90 days after posting to your Account. With this Account, you must pay for all tolls even if you meet HOT criteria of certain Toll Facilities. If you would like to be able to travel such Toll Facilities toll free or reduced rate, as applicable, when there exists sufficient occupants in the vehicle to meet the HOT requirements, you will need to contact the Peach Pass CSC to convert this Pay-n-Go! Peach Pass Account to a Personal Toll Account.

**Signage.** You are required to comply with the Toll Facility signs that are posted in and around the Toll Facilities.

**Signs Posting Traffic Conditions.** Any signs posting the speed of the vehicles in the Toll Facility or any comparison of the speeds of the applicable Toll Facility and the associated general purpose lanes are for informational purposes only. You should not rely upon and SRTA herein disclaims the accuracy of any of the information contained in these signs.

**Toll Rate Signs.** Each Toll Facility will have dedicated signs that will indicate the toll rates for the typical Peach Pass transponder rate. In some instances, signs will display two or more toll rates. The top toll rate represents the amount of the toll if you were to leave the Toll Facility at the next exit. The bottom rate represents the amount of the toll if you drove the Toll Facility from the point of entry to the last exit. Trips that terminate in between the first and last exit, will pay an amount in between the posted amounts.

**Blank Toll Rate Signs.** If a toll rate sign fails to display any rate or displays a rate of \$0.00, then you will still be charged the toll that you would have otherwise been charged had the toll rate sign been functioning properly.

#### **Compliance.**

**With Laws.** You will comply with all applicable traffic laws of the State (if applicable, of the state in which the Toll Facility is located) and the rules and regulations of the Georgia Department of Transportation while using toll roads and bridges. Do not drive through a Toll Facility at a speed greater than the posted speed

**Toll Facility Violation.** Each Toll Facility has specific rules with which a user must comply. Violation of a Toll Facility rule will result in a Toll Facility Violation. You will be liable for an administrative fee of \$25.00 for each Toll Facility Violation and any applicable unpaid toll. For example, if you cross the double white lines to exit a Toll Facility, this improper use of the Toll Facility constitutes a Toll Facility Violation (in certain circumstances crossing the double white line may also constitute a Toll Violation).

- a) Toll Facility rules applicable to I-85 Express Lanes are attached as Attachment I.
- b) Toll Facility rules applicable to I-75S Metro Express Lanes and the NWC Express Lanes are attached as Attachment II.

**Overspending.** Each time you use your Peach Pass, you authorize us to reduce the value available in your Account by the amount of the toll and any applicable fees incurred by your use of the Peach Pass. If you incur a toll greater than the remaining Account balance, you will have incurred a Toll Violation.

**Responsibility for Use of Card.** You and/or the owner of the vehicle are responsible for all tolls and fees incurred by use of the Peach Pass and/or the Card, and for using your Peach Pass according to this Agreement. If you permit another person to have access to your Peach Pass, we will treat this as if you have authorized such use and you will be liable for all tolls and fees incurred by those persons.

**Card Expiration.** The funds associated with your Account will expire 5 years from the date of the last Account activity and if no activity ever occurred then the funds associated with this Account will expire 5 years from the date the the Pay n Go! package was purchased, except where prohibited by applicable law.

**Customer Service/Card Balance.** You are responsible for keeping track of the available Account balance. To review the Account balance, recent transactions, or obtain any other customer service at no charge, you may call 1-855-847-5071 anytime, twenty-four (24) hours a day, seven (7) days a week. Additional funds may be added to your Card, which will automatically be put into your Account. There is a \$1.50 charge each time you reload the Card. You will have access to the funds associated with this Card immediately after purchase.

**Revocation/Cancellation.** We may revoke or suspend the Account and the Peach Pass if you fail to comply with the terms of this Agreement. In such a case, SRTA will deactivate your Peach Pass and you may not use the Peach Pass to incur a toll or other charges. Using a deactivated Peach Pass may result in Toll Violations or Toll Facility Violations and the issuance of Uniform Traffic Citations by law enforcement. You may cancel this Agreement in writing and return the Peach Pass to us upon request. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Any remaining balance will be sent to you by check as long as you provide us with your name, Peach Pass number, and address.

**Disclaimer of Warranties.** Notwithstanding any provision in this Agreement to the contrary, SRTA makes no warranties of any kind, whether express, implied or otherwise regarding the Peach Pass or your use of any Toll Facility. SRTA SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, ORAL, EXPRESS, IMPLIED OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NO DEFECT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Liability.** You are responsible for using the Peach Pass properly and in accordance with the terms of this Agreement and Georgia law, and for all costs associated with your Account including, but not limited to, administrative fees and civil penalties related to a Toll Violation or a Toll Facility Violation by any vehicle using the Peach Pass, and any other expenses, fees, and costs allowed by law that are incurred by SRTA in the enforcement of this Agreement. You are responsible to pay the tolls and applicable charges incurred by others using your vehicle. You release SRTA, its directors, officers, employees, or agents from all loss, damage to real or personal property, injury, or death, whatsoever from the use or performance of the Peach Pass. The sole and exclusive relief available to you shall be the replacement of a defective or malfunctioning Peach Pass. You agree to indemnify, protect, and hold harmless SRTA, its directors, officers, employees, or agents from liability for all loss, damage to real or personal property, injury, or death to persons arising from your use of the Peach Pass. To the extent allowed by law, SRTA shall not be liable for any direct, incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenues, profits, or savings and/or claims, demands, or actions against you by any person, corporation, or other legal entity resulting from your use of the Peach Pass, the Card, and/or a Toll Facility. Failure to collect payment electronically, even though you have a Peach Pass, shall not release you of payment responsibility as otherwise required in this Agreement. In addition to any Toll Violation and/or Toll Facility Violation that you incur, you may also be liable for any citation issued to you by law enforcement on any Toll Facility.

**Changes to this Agreement.** We may amend the terms of this Agreement at any time by posting the amended terms on our website, [www.peachpass.com](http://www.peachpass.com), and any such amendment shall be effective upon such posting.

**Out of State Toll Facilities/Interoperability.**

**Unless you first convert your Account to a Personal Toll Account you may not use the Peach Pass on out of state Toll Facilities.**

**Other Terms.** We respect the privacy of our customers and do not sell or share our customer list with outside marketers. SRTA or its designee may collect anonymous traffic, travel or other statistical information using the Peach Pass. SRTA will not allow the use of, or assist any third party to use this data in a way that associates your personal identifying information with the anonymous information obtained, unless required by law. You agree to comply with all applicable federal, State and local laws, rules, regulations and ordinances and that you are responsible for any fees and fines resulting from those violations. This Agreement binds the respective heirs, executors, administrators, legal representatives, successors, and assigns of each party. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules or any other rules directing referral to foreign law or forums. Notwithstanding the above, SRTA may pursue administrative relief as provided by O.C.G.A §32-10-64 or any other applicable statute. The rights and remedies of SRTA under this Agreement are cumulative of one another and with those otherwise provided by law or in equity. The waiver by SRTA of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any provision will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the parties. Nothing in this Agreement shall be construed as conferring upon any person, other than the parties hereto, any rights or benefits under this Agreement. The captions in this Agreement are for convenience and will not affect the interpretation of any terms of this Agreement. This Agreement contains the entire agreement between you and us with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the parties, whether oral or written. However, if the change is made for security purposes, we can implement such change immediately, without prior notice to you and before such change may be posted to the website.

**Fee Schedule.**

Administrative Fee:	\$25 per Toll Violation/ \$25 per Toll Facility Violation
Civil Penalty	\$70 per violation

**Attachment I: Toll Facility Rules.**

**I-85 Express Lanes**

1. All eligible Vehicles must be registered with SRTA prior to using the Toll Facility.
2. All Vehicles, with the exception of authorized emergency Vehicles, that use the Toll Facility must enter and exit the Express Lanes where the roadway is marked by dashed white lines or where the Express Lane portion of the roadway begins or ends.
3. Crossing the solid double white line striping will result in a violation. Such violation may be excusable only if directed by law enforcement, authorized State Road and Tollway Authority personnel or contractors, or authorized Georgia Department of Transportation personnel or contractors.
4. All Vehicles, with the exception of authorized emergency Vehicles are required to go under each gantry of every Express Lane section travelled.

**Attachment II: Toll Facility Rules.**

**The Northwest Corridor "NWC" and I-75 South Metro Express Lanes**

These Toll Facilities are reversible. Generally, the lanes will flow in the direction of peak traffic inbound (towards the City of Atlanta) 5 AM through 11 AM and outbound (away from the City of Atlanta) 1 PM through 10 PM. The Toll Facilities will be closed while crews are performing reversals or for Toll Facility maintenance. You will be notified of when the Toll Facility is open in your direction of travel by several advance warning signs.

1. Vehicles will be tolled regardless of (a) the number of occupants (i.e., these Toll Facilities are NOT HOT Facilities), (b) whether the Vehicle is an Alternative Fueled Vehicle, or (c) a motorcycle.

3. There is no parking in the Toll Facilities. Vehicles stopped or left unattended in the Facility will be towed immediately.

4. Vehicles may only be towed from the Toll Facility by towing companies authorized the Georgia Department of Transportation (Authorized Tower). If you have a preferred towing company, then such company may pick up your Vehicle right before the entrance or exit of the Toll Facility, depending upon the location that the Authorized Tower places the Vehicle. You are responsible for all towing expenses, including those of the Authorized Tower.

5. Vehicles entering a Toll Facility when the toll rate sign displays "CLOSED" or any other alpha message will be charged the toll that would have been in effect at the time the Vehicle entered the Toll Facility and be subject to a Toll Violation.

6. You must not attempt or otherwise go through or around any gate that is in the down position. Doing so violates this Agreement and state law.

7. IN THE EVENT THAT WE ARE UNABLE TO DETECT YOUR VEHICLE EITHER ENTERING OR LEAVING THE TOLL FACILITY, THEN WE MAY USE YOUR PATTERN OF TRAVEL HISTORY (IF ONE EXISTS AS PRE-DETERMINED BY OUR SYSTEM) TO DETERMINE THE LENGTH OF YOUR TRIP. THE TOLL CHARGED WILL BE BASED ON THE ASSUMED (A) LENGTH OF THE TRIP AND (B) WHEN WE ASSUMED (USING PREDETERMINED PARAMETERS) YOU ENTERED OR EXITED, AS APPLICABLE, THE TOLL FACILITY. YOU MAY CONTEST THIS ASSUMPTION AS SET FORTH IN THE DISPUTABLE ISSUES SECTION OF THE AGREEMENT.