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 AGREEMENT, constitute your agreement ("AGREEMENT") to use RIVERLINK FACILITIES and your use of any of the RIVERLINK FACILITIES. Subject to this AGREEMENT you may open a RIVERLINK account ("ACCOUNT") or use any of the RIVERLINK FACILITIES, you are agreeing to the following:

I. GENERAL CONDITIONS
a) 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 ACCOUNT; and/or motor vehicles from accessing RIVERLINK FACILITIES, and/or submittal to a collection agency.
b) You are responsible for maintaining and monitoring your ACCOUNT, including but not limited to the use of your transponder, compliance with all toll collectionpolices, and all other uses of your ACCOUNT.
c) You are responsible for monitoring and maintaining your ACCOUNT, including vehicle license plate data, balance, and activity, to prevent provisions of this AGREEMENT as set forth in paragraph (a) above.
d) You shall comply with all applicable traffic laws, regulations, signs, and directions from the Joint Board, Motorists, and employees or contractors of Joint Board member agencies.
e) Any APPLICATION for any misrepresentation because of outstanding unpaid tolls, fees and/or fines, suspended motor vehicle registration, violation of previous RiverLink AGREEMENT, or the submission of false information.
f) 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.
g) You, by opening your ACCOUNT or by using the RIVERLINK FACILITIES, acknowledge, agree and understand that the use of your ACCOUNT and the RIVERLINK FACILITIES and all tolls, fees and fines incurred from the use of PARTNER FACILITIES will be charged to your ACCOUNT and to your responsible parties. 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.

II. YOUR ACCOUNT
a) Two types of registered pre-paid accounts are offered to users of the RIVERLINK FACILITIES. These accounts are used for registering vehicles and transponders on and off RIVERLINK FACILITIES. 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 be up to (4) (four) transponders per license plate registered on the account. Commercial accounts allow for an unlimited number of transponders and/or license plates. Personal accounts associated with paid pavilions option is available to qualifying governmental agencies.

b) You agree to keep your ACCOUNT open at all times. All of the following information must be kept current:
   • Name(s) on the ACCOUNT;
   • Mailing address;
   • Telephone number;
   • Vehicle(s)' make, model, and year;
   • Credit Card number and expiration date (if you select this as your payment method).

c) 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 license plate enters a RIVERLINK FACILITY. 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 Exhibit Schedule of Fees).

d) You may deposit the imposition of any submitted dispute of tolls and fees.

e) 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, you may return it to the RIVERLINK BUSINESS CENTER. Any such contention shall also be deducted from your ACCOUNT. (Refer to XVI. ACCOUNT PAYMENTS AND REPLENISHMENT.

f) 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.

g) 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, you may return it to the RIVERLINK BUSINESS CENTER. Any such contention shall also be deducted from your ACCOUNT. (Refer to XVI. ACCOUNT PAYMENTS AND REPLENISHMENT.

h) Your transponder or registered license plate is used, and the toll bill for the transponder will be charged to your ACCOUNT.

i) 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 bank withdrawal. You may authorize an automatic charge to your account for all charges to your Account; or you may authorize a one-time payment of your repayment amount from your checking account.

j) By check or money order made payable to RiverLink.

k) By cash or check. If you are unable to make a payment, contact the RIVERLINK BUSINESS CENTER at 1-855-RIV-LINK and www.riverlink.com.

l) Your ACCOUNT shall be closed if any of the following:
   • Credit Card number and expiration date if you select this as your payment method.

m) You shall 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 license plate enters a RIVERLINK FACILITY. 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 Exhibit Schedule of Fees).

n) You may deposit the imposition of any submitted dispute of tolls and fees.

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

IV. ABOUT YOUR TRANSPONDERS
a) If you choose to pay for tolls charged to your ACCOUNT using a transponder and the terms and conditions contained in the following paragraphs shall apply.

b) You agree to correctly mount, display, and use the transponder in accordance with the instructions provided by RiverLink. You must 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) A transponder may be replaced with a similar unit if the transponder has not been damaged, defaced, or improperly used by an employee or a representative of any agent or contractor of the RiverLink. The transponder shall not be replaced if the RiverLink determined the transponder has been damaged, defaced, or improperly used by an employee or a representative of any agent or contractor of the RiverLink. If you replace the transponder with a similar unit, you shall be responsible for any determination made by the RiverLink.

b) You may use the transponder only with the vehicle(s) specifically registered on your ACCOUNT. The use of your transponder may move the transponder between vehicles registered to your ACCOUNT. If you have a RiverLink local transponder you may only use the vehicle in which it was registered.

c) You shall not transfer your transponder or registered vehicle to any vehicle(s) other than your ACCOUNT. If you do not keep your ACCOUNT and the transponder for any legal dispute, any determination made by the RiverLink, or if the card is not issued to you for use in another account, a check will be issued to the address on the account.

d) RiverLink may terminate this AGREEMENT and close your ACCOUNT at any time and for any reason, including inactivity.

e) You may return RiverLink E-ZPass transponder(s) for proper disposal by calling RiverLink at 1-855-RIV-LINK and providing your transponder number(s). This option requires that you return your transponder in every proper disposition, you are responsible for consulting federal, state, and local waste regulations for the appropriate disposal options.

F. GOVERNMENT ACCOUNTS
Government accounts do not qualify for any discounts.

G. ACCOUNT TERMINATION
In the calendar month in which the transponder was charged at least 40 (

H. ADDITIONAL ACCOUNTS
• Amounts owed on your ACCOUNT, including pending tolls, transactions; and
• Unpaid tolls and fees; and
• Other ACCOUNT related charges, as applicable.

I. DISPROPORTIONATE OPTIONS
Subject to this AGREEMENT, you may open additional accounts, each with its own transponder or registered license plate.

J. TOLL ACCOUNTS
Tolls will be charged to your ACCOUNT and that you are responsible for all charges. Government accounts do not qualify for any discounts.
 The above table is not a comprehensive list of the charges and fees associated with your ACCOUNT.

K. CALLS AND INQUIRIES
Tel: 1-855-RIV-LINK (1-855-748-5465) Government accounts do not qualify for any discounts.
 The above table is not a comprehensive list of the charges and fees associated with your ACCOUNT.

L. TOLL ACCOUNTS
Tolls will be charged to your ACCOUNT and that you are responsible for all charges. Government accounts do not qualify for any discounts.
 The above table is not a comprehensive list of the charges and fees associated with your ACCOUNT.

M. ACCOUNTS AND TERMINATOR
Tolls will be charged to your ACCOUNT and that you are responsible for all charges. Government accounts do not qualify for any discounts.
 The above table is not a comprehensive list of the charges and fees associated with your ACCOUNT.

N. TOLL ACCOUNTS
Tolls will be charged to your ACCOUNT and that you are responsible for all charges. Government accounts do not qualify for any discounts.
 The above table is not a comprehensive list of the charges and fees associated with your ACCOUNT.

O. ACCOUNTS AND TERMINATOR
Tolls will be charged to your ACCOUNT and that you are responsible for all charges. Government accounts do not qualify for any discounts.
 The above table is not a comprehensive list of the charges and fees associated with your ACCOUNT.