

Account Agreement



By using the Riverside Express Lanes or your FasTrak® Transponder, you agree to the following terms:

1. General.

By opening an account ("Account") you agree to this Agreement ("Agreement") with Riverside County Transportation Commission ("RCTC", "we," "our," or "us"), which, together with any supplements, allows the person named and his or her agents ("you" or "your") to use the 15 Express Lanes and pay tolls and other charges using a Riverside Express FasTrak® Transponder ("Transponder"). You agree:

- a. To pay tolls and other fees charged to your Account.
- b. To use your Transponder in accordance with instructions provided to you, including having your Transponder properly mounted and visible at all times while on the 15 Express Lanes.
- c. To obey all applicable laws and regulations.
- d. To promptly review your statement, received via mail or e-notification, and notify us if you have any questions regarding any charges. Charges not disputed within 30 days of statement date will be deemed accepted.
- e. To promptly notify us of any changes in your name, address, phone number, email address (if provided), vehicles and license plate numbers used, and, if applicable, credit card number and expiration date.
- f. That the California Highway Patrol (CHP) may make available to RCTC reports of incidents on the 15 Express Lanes.
- g. That you have read and agree to the Riverside Express Privacy Policy, available at RiversideExpress.com.
- h. To receive communications regarding your Account and the operations of the 15 Express Lanes.

2. Account Fees.

You agree to have the following fees deducted from your prepaid account or to otherwise pay them:

- a. \$2 monthly Account fee;
- b. \$2 for each printed account statement; and
- c. \$25 non-sufficient fund fee for checks not paid by your bank.

3. Discounts

You understand that the discounts provided for the 15 Express Lanes may not be available on other toll facilities and that it is your responsibility to determine the available discounts and method for receiving them on other toll facilities. You agree to comply with the following carpool, motorcycle, and clean air vehicle discount requirements while traveling on the 15 Express Lanes:

- a. **3+ Carpool:** To have a FasTrak Flex® Switchable Transponder mounted to your windshield according to the instruction provided and to place the switch to the 3+ setting only when your vehicle has three or more occupants. You agree that we may charge you an administrative fee and the full toll rate if we determine that you used the 3+ setting without having three or more occupants in your vehicle at the time of travel. CHP may also issue a citation for a false 3+ carpool declaration.
- b. **Motorcycle:** To register the motorcycle license plate with the Riverside Express customer service center ("Customer Service Center") and to place the headlamp sticker Transponder according to the instructions provided.
- c. **Clean Air Vehicle:** To provide Riverside Express with a current DMV clean air vehicle decal certificate at time of registration and subsequently if reissued by the DMV. To travel on the 15 Express Lanes with the sticker transponder that has been associated with the registered clean air vehicle.

4. Payments

- a. You acknowledge that it is your responsibility to maintain your Account balance at or above the required minimum balance at all times. If you fail to keep the required minimum balance of pre-paid tolls in your Account, you agree that we may deactivate your Transponder and/or suspend or close your Account and that any further use of the 15 Express Lanes or other use of your Transponder after such deactivation or Account suspension or closure will be treated as a toll evasion violation, subject to all applicable fees and fines as established by RCTC, the State of California, or any other toll facility you use.
- b. **Credit Card:** You authorize us to automatically replenish your Account by charging \$40, or the equivalent of one month's usage averaged over a three-month period (whichever is greater), to your credit card each time your Account balance falls below \$15, or one-week's usage averaged over a three-month period (whichever is greater). These recurring charges will continue until you notify us in writing that you wish to terminate this Agreement.
- c. **Cash, Check, or Money Order:** You agree to replenish your Account by making a minimum \$40, or the equivalent of one month's usage averaged over a three-month period (whichever is greater), payment each time your Account balance falls below \$15, or one-week's usage averaged over a three-month period (whichever is greater). You agree that such payment will be received by us prior to your Account balance reaching a zero balance.
- d. You acknowledge that if you do not comply with one or more of your responsibilities under this Agreement, RCTC will incur costs to secure your compliance. You agree to reimburse RCTC for all costs incurred in securing your compliance or enforcing your obligations under this Agreement, including tolls and administrative charges for such matters as notifying you of toll violations or Transponder failures. Such charges will be assessed in addition to penalties for toll violations.

5. Transponders

- a. Except as provided in subparagraph (b), you agree to purchase a sticker Transponder for each vehicle registered to your Account.
- b. To obtain a carpool discount on the 15 Express Lanes you must purchase a switchable Transponder.
- c. You agree to mount your Transponder according to the instructions provided to you and to ensure that your Transponder is in good working order. You acknowledge that sticker Transponders can only be used on one vehicle and that removing the sticker Transponder will damage it and require you to purchase a new Transponder. If you drive on the 15 Express Lanes without a properly mounted Transponder in good working order or your Transponder is not read for any other reason, we may use your license plate number to bill your Account. If the license plate number is not active on your Account at the time of travel, or if your Account is not in good standing, you may receive a toll evasion violation or a citation by the CHP. You agree that we may charge you an additional processing fee.

- d. If your Transponder fails to operate for reasons other than abuse or improper use, return it to us and we'll replace it at no charge within one year of purchase for a sticker Transponder and five years of purchase for a switchable Transponder. All other Transponder replacements or additional Transponders will result in a \$5 charge for each sticker Transponder and \$15 for each switchable Transponder.
- e. If you sell a vehicle or if your Transponder is lost or stolen, notify us immediately and you will not be liable for any unauthorized use of your Transponder that occurs after such notification.

6. Toll Violations

If you are driving a vehicle with a license plate that is not listed with an active status on your Account at the time of travel, if your Transponder is not read for any reason, or if you do not have sufficient funds in your Account to cover a toll (including an inability to charge a toll because your credit card or bank information has not been updated), you may receive a toll evasion violation with penalties up to \$100. Toll evasion violations are sent to the address on file with the DMV for a license plate and are not included on your Account statements. You are responsible for keeping the DMV informed of your address and for monitoring mail sent to that address for possible toll evasion violations.

7. Interoperability

You may use your Transponder on any other California toll facility that allows payment of tolls via FasTrak. To make such use as seamless as possible, RCTC shares, among other things, Transponder identification numbers, account numbers, and the license plate numbers of vehicles listed on valid Accounts with the other toll facility operators in California. When you use your Transponder on another toll facility, the operator of that other toll facility will send us information about your transaction so that we can include the transaction on your Account statement. The information sent to us includes, but is not limited to, your Transponder identification number; your account number; your license plate number; the toll amount and/or other charges; and the date, time, and location of the toll transaction.

If you use your Transponder on another toll facility that accepts FasTrak as a method of payment, you agree that we may charge you for any tolls, fines, and/or other charges arising from such use, and that you will be responsible to us or the other toll facility operator for such tolls and/or other charges. Tolls and other charges owed in this manner will be charged to your Account in accordance with rules, regulations, and procedures of the facility on which the transaction was recorded. You agree that we may provide the other toll facility operator with any information contained in this Agreement or any other information associated with your Account for purposes of collecting tolls, fines, and/or other charges, and that other toll facility operators may provide us with details of your usage of their facilities so that toll transactions can be included on your Account statement. If you fail to maintain your Account in good standing or to update your vehicle license plate(s) with us, you will be subject to toll evasion penalties and other charges as established by the other toll facilities you use.

8. Termination.

RCTC may terminate this Agreement at any time by giving written notice. You may terminate this Agreement at any time by providing written or verbal request to close your Account. If we request or if you elect to terminate this Agreement, we'll refund (without interest) your Account balance, less any amounts you owe us. Cash/check customer refunds will be made by check (no cash refunds) and mailed approximately thirty (30) days from receipt of termination notice. Credit card customer refunds will be processed as a credit toward the credit card on file approximately thirty (30) days from receipt of termination notice. If your Account balance isn't sufficient to pay all amounts you owe us, you will remain liable for such amounts, and may become liable for attorneys' fees, service charges, fines, and penalties in accordance with applicable law if such unpaid charges are not promptly paid. Unless requested, RCTC will not issue refunds for balances of \$2 or less.

9. Changes.

We have the right to change the terms of this Agreement and our policies, deposits, minimum Account balances, and other terms and conditions at any time. Notice of changes may be provided to you with your Transponder, by email sent to the email address you provided for your Account, or by first class mail to the address listed on your Account. We will provide such notice at least 30 days before the change goes into effect. All such changes will be effective and binding on you unless you terminate your Account prior to the effective date of the change(s). Toll schedules are subject to change without notice. By using the 15 Express Lanes, you agree to pay tolls posted on the variable message signs.

10. Release and Indemnity.

- a. You acknowledge that RCTC has not made, and RCTC expressly disclaims, any representation or warranty, express or implied, relating to the 15 Express Lanes or any Transponder (including without limitation, any implied or express warranty of merchantability or fitness for a particular purpose).
- b. Neither RCTC nor its agents shall have any obligation or liability to you with respect to your use of the 15 Express Lanes or any Transponder, or any personal injury, property loss, or property damage sustained by you or your passengers. Your sole and exclusive remedies from RCTC and its agents shall be replacement of faulty Transponders as described in Section 5(d).
- c. You further agree to indemnify, protect, and hold harmless RCTC and its agents from all liability for and from all loss, damage, or injury to persons or property whatsoever, known or unknown, arising out of or in any manner connected with your use of the 15 Express Lanes or any Transponder.

11. Governing Law.

This Agreement is governed by the laws of the State of California.

12. Severability.

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

13. Communications.

Please address all questions and notices to either:
Riverside Express P.O. Box 1515
Corona, CA 92878

Phone (855) 951-1500
Website RiversideExpress.com

Effective Date of Account Agreement: This Agreement shall be effective as of October 2020.