

Port of Hood River *BreezeBy* Personal Account Terms and Conditions

These Terms and Conditions, together with your Application, constitute the Port of Hood River ("PORT") *BreezeBy* Customer Agreement (the "Agreement") made and entered into by and between you (the "Customer") and the PORT under the laws of the State of Oregon. Nothing in this Agreement releases you, the Customer, from civil liability or criminal penalties resulting from failure to abide by applicable Oregon State laws and regulations.

Agreement

Subject to the terms of this Agreement, the Customer will incur a *BreezeBy* toll charge for each use of the *BreezeBy* facility and the PORT agrees to provide the Customer with a transponder to be used at those locations accepting *BreezeBy* electronic toll payment.

Personal Accounts are for Class 1 (2 axle, 6-tire maximum) vehicles only, except where noted.

Failure to comply with this agreement may result in termination of your account/plan.

Failure to pay tolls may result in additional penalties provided by law.

Further, by completing the Application, making a payment into your prepaid *BreezeBy* account, and using the transponder, you agree to the following terms and conditions:

1.0 Transponder Usage

- a. Installation. You agree to install, display, and use the transponder in accordance with the instructions and not to assign or transfer your transponder without formal written transfer approval from the PORT.
- b. Delivery. All *BreezeBy* Account transponders will be delivered by mail or may be picked up at the Port Office at 1000 E. Port Marina Drive, Hood River, Oregon. *BreezeBy* transponders will not be available for pick up at the tollbooth. *BreezeBy* transponders will become active for use forty-eight (48) hours from issuance.
- c. Receipts. You understand and agree that you will not receive a receipt for individual transponder transactions.
- d. Charges. You understand and agree that electronic payment via transponder will be calculated based on the number of vehicle axles detected by the system in the lanes.
- e. Replacement. You understand that if your transponder malfunctions, the PORT will replace it without charge, within three years of issue date, unless the transponder is defaced, altered, damaged, or shows other signs of misuse. Otherwise, a fee to cover the transponder replacement costs of \$15.00 (\$27.00 for an external mounted transponder) will be assessed.

- f. Lost or Stolen. If your transponder is lost or stolen, you must notify the PORT immediately in person at the Port office, by mail, fax or email. You are responsible for all charges on your account until notification is received.

2.0 Account Information

Good Standing. To keep your account open and in good standing you must:

- a. Keep current your vehicle information, make, model, license plate number and axle counts.
- b. Keep current all personal, demographic, and payment information.
- c. Maintain a positive balance for prepaid accounts.
- d. Statements: You will receive a monthly statement for the first six months upon opening an account and quarterly statements thereafter, unless you specifically request monthly statements. No statement will be sent for accounts with no toll activity during the applicable period.

Closure. Your account may be closed when:

- a. Your written request to close the account has been received:
Any remaining balance in a registered account will be refunded, without interest and less any outstanding administrative fees. Refund will be by the original method of payment, when possible, and will occur within fifteen (15) days of your account closure request.
- b. The account shows a negative or zero balance:
Any negative balance and/or outstanding tolls and fees must be paid in full immediately or may be subject to collection procedures and legal action by the PORT.
- c. There has been no activity for twenty-four (24) consecutive months:
A "Notice of Inactivity" will be sent after eighteen (18) months of inactivity. After twenty-four (24) months of inactivity, the account will be closed. Any remaining balance in a registered account will be refunded in the original method of payment received without interest and less any outstanding administrative fees. (See section 9.0)

3.0 Automatic Account Replenishment

The minimum replenishment amount for private accounts is \$20 for six (6) or fewer vehicles. You may place more than the minimum in your account at any time. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you arrange for Automatic Account Replenishment, you agree to the following:

- a. You acknowledge that your signature is required to enroll or terminate your participation in the Automatic Account Replenishment.
- b. You agree to maintain a valid payment method on file with the PORT.

- c. Account replenishment can be established by credit card. When your account balance falls below the minimum balance, the account will automatically be replenished for a minimum of \$20, or as otherwise identified on your application.
- d. If your automatic payment method is declined more than twice at the time your automatic replenishment payment is due, your account will be changed to manual replenishment. You must contact the PORT to re-establish automatic replenishment.
- e. The PORT may adjust replenishment amounts based on a Customer's usage patterns over the prior three (3) months. Prior to such adjustment, customers will be notified by the PORT and may contact the PORT to decline this replenishment option.
- f. You may acquire up to three (3) transponders without fees. Fees of \$15.00 (\$27.00 for an external mounted transponder) will be assessed for additional transponders.
- g. Interest will not be paid on prepaid account balances or deposits.

4.0 Manual Account Replenishment

The minimum replenishment amount for private accounts is \$20 for six (6) or fewer vehicles. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you do not choose the Automatic Account Replenishment option, you must maintain and replenish your account and agree to the following:

- a. Payment for replenishment may be by credit card, check, money order, or cash (in person at the PORT office.). **Do not send cash in the mail.** The PORT reserves the right to refuse counter or temporary checks. If check payments are returned for insufficient funds, the account holder will be charged a fee of \$25.00 and may be required to replenish their account with certified funds or cash for future transactions, and may be liable for statutory damages and PORT attorney fees.
- b. Manual payments may require 5-7 business days from receipt to process.
- c. You may acquire up to three (3) transponders without fees. Fees of \$15.00, (\$27.00 for an external mounted transponder), will be charged for additional transponders.
- d. Interest will not be paid on prepaid account balances or deposits.

5.0 Disputes

You may contest fees and tolls applied to your account by submitting your dispute to the PORT in writing within ninety (90) days of the transaction in question. Disputes will be accepted in person at the Port office, by mail, fax, and email. If the fee or toll is rescinded or adjusted, your account will be

credited. Payments made by credit card are required to have refunds issued to that same credit card. Refunds will be issued within 30 days of approved request. The PORT may deny reimbursement for a credit card charge if the credit card holder has not followed disputed charge procedures required by the cardholder's credit card use agreement.

6.0 Video Tolls (Vtoll)

A Vtoll is a bill for the use of a *BreezeBy* toll lane when you fail to pay the required toll either via electronic toll collection or manual payment at a toll booth. It may occur when your account has an insufficient balance, when your transponder is not functioning or improperly mounted, or at any time you take an unregistered vehicle through the toll lane without remitting the toll due.

- a. Vtoll by debit. If an account holder's transponder is not detected, a photo monitoring system captures the vehicle's license plate. If the license plate number is listed in your account, the transaction will be processed as a "Vtoll by debit," with the appropriate toll deducted from your account. A notice may also be sent to you of the undetected transponder and Vtoll charge. You should immediately contact the Port office to resolve the issue before using the transponder again.
- b. If you knowingly continue to use a non-functioning transponder, you will be charged the Vtoll plus a \$10.00 administrative fee.
- c. Vtoll by mail. Any vehicle that uses the *BreezeBy* toll facility without paying the toll will be issued a Vtoll bill by mail, to the registered owner, and will incur a \$10.00 administrative fee along with the toll due. The fee will escalate if not paid per the instructions in the Vtoll bill and must be paid before the Vtoll is cleared.

7.0 Termination

The PORT reserves the right to deactivate any *BreezeBy* Pass/Plan/Account at any time. Your account may be suspended for violation of the Terms & Conditions. All past due tolls and/or fees must be paid to reactivate the Account/Plan. Use of a *BreezeBy* Tag on a suspended account will result in Account/Plan closure and Account Holder may be subject to civil penalties and/or criminal prosecution for toll evasion.

You may suspend your Account/Plan by notifying the PORT in writing, and you must also notify the PORT in writing of when you wish to reactivate the Account/Plan.

Either the PORT or you, the Customer, may terminate this Agreement at any time and for any reason. If your account is terminated, the PORT will refund any amount in your account remaining after tolls, costs, and fees have been paid within thirty (30) days of notification. No refunds may be provided for unregistered accounts.

8.0 Privacy Policy

The *BreezeBy* Privacy Policy is subject to the requirements of state and federal law and may be amended at any time in accordance with applicable statutory requirements. Notice of any changes to this Privacy Policy will be available via email, on your account statement, and/or at the PORT Office. Notices will also be posted on the web site. Enactment or changes of laws which affect the PORT'S Privacy Policy will not be considered an amendment which requires customer notice.

BreezeBy will not sell or share the *BreezeBy* customer list with outside marketers. *BreezeBy* will only collect and retain customer information which the PORT deems necessary and essential to properly conduct and record transactions, deposits, and fees and to inform Customers of their account status and/or changes to this Agreement. Information collected by the PORT relative to an individual customer's usage will not be released except under the following circumstances:

- a. In response to a court order for specific information.
- b. At the request of authorized law enforcement officials/agencies in the conduct of criminal investigations.
- c. At the request of the individual account holder with proper identification.
- d. As reasonably necessary to collect unpaid tolls.
- e. Or as otherwise required by law.

More information on the privacy guidelines can be found at the Port of Hood River's website at <http://www/portofhoodriver.com>

9.0 Administrative Fees

An administrative fee may be applied under the following circumstances:

- a. After twenty-four (24) consecutive months of no toll activity, your account will be assessed \$10.00 administrative fee. Any remaining funds after the account has been closed will be refunded without interest.
- b. Vtoll (see section 6.0) by debit – An administrative fee of \$10.00 will be assessed when the Vtoll can be debited from your *BreezeBy* account.
- c. Vtoll (see section 6.0) by mail – When a *BreezeBy* account is not associated with the vehicle, a Vtoll bill is mailed to the registered owner of the vehicle, and the administrative fee of \$10.00 will be assessed the registered owner of the vehicle.
- d. Transponder fees to cover costs. Transponder fees may be applicable for either interior mounted or exterior mounted transponders. The PORT will provide up to three (3) transponders, at no additional charge, that meet standard vehicle requirements. Customers requesting transponders that exceed standard requirements will be assessed a \$15.00 per transponder fee (\$27.00 for an external mount transponder).

- e. Returned check fee of \$25.00.

Actual administrative fees are subject to change and current fees will be posted at the PORT office, online at <http://www.portofhoodriver.com>, and with your account statement.

10.0 Amendments

The PORT may periodically make changes or amendments to the Terms and Conditions of the Agreement. You will receive notice of any such changes via email, on your account statement, and/or at the PORT Office. Notices will also be posted on the website. Use of your transponder beginning ten (10) days after such notice is provided shall constitute your agreement to the amended Terms and Conditions of the Agreement.

11.0 Liability

The PORT shall have no obligation or liability to the Customer with respect to use or performance of the transponder. The Customer agrees to indemnify and hold the PORT, its commissioners, employees and agents, and all other operating agencies, their agents, representatives, and respective employees harmless from and against any damage, loss, cost, expense, injury, or liability relating to, arising from, or as the result of use or, the performance of the transponder or as the result of inaccurate customer account information.

12.0 Oregon Law

Oregon law shall govern this agreement and all customer activities related to this agreement. Any legal action filed to interpret or enforce this agreement shall be filed in Hood River County, Oregon Circuit Court.

13.0 Port Notice

Any notice the customer is required to give to the PORT under this agreement must be in writing. Notice will not be considered received by the PORT during non-business hours. Notice may be hand delivered to a PORT employee at the PORT Office located at 1000 E. Port Marina Drive, Hood River, Oregon; may be emailed to the Port at porthr@gorge.net; or may be faxed to the Port at 541-386-1395 and will be considered received when entered in Port records.