



Bay City Bridge Partners (BCBP) BC-PASS Customer Agreement version 3.0

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

Definition of Terms

- **Transponder:** Electronic toll collection device.
- **Video Toll (VTOLL):** When a transponder is either not detected or not present in the vehicle, the system will attempt to match the license plate to a valid account.
- **Pay by Mail:** Vehicles/License Plates not associated with a valid BC-PASS/E-ZPass account will be sent an invoice to the vehicle's registered owner.

By establishing a BC-PASS account, you agree to the following terms and conditions:

1.0 Toll Charges and Payment

1.1 Account Uses

Your BC-PASS account may be used to pay a toll either by BC-PASS 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 has a BC-PASS/E-ZPass transponder correctly installed
- 5) Status of the BC-PASS/E-ZPass account at the time of the toll transaction and/or toll processing
- 6) Whether the Transponder is associated with any discount plans or programs

1.3 Insufficient Funds (Account Not in Good Standing/Invalid)

If your BC-PASS 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) Keep your payment method up to date
- 3) Keep your contact information, mailing address, email, and phone number up to date with both BC-PASS and the Michigan Secretary of State (BC-PASS is a separate entity from the Michigan Secretary of State), 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
- 6) Provide and maintain a valid, non-expired copy of the vehicle's registration card as required for certain discount plans or programs. Failure to do so may result in removal from the discount plan or program.

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: Promo/Credit balances are excluded from 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: Promo/Credit balances are excluded from 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: Promo/Credit balances are excluded from refunds).

3.0 Payment Options

3.1 Automatic Payment Options

Pre-Paid

Pre-pay the initial payment amount* when you create your BC-PASS account to cover future tolls. When your account balance reaches the set minimum balance threshold*, it is automatically replenished via your preferred payment

method. 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 Bay City 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. BC-PASS 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.

*Initial payment and minimum balance amounts can be found at www.baycitybridgepartners.com.

3.2 Automatic Account Replenishment

The minimum amount required for auto-replenishment can be found at www.baycitybridgepartners.com. Depending on your toll usage, you may choose to select a higher replenishment amount. If you opt for auto replenishment, you agree to the following:

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

If you arrange for manual replenishment, you agree to the following:

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) Maintaining a Positive Account Balance

Users agree that it is their responsibility to monitor their usage and account balance. BC-PASS shall not be responsible for any consequences arising from failure to maintain a positive Account balance.

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 replenish their account with certified funds for future transactions.

4) 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.

4.0 Disputes

You may dispute BC-PASS tolls and fees applied to your account online at www.BC-PASS.com or by contacting the BC-PASS 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.

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

5.0 BC-PASS Transponder Usage*

You can use your activated BC-PASS transponder at any BC-PASS toll facility.

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 BC-PASS account details, is considered a violation of this Agreement, and may result in additional charges, including suspension or termination of any toll rate discounts.

*Updates to BC-PASS interoperability within the E-ZPass tolling network can be found at www.baycitybridgepartners.com

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 toll transactions but may see your transactions by logging in to your account at www.BC-PASS.com.

6.0 Discounts

To receive toll discounts your BC-PASS account must be in a Valid Status, and you must meet the requirements as set by Bay City Bridge Partners. You must also install a designated transponder for the discount. Current discount policies are available at www.baycitybridgepartners.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 BC-PASS 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.

*Promo/Credit balances are excluded from refunds.

9.0 Privacy Policy

It shall be the policy that Bay City Bridge Partners (BCBP) shall only collect and retain BC-PASS user information that is necessary and essential to properly conduct and record BC-PASS 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 necessary 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 BC-PASS 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.baycitybridgepartners.com

10.0 Amendments

Bay City Bridge Partners may periodically make changes or amendments to the terms and conditions of the BC-PASS Agreement. The most updated version of these Terms and Conditions can be found at www.baycitybridgepartners.com.

11.0 Liability

Neither Bay City Bridge Partners nor the BC-PASS customer service center shall have any obligation or liability to the customer with respect to use or performance of the BC-PASS transponder or account.

12.0 Digital/Electronic Communications

You consent to receiving electronic communications. These communications may include notices about the status of your account and actions needed. You agree that any notices or other communications sent to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Installing a BC-PASS Transponder

NOTE: Place the sticker transponder 2" to 4" from the top of the windshield behind the rearview mirror and below any shaded area.

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

