

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"), 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, including 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. The Business Rules govern the operation of the RIVERLINK FACILITIES. You, by opening your ACCOUNT or by using the RIVERLINK FACILITIES, agree that if you contend that any toll, fee, penalty, or other charge has been wrongfully made, in violation of the Business Rules or otherwise, your sole remedy is to pursue a dispute through using the dispute resolution process provided for in the Business Rules and any permitted appeal therefrom.

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 major 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. All of the following information must be kept current:
 - Name(s) on the ACCOUNT;
 - Mailing address;
 - Telephone number;
 - Communication method (mail, e-mail or SMS);
 - 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. See Section XV for the Center addresses. 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.
- 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.
- Upon requesting your account to be closed, we will send a notification through mail or e-mail of confirmation. Once an ACCOUNT is closed, all transponders and registered license plates will be deactivated.

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 to 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 may 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 legacy *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.
- 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 of any E-ZPass transponder.
- 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 FOR 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 receive a Notice of Tolls Due in the mail and will have 30 days to pay.
- 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.
- You may choose to replenish your ACCOUNT in one of the following ways:
 - By credit card. You may authorize an automatic charge to 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 Center, or by telephone;
 - By bank withdrawal. You may authorize an automatic withdrawal of funds from your checking account for all charges to your Account; or you may authorize a one-time payment of your replenishment amount from your checking account.
 - By check or money order made payable to *RiverLink* in person 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.
- Credit Card services will automatically send account updates, i.e., expiration date, to the back office for all the enrolled cards to minimize the payment rejections will be enabled.

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 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.

VIII. IMAGE 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; or
 - 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; or
 - 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 Monthly Bills.

IX. DISPUTES

Disputes shall be handled in accordance with the Business Rules. You hereby authorize the JOINT BOARD or one of its authorized member agencies, or their authorized agent to serve as the hearing officer and 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; or
 - In Person: Visit a *RiverLink* Service Center and request to close your ACCOUNT and terminate this AGREEMENT; or
 - By Phone: Contact the *RiverLink* Service Center at 1-855-RIV-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; and
 - 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 no sooner than [fifteen (15)] Business Days from the date the Tag is made inactive to allow for transaction posting time 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 because 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 436177, Louisville, KY 40253
- In Person: at Customer Service Centers:
 - Kentucky: 204 S Floyd St., Louisville, KY 40202
 - Indiana: 103 Quartermaster Ct, Jeffersonville, IN 47130
- Telephone: 1-855-RIV-LINK (with the exception of transponder returns)
- Communication mail, as described in this Agreement, constitutes valid notice.

XVI. SCHEDULE OF FEES

<i>RiverLink</i> E-ZPass Transponder Purchase	\$15.00
<i>RiverLink</i> Local Transponder Replacement	\$0.00
Returned Check	\$5.00 plus Bank Fees
Personal Account Statements (mailed)	\$2.00 flat fee
Commercial Account Statements (mailed)	\$2.00
1 st Monthly Bill (tolls only) payable 30d from invoice	\$0.00
2 nd Monthly Bill (tolls + fee) payable 30d from invoice	\$5.00
3 rd Monthly Bill (tolls + fees) payable 30d from invoice	\$25.00
4 th Monthly Bill (tolls + fees) payable 30d from invoice	\$30.00
Reprinting Monthly Statement	\$15.00

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: August 5, 2023