

RIVERLINK ACCOUNT TERMS AND CONDITIONS

RiverLink, the name of the all-electronic toll system for the Louisville-Southern Indiana Ohio River Bridges ("LSIORB") Project ("RIVERLINK FACILITIES"), is operated by the Joint Board for the LSIORB Project ("JOINT BOARD"). These terms and conditions, together with your application for a RiverLink account ("APPLICATION") and the RiverLink Business Rules found at www.riverlink.com, constitute your agreement ("AGREEMENT") as to the use of your RiverLink account ("ACCOUNT") and your use of any or all of the RIVERLINK FACILITIES. Subject to this AGREEMENT you may use RiverLink on the LSIORB Project and any partnering toll agency facilities ("PARTNER FACILITIES"). Please read these terms and conditions and keep them for your records. When you open your ACCOUNT or use any of the RIVERLINK FACILITIES, you are agreeing to the following:

I. GENERAL CONDITIONS

- Failure to comply with this AGREEMENT may result in any or all of the following: unpaid toll transactions; suspension of your ACCOUNT; ACCOUNT closure; additional fees and fines; non-renewal or suspension of your motor vehicle registration; elimination from the RIVERLINK FACILITIES, and/or submittal to a collection agency.
- The obligations or benefits of this AGREEMENT are non-assignable.
- You are responsible for maintaining and monitoring your ACCOUNT, including vehicle license plates, balance, and activity, to avoid provisions listed in paragraph a) above.
- You shall comply with all applicable traffic laws, regulations, signs, signals, and directions from law enforcement officers, Joint Board members, and employees or contractors of Joint Board member agencies.
- Any APPLICATION may be denied at any time because of outstanding unpaid tolls, fees and/or fines, suspended motor vehicle registration, violation of previous RiverLink AGREEMENTS, or the submission of false information.
- You acknowledge and understand that you and your vehicle(s) may be videotaped and/or digitally photographed while you are on property associated with RIVERLINK FACILITIES and PARTNER FACILITIES. You expressly understand that vehicles using the RIVERLINK FACILITIES are monitored for the purpose of toll collection, equipment maintenance, traffic monitoring, and detecting violations of this AGREEMENT.
- You, by opening your ACCOUNT or by using the RIVERLINK FACILITIES, authorize all costs, tolls, fees and fines incurred in connection with the use of your ACCOUNT and your use of the RIVERLINK FACILITIES and all tolls, fees and fines incurred from the use of PARTNER FACILITIES to be charged to your ACCOUNT and that you are responsible for all charges.
- You shall approach and pass through RIVERLINK FACILITIES and PARTNER FACILITIES at the posted speed limit. Failure to obey the posted speed limit may result in suspension or closure of your ACCOUNT.
- The Business Rules for RiverLink can be found at www.riverlink.com. They are part of this AGREEMENT and are incorporated herein by reference.

II. YOUR ACCOUNT

- Two types of registered pre-paid accounts are offered to users of the RIVERLINK FACILITIES. These account types apply to both customers who choose to use a transponder and those that choose to register their license plate. The two account types are personal accounts and commercial accounts. **Personal** accounts may have up to four (4) transponders and/or four (4) vehicle license plates registered on the account. **Commercial** accounts allow for an unlimited number of transponders and/or vehicles. A post-paid RiverLink transponder option is available to qualifying governmental agencies.
- You agree to keep your ACCOUNT up-to-date at all times. The following information must be kept current:
 - Name(s) on the ACCOUNT;
 - Mailing address;
 - Telephone number;
 - Communication method (mail or e-mail);
 - E-mail address (if this is the selected communications method);
 - Vehicle information (license plate number, State, make, model, and year);
 - Payment method; and
 - Credit Card: number and expiration date (if you select this as your payment method).
- You must maintain a positive ACCOUNT balance to cover applicable charges to your ACCOUNT. Tolls will be deducted from your ACCOUNT each time the transponder or a registered vehicle is used on a RIVERLINK FACILITY and each time a RiverLink E-ZPass transponder is used on a PARTNER FACILITY. Any applicable fees shall also be deducted from your ACCOUNT. (Refer to XVI. Schedule of Fees.)
- You may contest the imposition of charges or fees in writing to the RiverLink Service Center. Any such contention must be made within sixty (60) days from the date the transaction is posted to your ACCOUNT.
- No interest shall be paid on any funds held in your ACCOUNT.
- If you choose, you may receive a statement, as selected on your APPLICATION. If there is no activity on your ACCOUNT during the applicable period covered by such statement, you will not receive a statement.
- You shall be responsible for any fee associated with any request to retrieve a statement. Statements more than one (1) year old will not be available.
- Sending information via mail or email to the address on your APPLICATION or to an address of which you provide valid notice shall constitute notice to you of the tolls, fees or charges owed, changes to these terms and conditions, and any determination of any submitted dispute of tolls and fees.
- An ACCOUNT with no toll transactions for a period of twelve (12) consecutive months will be charged a five dollar (\$5.00) monthly maintenance fee until the ACCOUNT balance is depleted. This fee will be reduced to an amount equal to the remaining ACCOUNT balance if the remaining account balance is less than \$5.00. Once an ACCOUNT is closed, all transponders and registered license plates will be deactivated. RiverLink will attempt to notify you of ACCOUNT closure in writing through mail or e-mail.

III. ACCOUNT AGREEMENT MODIFICATIONS

The terms and conditions of this AGREEMENT may be changed at any time by advance notice. If you do not agree to accept the new terms and conditions, you shall close your ACCOUNT prior to the effective date of the new terms and conditions. The invalidity of any of the terms and conditions of this AGREEMENT shall not affect the enforceability of any other terms and conditions of this AGREEMENT, which shall remain in full force and effect.

IV. ABOUT YOUR TRANSPONDER(S)

- If you choose to pay for tolls charged your ACCOUNT using a transponder the terms and conditions contained in the following paragraphs shall apply.
- You agree to correctly mount, display and use the transponder in accordance with the instructions provided by RiverLink. You shall not mount the transponder in any location that could interfere with your visibility or ability to operate your vehicle. Failure to mount the transponder correctly may hinder toll collection, may result in a higher toll rate being deducted from your ACCOUNT,

and may subject you to a fee, forfeiture of the transponder, and/or ACCOUNT closure.

- A defective transponder may be replaced with a similar unit if the transponder has not been damaged, defaced, or improperly used as determined by employees or representatives of any agent or contractor of the Joint Board or any Joint Board member agencies. However, if it is determined the transponder has been damaged, defaced, or improperly used; a nonrefundable fee will be charged for a replacement transponder.
- You may use the transponder only with the vehicle(s) specifically registered on your ACCOUNT. If you have a RiverLink E-ZPass transponder you may move the transponder between vehicles registered to your ACCOUNT. If you have a RiverLink local transponder you may only use it in the vehicle to which that transponder is assigned.
- You must surrender the transponder(s) immediately upon request by employees or representatives of any agent or contractor of the Joint Board or any Joint Board member agencies or law enforcement officers and in accordance with Section VII. Unpaid Toll Transactions. When you use a RiverLink transponder or any vehicle registered on your ACCOUNT at any PARTNER FACILITIES, you authorize the debit from your account of related tolls and fees for such use.
- If you use a RiverLink transponder at PARTNER FACILITIES, you are subject to the laws and regulations governing such use.
- If your transponder is not read when using the RIVERLINK FACILITIES and PARTNER FACILITIES, toll charges will be posted to your ACCOUNT via license plate identification. If more than ten (10) consecutive tolls are posted via license plate identification within a given month, RiverLink will attempt to notify you in writing by mail or e-mail that your transponder is potentially defective and that you are required to bring it to a Service Center for inspection. If you receive ten (10) more consecutive tolls posted through license plate identification any tolls after these 20 will be charged to your ACCOUNT at the higher registered video rate.
- If your transponder is lost or stolen, you will not be liable for transponder use that occurs after you provide notice of the loss or theft of your transponder. If a replacement transponder is requested, a nonrefundable fee will be charged for the replacement.
- If you no longer wish to use a transponder issued to your ACCOUNT, you shall return the transponder for proper disposal. If you are returning your transponder and closing your ACCOUNT, refer to the Termination section of this AGREEMENT for account closure instructions.

V. EXCEPTIONS TO GOVERNMENT ACCOUNTS

- Government accounts do not require a minimum prepaid balance.
- Government accounts do not qualify for any discounts.
- Government accounts can only be used on RIVERLINK FACILITIES.
- Government accounts will not receive or have access to statements; online as they will be sent a Notice of Tolls Due, allowing 30 days for payment.
- Vehicles associated with a government account shall use a RiverLink local transponder when using the RIVERLINK FACILITIES. If they do not, the tolls will be charged the unregistered video rate.

VI. ACCOUNT PAYMENTS AND REPLENISHMENT

- To open your ACCOUNT, you must pay the minimum balance as defined in the RiverLink Business Rules.
- ACCOUNT funds are not available for use from your ACCOUNT until twenty-four (24) hours after replenishment for RIVERLINK FACILITIES and forty-eight (48) hours after replenishment for other PARTNER FACILITIES use.
- You agree to replenish your ACCOUNT when your ACCOUNT balance decreases to or falls below the minimum balance specific to the account plan you selected in your APPLICATION.
- Your toll usage will be evaluated on a quarterly basis (90 days) from your first toll transaction. If your average monthly usage is above or below your replenishment amount, your replenishment amount will be automatically adjusted to approximately one-month's level of use. RiverLink will attempt to notify you anytime your replenishment amount is adjusted.
- You may choose to replenish your ACCOUNT in one of the following ways:
 - By credit card. You may authorize an automatic charge your credit card for all charges to your ACCOUNT; or you may authorize a one-time online credit card payment via the website at www.riverlink.com, at the RiverLink Service Centers, by telephone, or by mail;
 - By bank withdrawal. You may authorize withdrawal of a one-time payment or your replenishment amount from your bank account.
 - By check or money order made payable to RiverLink. Your payment may be sent by mail or made at a RiverLink Service Center; or
 - By cash payment in U.S. dollars in person at a RiverLink Service Center. DO NOT SEND CASH BY MAIL.
- If you elect to authorize an automatic charge to your credit card or bank account for all charges to your ACCOUNT, you may have more than one replenishment transaction within a one-month period based upon your usage.

VII. DISCOUNT PLANS

A discount will be applied to tolls charged on RIVERLINK FACILITIES to transponders that have been charged for forty (40) or more toll transactions within a given calendar month ("FREQUENT USER DISCOUNT"). The FREQUENT USER DISCOUNT is only available for tolls charged to transponders used in Passenger vehicles and assigned to personal RiverLink accounts (Medium and Large vehicles do not qualify). The discount will be applied to each toll charged to the transponder in the calendar month in which the transponder was charged at least 40 transactions. The amount of the discount will be equal to 50% of the toll rate charged to Class 1 vehicles using a transponder. If the transponder is not read, the toll will not be discounted and the transaction will not be counted toward the number of transactions necessary to qualify for the FREQUENT USER DISCOUNT.

VIII. UNPAID TOLL TRANSACTIONS

- Unpaid toll transactions will occur:
 - When a transponder or registered license plate is used, and the ACCOUNT has a zero balance, or the ACCOUNT has been suspended or closed;
 - When the transponder is used after it has been reported lost or stolen; or
 - When the transponder is not read for any reason, including improper mounting to your vehicle and is used in a vehicle that is not listed on your ACCOUNT.
 - When you use a vehicle with a license plate not registered to your ACCOUNT.
- Unpaid toll transactions:
 - Shall be the responsibility of the registered owner of the vehicle;
 - Will be charged the unregistered video toll rate for the vehicle class for each unpaid toll transaction;
 - May incur fees and fines for each unpaid toll notice;
 - May result in the JOINT BOARD instructing the applicable agency to not renew or to suspend the vehicle registration for non-payment or chronic unpaid toll transactions. The registering

agency may charge the registered owner an additional fee for each suspension or non-renewal; and

- May result in the JOINT BOARD referring the registered owner to a collection agency for collection of unpaid tolls, fees and fines. A collection agency may assess a collection fee in addition to the amount referred for collection.
- Notice of unpaid toll transactions will be sent by mail to the registered owner of the vehicle on a Notice of Toll(s) Due;

IX. DISPUTES

You hereby authorize the JOINT BOARD or one of its authorized member agencies, or their authorized agent to decide in the first instance every question or dispute arising from, under, in connection with or related to this AGREEMENT, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your transponder, registered video ACCOUNT, or your use of the RIVERLINK FACILITIES.

X. TERMINATION

- You may terminate this AGREEMENT by voluntarily closing your ACCOUNT in any of the following ways:
 - Website: Access your ACCOUNT at www.riverlink.com and submit a request stating your intent to close your Account and terminate this AGREEMENT;
 - In Writing: Send a written request stating your intent to close your ACCOUNT and terminate this AGREEMENT;
 - In Person: Visit an RiverLink Service Center and request to close your ACCOUNT and terminate this AGREEMENT; or
 - By Phone: Contact the RiverLink Service Center at 1-855-RIVER-LINK and request to close your ACCOUNT and terminate this AGREEMENT.
- Additionally, you shall:
 - Pay all amounts owed on your ACCOUNT, including:
 - Pending toll transactions;
 - Unpaid tolls and fees; and
 - Other ACCOUNT related charges, as applicable.
 - Stop using your ACCOUNT as it is no longer valid for any toll activity on the RIVERLINK or PARTNER FACILITIES.
- If a financial settlement results in a positive ACCOUNT balance, a refund will be issued. If a negative ACCOUNT balance results, an invoice showing the balance due will be sent to you for payment. Refunds will be sent within thirty (30) days of ACCOUNT termination in accordance with a) and b) above. Refunds will be made to the credit card or debit card on the Account or, if the card is not available, a check will be issued to the address on the account.
- RiverLink may terminate this AGREEMENT and close your ACCOUNT at any time and for any reason, including inactivity.
- You may return RiverLink E-ZPass transponder(s) for proper disposal since it contains a lithium battery. If you do not return your transponder for proper disposal, you are responsible for consulting federal, state, and local waste regulations to determine appropriate disposal options.

XI. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of Indiana.

XII. COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by the JOINT BOARD, its member agencies and PARTNER FACILITIES for services to collect any amounts due and owing, including collection agency costs, fees imposed by agencies responsible for registering vehicles, and any other charges due under the terms of this AGREEMENT.

XIII. NON-DISCLOSURE

ACCOUNT information will not be disclosed to third parties without your consent except as required by law.

XIV. DISCLAIMER

You acknowledge that the JOINT BOARD, its member agencies, and PARTNER FACILITIES have not made, and expressly disclaim any representation or warranty, expressed or implied, relating to the transponder including, without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose, or conformity to models or samples. You agree that the JOINT BOARD, its member agencies, and PARTNER FACILITIES will have no obligation or liability whatsoever to you with respect to your use or the performance of the transponder. You agree to indemnify and hold harmless the JOINT BOARD, its member agencies, and PARTNER FACILITIES from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the facilities or related equipment (e.g. transponder).

XV. INQUIRIES AND CORRESPONDENCE

Inquiries, correspondence, payments or transponder returns can be made to the following:

- Website: www.riverlink.com (with the exception of transponder returns)
- Mail In to: RIVERLINK Customer Service Center address:
P.O. Box 16799, Austin, TX 78761
- In Person: at Customer Service Centers:
 - Kentucky: 400 East Main St, Suite 102, Louisville, KY 40202
 - Indiana: 103 Quartermaster Ct, Jeffersonville, IN 47130
- Telephone: 1-855-RIVER-LINK (with the exception of transponder returns)
- Communication mail, as described in this Agreement, constitutes valid notice.

XVI. SCHEDULE OF FEES

RiverLink E-ZPass Transponder Purchase	\$15.00
RiverLink Local Transponder Replacement	\$5.00
Returned Check	\$5.00 plus Bank Fees
Personal Account Statements (mailed/faxed)	\$2.00 flat fee
Commercial Account Statements (mailed/faxed)	\$2.00 first 4 pages, \$0.20 each added page
1 st Toll Notice (tolls only) payable 30d from invoice	\$0.00
2 nd Toll Notice (tolls + fee) payable 20d from invoice	\$5.00
Violation Notice (tolls+fees) payable 30d from invoice	\$3.00
Violations Notice (tolls + fees) payable 30d from invoice	\$60.00
Inactivity Fee (365d of no financial transactions)	\$5 per month

The above table is not a comprehensive list of the charges and fees associated with your ACCOUNT. For a complete list, please refer to the Business Rules which can be found at www.riverlink.com.

Refer to www.riverlink.com for the most up-to-date terms & conditions.

Effective: February 14, 2017