

BY SUBMITTING THE APPLICATION, I HEREBY AGREE THAT MY USE OF THE PEACH PASS IS SUBJECT TO THE PEACH PASS CUSTOMER AGREEMENT FOUND BELOW, AS MAY BE AMENDED FROM TIME TO TIME.

CUSTOMER AGREEMENT

*****Effective as of 07/26/2021*****

These terms and conditions, together with your Application, constitute the Agreement ("Agreement") made and entered into between you and the State Road and Tollway Authority ("SRTA"). By completing the Application, you agree to the following terms and conditions:

1. **Definitions.** The following terms shall have the corresponding definitions when used throughout this Agreement:

- 1.1. **Account.**
- 1.2. **Application.** The form you completed that includes all of the needed information to open an account.
- 1.3. **Attachment A.** Attachment A, which is attached to and made a part of this Agreement, includes a list of all charges associated with the Peach Pass and your Account.
- 1.4. **Customer Service Center (CSC).** This is the State Road and Tollway Authority's Customer Service Center, also known as the Peach Pass Customer Service Center. The CSC is located at 245 Peachtree Center Ave, NE, Ground Floor, Atlanta GA, 30303. The email address is: customerservice@peachpass.com; the mailing address is: P.O. Box 2105, Atlanta, GA 30301-2105; and the phone # is: 1-855-PCH-PASS (724-7277).
- 1.5. **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.
- 1.6. **Peach Pass.** A Peach Pass is an electronic toll collection device (also known as a transponder) that adheres to a Vehicle's windshield (or front bumper for certain Vehicles). The Peach Pass must be connected to an Account established with SRTA that automatically deducts the proper tolls when used on a Toll Facility.
- 1.7. **DDS Location.** SRTA has a walk up center at certain Department of Driver Services locations to allow for in person assistance with opening an account, fund replenishment and payment processing. Please consult www.peachpass.com for a list of current locations.
- 1.8. **Pay n GO! Replenishment Card.** This may be purchased at a variety of retail establishments and used to replenish your Account. For a list of these locations, please consult www.peachpass.com. If you use this option to replenish your Account you must still comply with the terms of this Agreement.
- 1.9. **Toll Facility(ies).** A transportation facility (such as a road, designated lane(s), bridge or tunnel) for which travelers pay a specified toll for a particular class of Vehicle to travel on, or

other venue (such as a parking lot), that accepts the Peach Pass for electronic payment. Toll Facility Rules, toll rates, and calculation methods will vary by Toll Facility.

- 1.10. **Toll Facility Rules.** Rules governing the use of a particular Toll Facility. See Section 8.2 for more details concerning Toll Facility Rules.
- 1.11. **Toll Facility Violation.** Occurs when a user does not comply with the applicable Toll Facility Rules. 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 Attachment A).
- 1.12. **Toll Violation.** Occurs when you do not pay the proper toll immediately upon travelling a Toll Facility. For each Toll Violation, you and/or the owner of the Vehicle will be responsible for the unpaid toll and an administrative fee (see Attachment A). 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").
- 1.13. **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) over-the-road buses that serve the public as set forth in 23 U.S.C. § 129(a).

2. General.

- 2.1. **License.** The terms and conditions of this Agreement govern your use of the Peach Pass on, and your use of, any Toll Facility or other venue accepting the Peach Pass for electronic payment. Subject to your compliance with this Agreement, SRTA grants you a limited license to use the Peach Pass on Peach Pass enabled Toll Facilities and other locations where Peach Pass is accepted as a form of payment.
- 2.2. **Changes in Your Information.** Before using any Toll Facility, you must notify SRTA of any changes to the information that you previously provided for all Vehicles associated with your Account, including changes to your credit/debit card number and expiration date, name or address changes, and vehicular information changes (make/model, license plate information). Failure to update this information may result in a Toll Violation. You may access your account and update your information at any time at www.peachpass.com or by using the Peach Pass GO! Mobile App.

3. Opening an Account.

Any Vehicle that uses a Toll Facility must have an Account with SRTA. Your Account must be classified into one of the following categories: Toll Exempt, Toll-Personal, or Toll-Commercial.

- 3.1. **Toll Exempt Account.** This is an Account where all Vehicles permanently meet the HOT Facility occupancy requirements and therefore, do not have to pay the toll. Failure to properly use the Toll Facility will result in a Toll Facility Violation. **Peach Passes associated with a Toll Exempt Account cannot be used for payment on Toll Facilities that are not HOT Facilities - those in which all Vehicles are subject to tolls (for example, the Northwest Corridor "NWC" or I-75 South Metro Express Lanes). This improper use of a Peach Pass**

will result in a Toll Violation. *If you want to use the Peach Pass on a Toll Facility with no occupancy requirements, then you must open a Toll Account instead of a Toll Exempt Account.*

3.2. Toll Account. This is an Account that is prepaid (see Section 4) and you must maintain sufficient funds in your Account to cover tolls and other charges incurred by the use of the Peach Pass. Each time a Peach Pass is accepted as a method of payment at a Toll Facility or the Toll Account otherwise incurs a fee or other charges, the applicable amount will be deducted from the prepaid balance in the Account.

3.2.1 Personal or Commercial Toll Account. A Toll Account must be identified as either personal or commercial. A Personal Toll Account is permissible for personal, non-commercial customers with privately owned, leased or rented Vehicles. No more than ten (10) Peach Passes may be linked to any one Personal Toll Account. A Commercial Toll Account is for companies or businesses with corporate owned, leased or rented Vehicles. There are no limitations on the number of Peach Passes that may be linked to a Commercial Toll Account.

3.2.2 Mode (applicable only to HOT Facilities). There may be times when you will not have to pay a toll on HOT Facilities because the number of occupants in your Vehicle meets the occupancy requirements of that Toll Facility or your Vehicle is otherwise exempt as provided in the Toll Facility Rules for the I-85 Express Lanes (located at the end of this Agreement). In order to prevent the automatic deduction of a toll from your Toll Account, you will need to change the Mode of your Peach Pass from "Toll Mode" to "Non-Toll Mode." In order to change the Mode, you will need to access your Account online, on the Peach Pass GO! Mobile App, or call or visit the Customer Service Center at least 15 minutes prior to entering a Toll Facility. When changing Modes you will select one of four pre-determined options for the duration of the change (4 hours, 1 day, weekdays, or indefinite). When the selected time period expires, the Peach Pass will automatically revert to Toll Mode. When you change the Mode to Non-Toll Mode, the Peach Pass will still register in Toll Mode on Toll Facilities that are not HOT Facilities.

4. **Prepayment.** A prepayment of tolls must be made for Toll Accounts. This may be done in the form of cash or with a credit card. See Attachment A for the amount of prepayment required. A prepayment is not required for a Toll Exempt Account although you will still be responsible for other fees/fines resulting from a Toll Facility Violation (see Section 8.2). Interest will not accrue on any Account balance.

4.1. Account Balance. 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 in your Account sufficient to pay tolls and any other charges incurred, you and the owner of the Vehicle will be responsible for a Toll Violation each time the Vehicle travels on or otherwise uses a Toll Facility.

4.2. Replenishment. It is your responsibility to check whether you have sufficient funds on your Account before using a Toll Facility. You may check the status and replenish your Account at www.peachpass.com, over the telephone, by mail, at one of SRTA's retail partners, or in person at the Customer

Service Center or DDS Location(s). Failure to know that the balance on your Account was insufficient shall not be a defense to a Toll Violation.

4.2.1 Automatic Replenishment. You may elect to have your Account automatically replenished by credit or debit card when your Account balance reaches the Low Balance Threshold Amount (see Attachment A). The Replenishment Amount will depend on the Account type and number of transponders registered to the Account in accordance with Attachment A. If your minimum use is consistently different than the Initial Replenishment Amount (based on your use of the Peach Pass over a rolling three month period), then the Replenishment Amount may, without further notice, increase or decrease to more accurately reflect your average monthly usage. Depending on your usage or other charges to your Account, there may be more than one replenishment transaction in any given month. It is your responsibility to immediately update the Account anytime your credit or debit card expires or otherwise fails to replenish. Failure to do so will result in a Toll Violation if you use a Toll Facility and there are insufficient funds in your Account.

4.2.2 Cash Replenishment. Instead of using a credit card to automatically replenish your Account, you may replenish your Account manually with cash (automatic replenishment is not possible without using a credit card). You will need to visit the Customer Service Center, a DDS Location or purchase a Pay n Go! reload replenishment card in order to use cash as a means to replenish your Account (**never mail cash**). SRTA discourages this option because you must vigilantly monitor your Account to ensure there is a sufficient balance to pay your tolls as they are incurred. Failure to do so will result in a Toll Violation if you use a Toll Facility and there are insufficient funds in your Account.

4.2.3 Peach Pass Plus. Replenishment of your Personal Toll or Commercial Toll Accounts with a credit or debit card automatically enrolls you in the Peach Pass Plus program. The Peach Pass Plus program allows you to use your transponder(s) for electronic payment of charges at Peach Pass Plus facilities displaying the Peach Pass Plus logo. You may opt-out of Peach Pass Plus by notifying SRTA via accessing your account online at MyPeachPass.com, the Peach Pass Mobile App, or by calling the Peach Pass Customer Service Center at 1-855-PCH-PASS (724-7277). While enrolled in Peach Pass Plus, you accept that any parking fee or any amount due at a Peach Pass Plus facility will be charged to the primary credit or debit card on file for your Peach Pass Account. It is your responsibility to ensure that the card on file is always up to date. On instances or occasions where the card cannot be billed, the Peach Pass Plus facility rules will govern your method of payment. Peach Pass Plus is a benefit of using Peach Pass and SRTA disclaims all liability resulting from your participation in the Peach Pass Plus program and any charges you incur at a Peach Pass Plus facility. You agree to direct any issues you experience at a Peach Pass Plus facility, including but not limited to the fees charged by the Peach Pass Plus facility, with that facility owner or operator.

4.3. Offset/Application of Payment. SRTA may deduct amounts you owe to SRTA for usage of a Toll Facility or the Peach Pass

from funds in your Account. These amounts include those charges described in Attachment A 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.

5. Peach Pass.

5.1. Installation. A Peach Pass may only be used with the Vehicle to which it is registered. **You may not move a Peach Pass from one Vehicle to another.** You must properly mount the Peach Pass to the Vehicle to which it is registered. Mounting instructions are included in the package containing the Peach Pass and at www.PeachPass.com. Holding a Peach Pass in your hand or leaving it on the dashboard or in another nonmounted position in the Vehicle is prohibited. Under no circumstances may a Peach Pass be used with a Vehicle that was not registered to your Account. A Vehicle and its license plate must be associated with your Account, and no Vehicle may be actively listed on more than one Account at any time. Not properly mounting the Peach Pass or reapplying the Peach Pass may cause or 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.

5.2. Lost Peach Pass. If the Peach Pass is lost, you must notify the Customer Service Center immediately so the Peach Pass can be deactivated. Until SRTA receives notice, you will be liable for any future use of the Peach Pass, including tolls, Toll Violations and Toll Facility Violations.

5.3. Vehicle Sale/Transfer. 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 from the Vehicle 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. You must also immediately notify the Customer Service Center and/or update your Account online so that the Peach Pass can be deactivated and removed from your Account.

5.4. Defective. A defective Peach Pass due to a manufacturing defect shall be replaced at no cost to you only when returned to the Customer Service Center within 30 days of your receipt of the Peach Pass. In the event of a malfunction of the Peach Pass, you must immediately discontinue use of the Peach Pass, the Toll Facilities, and contact the Customer Service Center. Where malfunction occurs, the Peach Pass shall be deactivated and the terms for deactivation as described in Section 16.1 of this Agreement shall apply. Costs related to mailing the Peach Pass to the Customer Service Center are your responsibility. SRTA may require delivery confirmation in the event the Peach Pass is not received. You remain responsible for any and all Toll Violations and/or Traffic Citations issued as a result of any attempt to use a 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. For purposes of this Agreement, 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 attempts to remove a Peach Pass from the Vehicle windshield will damage the Peach Pass and render it inoperable.

5.5. Video Tolls. A Video Toll occurs when the Peach Pass is not

read and an image of the Vehicle's license plate is recorded. In this instance, any unpaid charges may still be paid electronically using the Vehicle's license plate number. It is your responsibility to determine, by checking your Account or calling the Customer Service Center, whether the Peach Pass is operational and to advise SRTA if a new Peach Pass is needed. You will be responsible to pay to SRTA an additional fee as set forth in Attachment A in the event of excessive Video Tolls resulting from your use of a malfunctioning or non-operational Peach Pass.

5.6. No Tampering or Reverse Engineering. You agree that you will not, and will not attempt to, reverse engineer or otherwise attempt to alter or tamper with the mechanical or electrical operation of the Peach Pass, or otherwise attempt to use the Peach Pass or other equipment in order to avoid payment of tolls or fees.

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

6.1. 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.

6.2. 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 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.

6.2.1 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.

7. Statements

7.1. Statements. You can access your statement at no charge at any time at www.peachpass.com. There is a fee (see Attachment A) to mail a statement to you.

7.2. No Receipts. You will not receive any receipts for transactions. All transactions are electronic. You may access your account at www.peachpass.com to verify transactions.

7.3. 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 with the requirements of this Section. 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 Department of Revenue. A defective or malfunctioning Peach Pass does not relieve you from liability under this Agreement and can result in a Toll

Violation. 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.

8. Compliance

8.1. With Laws. You agree to comply with all applicable traffic laws of the state of Georgia (and, 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. Under no circumstances should you drive through a Toll Facility at a speed greater than the posted speed.

8.2. Toll Facility Rules. Each Toll Facility may have specific rules that a user must comply with. 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 enter or 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).

8.2.1 Toll Facility rules applicable to I-85 Express Lanes are attached as Attachment B.

8.2.2 Toll Facility rules applicable to I-75S Metro Express Lanes and the NWC Express Lanes are attached as Attachment C.

9. **Out of State Toll Facilities/Interoperability.** If you use the Peach Pass on a Toll Facility whose operator has an interoperability agreement with SRTA, you agree that SRTA may charge you for any tolls, fees, fines and other charges arising from such use, and that you will be responsible for such tolls, fees and other charges. Fees and other charges owed in this manner will be charged in accordance with rules, regulations and procedures of the Toll Facility on which the transaction was recorded. You further agree that SRTA may provide the other Toll Facility operator with information contained in SRTA's files for your Account or other information associated with your Account for purposes of collecting tolls, fees, fines and other charges; and such information may be subject to disclosure to the public if such disclosure is required by the law of the State in which the toll charges were incurred or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional agency where there is no applicable law, by that other Toll Facility operator(s) policy. If you do not update your Account information you may be subject to tolls, fees, fines and other charges as established by such other Toll Facility. In addition, the Toll Facility operator, at its sole discretion, may refuse to accept your Peach Pass as a method of payment. You agree that SRTA shall not be responsible for any charges incurred by you on such other Toll Facility and any issues, problems or concerns that you have as a result of your use of such interoperable Toll Facility shall be solely between you and the operator of such Toll Facility.

10. **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 does not

guarantee the speed or the length of time it will take you to complete your trip. **SRTA SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, ORAL, EXPRESS, IMPLIED OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

11. **Website.** You may use the website at www.peachpass.com to change or update your Account information. Your use of the website shall be deemed your consent to modify your information within SRTA's record system. In the case of a change in credit/debit card information, updates made through the website shall be deemed as your authorization for SRTA to charge that credit/debit 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, SRTA may require that you provide verifying information to access your Account. SRTA reserves the right to deny access to your Account if the requested verifying information is not provided.

12. **Peach Pass Go! Mobile App.** The PeachPass Go! Mobile Application ("App") is available for download on iTunes App Store, Google/Android Play Store, and on www.peachpass.com. You may use the App to view, change or update your Account information. Your use of the App shall be deemed your consent to modify your information within SRTA's record system. If a Vehicle assigned to your Account is registered to another person, that person will be considered an authorized user and may gain access to your Account information that pertains to such Vehicle using the App.

13. **Privacy Policy.** SRTA respects the privacy of its customers. SRTA does not sell or share its customer list with outside marketers. SRTA may use the contact information provided by you to communicate with you. Such communication may concern your account or marketing communications related to SRTA and/or the Peach Pass. You agree that SRTA or its designee may collect anonymous traffic, travel or other statistical information using the Peach Pass and Peach Pass Go! Mobile App. 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 or by court order.

14. **Changes to the Peach Pass Customer Agreement.** SRTA shall from time to time make changes to this Customer Agreement. You agree to visit www.peachpass.com periodically to view any updates that have been made to this Agreement. SRTA may notify you of these changes via e-mail, online at www.peachpass.com, via SMS text, mail, monthly e-newsletters or other notification. The method of notification used shall be at SRTA's sole discretion. Upon notification, by any means authorized above, of any changes to the Agreement, you shall comply with such changes. Your continued use of the Peach Pass after notification shall constitute your consent to such changes.

15. **Notifications by SRTA.** All notifications (including but not limited to violation notices) and other communications mailed, sent via SMS text, auto-dial calls or emailed to you shall be sent using the most current contact information in SRTA's records. **NOTIFICATION SHALL BE DEEMED GIVEN IF SENT TO THE MOST CURRENT CONTACT INFORMATION IN SRTA'S RECORDS. IT SHALL BE YOUR SOLE RESPONSIBILITY TO PROVIDE SRTA WITH ANY**

CHANGES TO YOUR CONTACT INFORMATION AS SOON AS THEY OCCUR.

16. Deactivation of the Peach Pass/Closure of Account.

16.1. Deactivation of Your Peach Pass. If for any reason your Peach Pass is deactivated you must immediately stop using the Peach Pass, remove the Peach Pass from the Vehicle, and discontinue traveling on Toll Facilities that only accept the Peach Pass as a method of payment. Using a deactivated Peach Pass may result in Toll Violations or Toll Facility Violations and the issuance of Uniform Traffic Citations by law enforcement. All activity incurred with a deactivated Peach Pass may be charged to your Account. No credits will be issued upon reactivating a deactivated Peach Pass.

16.2. Closure of Your Account. SRTA may close your account at any time. You may close your Account at any time by calling 1-855-PCH-PASS (724-7277) or submitting a written request to customerservice@peachpass.com to close your Account. You may not reopen your Account after the expiration of 60 days. If for any reason your Account is closed, all Peach Passes registered to your Account will be deactivated and you must return the Peach Passes to SRTA upon SRTA's request and comply with the requirements of Section 16.1. SRTA may prohibit you from opening a subsequent Account(s) if SRTA previously closed your Account because you failed to comply with any of the terms of this Agreement. SRTA maintains the prepaid deposits it receives from Customers in a separate account from the time we receive these funds until such time as those funds become due to SRTA (i.e., a toll and/or other charge is incurred). After a toll and/or other charge becomes due, SRTA will transfer the appropriate amount out of this account. Upon written request from you, SRTA will refund any remaining and unused prepaid deposit to you, without interest. Promotional credits earned, if any, will not be refunded if not used.

16.3. Breach of Agreement. SRTA reserves the right to terminate your Account and deactivate the Peach Pass(es) issued under this Agreement for failure to abide by any of the terms and conditions of this Agreement, if you are the subject of any Bankruptcy proceeding under the Bankruptcy Act, or if you become insolvent.

17. Liability. You are responsible for each Peach Pass issued to your Account, and for all costs associated with your Account including, but not limited to, tolls, administrative fees and civil penalties related to a Toll Violation or a Toll Facility Violation by any Vehicle registered to your Account, and any other expenses, fees, and costs allowed by law that are incurred by SRTA in the enforcement of this Agreement. Unless your car is stolen, you are responsible to pay the tolls and applicable charges incurred by others using your Vehicle. Your retaining, using, or permitting others to use the Peach Pass shall constitute your acknowledgment of and acceptance of the terms and conditions of this Agreement. 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 only relief available to you shall be the replacement of a defective or malfunctioning Peach Pass in accordance with Section 5.4 of this Agreement. 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.

You agree that SRTA may, pursuant to the terms of this Agreement or as otherwise authorized by you verbally or in writing, make charges against your credit or debit card, and that SRTA shall not be liable to you for any financial costs resulting from these actions. Additionally, SRTA shall not be liable for any 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 a Peach Pass, a Toll Facility, our credit report inquiry, notification to credit bureaus, and/or charging against your credit or debit card. If for any reason your Account balance is insufficient for the payment of tolls or any other charges due to SRTA, you shall remain liable to SRTA for such insufficiencies and charges. 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. Unpaid balances due to SRTA may be turned over to a collection agency for enforcement and collection activities. You agree that SRTA may notify credit bureaus in the event you fail to pay in full or in a timely manner all tolls, administrative fees and civil penalties as required under this Agreement.

18. Rates, Fees and Charges. Applicable fees (see Attachment A) will govern the creation and on-going usage of your Account. Applicable fees and charges may be billed directly to your Account and deducted from your Account balance. You must contest the imposition of a toll, fee or charge in writing to the Customer Service Center within 90 calendar days after the transaction is posted to your Account (see Section 7.3).

19. Miscellaneous Provisions. 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. Any action related to this Agreement shall be brought exclusively in the Superior Court of Fulton County, Georgia, and you hereby consent to the jurisdiction and venue of such Court and the appropriate appellate courts therefrom in any such action and irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum. 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 the parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the parties, whether oral or written. You may not assign your rights or obligations under this Agreement. Any attempt by you to make an assignment in

violation of this provision is hereby null and void. SRTA may assign all or some of its rights and obligations under this Agreement without notice to you.

- 20. SRTA Contact Information.** Questions regarding your Account should be directed to customerservice@peachpass.com or

[Peach Pass Customer Service Center](#)
[P.O. Box 2105 Atlanta, GA 30301-2105](#)
[Phone: 1-855-PCH-PASS \(724-7277\)](#)

Attachment A
Peach Pass Schedule of Charges and Fees

Registered Accounts - Personal

Minimum Initial Prepaid Toll Amount*	Initial Replenishment Amount **	Low Balance Threshold	Peach Pass Standard Fee***
\$20.00 for the first Peach Pass	\$20.00	\$10.00	\$5.00
\$10.00 for each additional Peach Pass			

Personal Accounts are limited to 10 Peach Passes. An account requiring 11 or more Peach Passes must be established as a Commercial Account.

*Minimum Initial Prepaid Toll Amount will be charged upon account creation.

**If your monthly use is consistently different than your Automatic Replenishment Amount, this amount may increase or decrease (minimum \$20.00) to reflect average monthly

***A \$15.00 fee is charged per Bumper Mount, in lieu of standard Peach Pass fee.

Registered Accounts - Commercial

Minimum Initial Prepaid Toll Amount*	Initial Replenishment Amount **	Low Balance Threshold	Peach Pass Standard Fee***
\$40.00 for the first Peach Pass \$10.00 for each additional Peach Pass	\$40.00	\$10.00 or 50% of the automatic replenishment amount, whichever is greater+	\$5.00

*Minimum Initial Prepaid Toll Amount will be charged upon account creation.

**If your monthly use (based on a rolling three month average) is consistently different than your automatic replenishment amount, this amount may increase or decrease (minimum \$20.00) to reflect average monthly usage.

***A \$15.00 fee is charged per Bumper Mount, in lieu of standard Peach Pass fee.

+Based on a rolling three month average

Description	Amount
Peach Pass - Standard	\$5.00
Peach Pass - Bumper Mount	\$15.00
Replacement Peach Pass - Defective	no charge
Replacement Peach Pass - Lost/Stolen/Non-Defective	\$5.00
Replacement Bumper Mount - Lost/Stolen/Non-Defective	\$15.00
Monthly Statements (Mailed/Emailed/Faxed)*	\$2.00 per statement
Annual Statements (Mailed/Emailed/Faxed)*	
Personal Account	\$10.00 per statement
Commercial Account	\$15.00 per statement
Excessive V-Toll Processing Fee	\$1.00 per trip
Account Re-open Fee	\$10.00
Returned Check (Insufficient Funds)	\$25.00 per occurrence
Administrative Fee - Toll Violation	\$25.00 per violation
Administrative Fee - Toll Facility Violation	\$25.00 per violation
Civil Penalty Fee	\$70.00 per violation

Toll Facility Rules For I-85 Express Lanes

or local government transit agency or as set forth more fully in Section 1.13 of this Agreement.

1. All eligible Vehicles must be registered to use the I-85 Express Lanes 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. Note: In the case of an emergency or other major road incident, SRTA coordinates with the Georgia Department of Transportation and law enforcement to make a determination whether to waive Toll Facility rules, charges or fees on a case by case basis.
4. All Vehicles, with the exception of authorized emergency Vehicles are required to go under each gantry of every Express Lane section travelled. SRTA's system will determine the toll rate for your trip based on your Vehicle's first entry point and your final exit point. In the event that your Vehicle briefly exits the lanes and re-enters, the system will use your first entry point and your final exit point to determine the total length and toll rate for your trip. You agree to this method of calculating tolls. You agree to review your Statement and notify the CSC of any toll charges inconsistent with your travels within the time period set forth in Section 7.3 (Disputable Issues) of the Agreement.
5. A toll rate sign that indicates "HOV 3+ Only" means that only Vehicles with 3 or more occupants in the Vehicle, or exempt Vehicles such as transit, motorcycles and Alternative Fueled Vehicles as defined in O.C.G.A. §40-2-86.1 (must have a license plate designation either beginning with an "HF" or otherwise containing the words "Alternative Fuel Vehicle" or "Alternative Fueled Vehicle") may utilize that segment of the Toll Facility. If you are driving in the Toll Facility with less than 3 occupants in the Vehicle and the toll rate indicates "HOV 3+ Only" then you must properly exit the Toll Facility at the next exit. If you have not yet entered the Toll Facility, you may not do so (you will incur a Toll Violation if you do) unless you have 3 or more occupants in the Vehicle. If at another point along the Toll Facility a toll rate sign indicates toll rates and not "HOV 3+ Only" then you may properly utilize the Toll Facility with less than 3 occupants in the Vehicle.
6. Registered accounts for public transit Vehicles (i.e. over-the-road buses operated by a Georgia state or local government transit agency or state-sanctioned vanpools authorized or operated by a Georgia state or local government transit agency), carpools with 3 or more occupants, motorcycles, emergency Vehicles, and Alternative Fueled Vehicles as defined in O.C.G.A. §40-2-86.1 (must have a license plate designation either beginning with an "HF" or otherwise containing the words "Alternative Fuel Vehicle" or "Alternative Fueled Vehicle"), may use the Express Lanes without paying a toll by properly selecting non-toll mode at least 15 minutes before entering the Express Lanes. Vehicles that do not meet occupancy requirements (less than 3 occupants) may use the Express Lanes by paying a toll.
7. You may not use the I-85 Express Lanes with a Vehicle having more than 6 wheels or more than two axles, unless the Vehicle is a registered exempt over-the-road bus operated by a Georgia state

Toll Facility Rules For
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. A Toll Exempt Account may not be used for payment on this Toll Facility.
2. 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 SECTION 7.3 OF THE AGREEMENT.**
8. You may not use the NWC and I-75 South Metro Express Lanes with a Vehicle having more than 6 wheels or more than two axles, unless the Vehicle is a registered exempt over-the-road bus operated by a Georgia state or local government transit agency or as set forth more fully in Section 1.13 of this Agreement.