



Parkersburg Bridge Partners

MOVPASS Customer Agreement version 3.0

NOTE: NOTHING IN THIS AGREEMENT RELEASES YOU, THE CUSTOMER, FROM FINES RESULTING FROM FAILURE TO ABIDE BY WEST VIRGINIA STATE LAWS AND REGULATIONS OR IMPROPER USE AND/OR MAINTENANCE OF YOUR MOVPASS ACCOUNT.

By establishing a MOVPASS account, you agree to the following terms and conditions:

1.0 Toll Charges and Payment

1.1 Account Uses

Your MOVPASS account may be used to pay a toll either by MOVPASS transponder or Video Toll.

While traveling on other toll roads, be fully aware of any specific Facility Terms of Use and Acceptance prior to use of the Transponder on that Toll Facility.

1.2 Charges

Toll charges may vary based on payment option and one or more of the following:

- 1) The number of vehicle axles or classification detected
- 2) The toll facility at which the charge occurred
- 3) The time and date of travel (if applies)
- 4) Whether the vehicle meets the definition of a carpool (if applies)
- 5) Whether the vehicle has a MOVPASS/E-ZPass transponder correctly installed
- 6) Status of the MOVPASS/E-ZPass account at the time of the toll transaction

1.3 Insufficient Funds

If your MOVPASS account does not have a sufficient balance to cover your toll charges, you may be charged additional fees and billed at the Pay-By-Mail rate.

If the toll charges remain unpaid, additional fees and escalation may apply. Please review your monthly statement and account information regularly to avoid additional fees or penalties.

2.0 Account Information

2.1 Valid Account Status

To keep your account in a Valid Status, you must:

- 1) Maintain a positive balance if the account payment option is Pre-Paid

- 2) Maintain a valid payment method on the MOVPASS account.
- 3) Keep your contact information, mailing address, email, and phone number up to date with both MOVPASS and the WV Department of Motor Vehicles (MOVPASS is a separate entity from the WV DMV), or the State in which your vehicle is registered
- 4) Keep your vehicle information including year, make, model, license plate number(s), and transponder number up to date, and
- 5) Review your account statement and account information periodically to ensure your information is up to date

2.2 Account Closure

You may request to close your account. Once all outstanding toll charges, fees, and/or civil penalties are paid, any remaining account balance will be refunded (NOTE: Credits provided for any tickets or promotions are not eligible for refunds).

2.3 Inactive Account Closure

If your account is inactive for 12 consecutive months, your account may be closed. Any remaining funds after the account has been closed will be refunded without interest (NOTE: Credits provided for any tickets or promotions are not eligible for refunds).

2.4 Refunds

Eligible/Approved refunds will be processed by the original method of payment, when possible, and will occur within 30 days of eligibility and approval. (NOTE: Credits provided for any tickets or promotions are not eligible for refunds).

3.0 Payment Options

3.1 Account Type

For customers who wish to pay their tolls automatically:

Pre-Paid

Pre-pay the initial payment amount when you open your MOVPASS account to cover future tolls. When your account balance reaches the set minimum balance threshold, it is automatically replenished via your preferred payment method saved on your MOVPASS account. No interest shall be paid on Prepaid account balances.

Failure to maintain a positive balance shall constitute a breach of this Agreement and may subject the User to the loss of discounts, administrative costs, any unpaid toll charges as determined by PARKERSBURG BRIDGE PARTNERS, the Toll Facility, or any State where usage occurred, and termination of this agreement. Users agree that it is their responsibility to monitor their usage and account balance. MOVPASS shall not be responsible for any consequences arising from failure to maintain a positive

account balance. User shall be responsible for any violations, fees, claims, tolls and/or any other charges assessed resulting from failure to maintain a positive balance.

NOTE: Initial payment and minimum balance amounts can be found at www.parkersburgbridgepartners.com.

3.2 Automatic Account Replenishment

The minimum amount required for auto-replenishment on your MOVPASS account can be found at www.parkersburgbridgepartners.com. Depending on your toll usage, you may choose to select a higher replenishment amount.

You acknowledge PBP may periodically review the activity on your MOVPASS Account and adjust your replenishment amount, to reflect the average monthly charges and fees incurred.

1) Payment Type

You will provide authorization and the necessary information to establish auto pay by credit card, debit card, or electronic check (ACH).

2) Payment Declined

If your financial institution declines your payment, your account may be switched to manual replenishment. You may update your payment information online to re-establish auto replenishment.

3) Chargebacks and dishonored payments

If the customer service center receives excessive notifications of a credit card dispute or electronic check (ACH) dispute that results in chargebacks (the reversal of payments) or dishonored payments, the account holder may be required to refill their account with certified funds for future transactions.

4) Non-sufficient Funds (NSF)

If the bank returns a payment due to insufficient funds, a non-sufficient funds (NSF) fee of \$30 will be charged to the account. The account holder may be required to replenish the account with certified funds for future transactions.

3.3 Manual Account Replenishment

1) Payment Type

You may use a credit or debit card, electronic check (ACH), check, or money order. Please do not send cash in the mail. The customer service center reserves the right to refuse temporary checks.

2) Chargebacks and dishonored payments

If the customer service center receives excessive notifications of a credit card dispute or electronic check (ACH) dispute that results in chargebacks (the reversal of payments) or

dishonored payments, the account holder may be required to replenish their account with certified funds for future transactions.

3) Non-sufficient Funds (NSF)

If the bank returns a check due to insufficient funds, a non-sufficient funds (NSF) fee of \$30 will be charged to the account. The account holder may be required to replenish the account with certified funds for future transactions.

The minimum amount required for manual replenishment can be found at www.parkersburgbridgepartners.com

4.0 Disputes

You may dispute MOVPASS tolls and fees applied to your account online at WWW.MYMOVPASS.COM or by contacting the MOVPASS customer service center within 90 days of the transaction date. If the toll and/or fee is removed or adjusted, your account will be credited.

Pay by Mail transactions must be disputed before the first invoice due date.

5.0 MOVPASS Transponder Usage

You can use your activated MOVPASS transponder on the Memorial Bridge located in Parkersburg, West Virginia and within the E-ZPass Tolling Network (based on each local toll facility's processing).

Use of the transponder is only for the vehicle, and vehicle class for which it was issued. Use of the transponder on a vehicle or vehicle class which does not correspond to the MOVPASS account details, is considered a violation of this Agreement, and may result in additional charges, including suspension or termination of any toll rate discounts.

NOTE: it is the customer's responsibility to remove or deactivate transponders. Failure to do so may result in toll charges.

5.1 Transponder Installation

You agree to correctly install, display, activate and use the transponder in accordance with the package instructions. Once the transponder is installed, it should not be removed to ensure it continues to function properly.

NOTE: Drivers should not travel with more than one transponder in a single vehicle.

5.2 Receipts

You understand and agree that you will not receive a receipt for individual transponder transactions but may see your transactions by logging in to your account at WWW.MYMOVPASS.COM.

6.0 Discounts

To receive toll discounts your MOVPASS account must be in a Valid Status, and you must meet the requirements as set by Parkersburg Bridge Partners. You must also install a designated transponder for the discount. Current discount policies are available at www.parkersburgbridgepartners.com

7.0 Video Toll

If you do not have a transponder, or your transponder is not detected, our photo toll system will capture images of your vehicle's license plate. If the license plate number is correctly listed on your MOVPASS account, the transaction will be processed as a Video Toll and the appropriate toll amount will be deducted from your account. Video toll frequency will be monitored for trends.

8.0 Termination

This Agreement may be terminated at any time and for any reason. If your account is terminated, any amount* in your account remaining after tolls, costs and fees have been paid, will be processed without interest.

*Credits provided for any tickets or promotions are not eligible for refunds.

9.0 Privacy Policy

It shall be the policy that PARKERSBURG BRIDGE PARTNERS (PBP) shall only collect and retain MOVPASS user information that is necessary and essential to properly conduct and record MOVPASS financial transactions.

Information collected by the customer service center related to your account will not be released except under the following circumstances:

- 1) At your request as the individual account holder with proper identification and/or verification
- 2) As needed to collect and enforce unpaid tolls, fees, and penalties
- 3) To law enforcement agencies for other purposes only if the request is accompanied by a court order
- 4) As otherwise required by law

The MOVPASS account privacy policy may be amended at any time in accordance with applicable statutory requirements. Notice of any change to this Privacy Policy will be available via email, on your account statement, at the walk-in Customer Service Centers, or posted on www.parkersburgbridgepartners.com

10.0 Amendments

PARKERSBURG BRIDGE PARTNERS may periodically make changes or amendments to the Terms and Conditions of the MOVPASS Agreement. The most updated version of these Terms and Conditions can be found at www.parkersburgbridgepartners.com

11.0 Liability

Neither PARKERSBURG BRIDGE PARTNERS nor the MOVPASS customer service center shall have any obligation or liability to the customer with respect to use or performance of the MOVPASS transponder or account.

Installing a MOVPASS Transponder

NOTE: Place the sticker transponder 2" to 4" from the top of the windshield behind the rearview mirror.

- **Step 1.** Clean mounting area inside the windshield and let dry
- **Step 2.** Peel backing and affix to the inside windshield, smoothing the sticker flat

CAUTION: DO NOT attempt to remove or relocate a sticker transponder once it has been installed. It will break and become unusable.

