

MACKINAC BRIDGE AUTHORITY

N415 I-75 ST. IGNACE, MICHIGAN 49781 906-643-7600 FAX: 906-643-7668

MACPASS COMMERCIAL ACCOUNT AGREEMENT

These terms and conditions, along with your account information, supporting documentation, and subsequent amendments, constitute this MacPass Commercial Account Agreement, made and entered into by and between you and the Mackinac Bridge Authority, a component unit of the State of Michigan. Pursuant to the terms of this agreement, the Mackinac Bridge Authority, hereafter termed MBA, agrees to provide you, the account holder, with a card or cards to allow for the electronic payment of tolls from your prepaid account, hereafter termed "account", in consideration for the use of the Mackinac Bridge, hereafter termed "bridge". This agreement will become binding upon both parties when an account is opened or a deposit is made to your existing account by you, or on your behalf

ACCOUNT INFORMATION – Accounts are created at the MBA's Customer Service Center in the Administration Building located east of the toll booths, or online by visiting the Mackinac Bridge Authority website, www.mackinacbridge.org, hereafter termed "MBA website". You agree that all information provided to the MBA is correct and may be verified and investigated by the MBA. The MBA may periodically require subsequent verification of accountholder information. The MBA will assign an account identification number unique to your account. The MBA may deny opening an account or close an existing account if a debt is owed the MBA, including, but not limited to, unpaid Promissory Notes (toll IOU's), and returned checks.

CARDS - The MBA will issue the number of cards requested when creating an account. Each card will have your account identification number and be assigned an individual card number. MacPass commercial cards are assigned to only one account and are not transferable. Custody, care, and security of individual cards are your responsibility and not the responsibility of the MBA. Upon your request, the MBA will inactivate any or all of the cards assigned to your account. From time to time, the MBA may update cards by issuing new cards or by some other means. You are responsible for ensuring that all of your cards are updated by the MBA. The MBA reserves the right to refuse to honor any card not updated.

CARD FEES - You will be charged a card production fee, currently in the amount of ten dollars (\$10.00), for your initial account card. Additional, damaged or lost cards will be assessed the current three dollar (\$3.00) fee. Cards that are found defective from normal use will be replaced by the MBA free of charge.

LOST OR STOLEN CARDS - You are responsible for all uses of the MacPass debit cards issued for your account. You may deactivate any lost or stolen cards online at the MBA website. You are responsible for the authorized and unauthorized use of cards prior to deactivation. The MBA may re-activate these cards upon your written request. The MBA does not charge a fee for the deactivation and reactivation of cards.

ACCOUNT BALANCES – The accountholder is responsible to ensure that adequate funds remain on deposit in your account. At no time, will you allow your account balance to fall below fifty (\$50.00) dollars. Should this happen, your account will become "flat" and your debit cards will become inactive, prohibiting any further charges to your account until a deposit is made in your account.

DEPOSITS – The initial minimum deposit upon account creation is currently two hundred dollars (\$200.00). Deposits to your account may be made at the MBA's Customer Service Center in United States funds by cash, check or credit/debit card or at the MBA website by credit/debit card or ACH. Checks are not accepted in the toll booths. MasterCard, Visa, and Discover cards are accepted. Checks may also be mailed to the MBA for deposit to your existing account. **If depositing by check, you agree to write your MacPass commercial account number on your check.** Checks are to be made payable to **Mackinac Bridge Authority**. Customer receipts for funds deposited will be issued upon request. If the MBA receives a check issued by you or deposited into your MacPass commercial account on your behalf and returned from the MBA's depository bank for any reason, you will be charged an administrative fee, currently twenty-five dollars (\$25.00). Your MacPass commercial account will be closed until the MBA receives full payment for the amount of the returned check and administrative fee.

MACPASS COMMERCIAL CARD USE - You agree to abide by the rules, policies and procedures established by the MBA for MacPass toll card use. There are two ways to use MacPass toll cards. (1) The driver of the vehicle must come to a complete stop at the toll booth and give the MacPass commercial card to the toll collector. Toll receipts will be issued at the time of transaction upon request. (2) The driver of the vehicle stops at an un-staffed toll booth, available to MacPass commercial account users, and holds the card within a few inches from the card reader until the lane exit gate opens. Receipts are not available in un-staffed booths. The MBA is not required to verify that the patron presenting your MacPass commercial card has your authorization to use the card. You agree that the collector may retain your card if it has been reported as being lost or stolen.

ACCOUNT ADJUSTMENTS - You agree that the MBA may make adjustments to your MacPass commercial account based upon deposit or use discrepancies determined by the MBA during the toll revenue audit of daily transactions, or by charges and discrepancies determined by the account manager.

ACCOUNT STATEMENTS – Account statements are available by accessing your account via the MBA website. You agree to submit to the Debit Account Manager in writing, at N415 Interstate 75, St. Ignace, Michigan 49781, any dispute of the information reported in your account within sixty (60) days of the transaction date in dispute. You agree to allow the MBA's Chief Financial Officer to settle all disputes. Account information requests are to be directed to the MBA Debit Account Manager by calling 906-643-7600.

ACCOUNT CLOSURE - The MBA will close your MacPass commercial account upon your request. You may close your account at any time by notifying the MBA in writing via fax, mail, or email or via the MBA website. Upon account closure, your MacPass commercial cards will be invalidated. Any balance of \$5.00 or greater will be refunded to you. All balances less than \$5.00

will not be refunded but forfeited to the MBA.

APPLICABLE LAWS - This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. You agree to obey all applicable state laws and state and MBA traffic rules and regulations and applicable FCC regulations.

SYSTEM WARRANTY - Except as otherwise provided herein, you agree and acknowledge that the MBA has no obligation or liability to you with respect to your use, or the performance of, the MacPass toll account system. The MBA expressly disclaims any representation or warranty, expressed or implied, including without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity with models, samples or industry standards.

VENUE - You agree to waive any and all privileges and rights relating to venue in regards to any legal action related to this agreement instituted by either party hereto. Venue shall be chosen by the MBA.

INDEMNITY - You agree to indemnify, defend, and hold harmless the MBA, its agents, officers, employees, the Michigan Department of Transportation and the State of Michigan from against any and all claim, charge, damage, loss, cost, expense, or liability relating to, arising from, or as a result of your use or the performance of the MacPass debit account system. You further agree to waive all claims against the MBA, MDOT, the State of Michigan, and all employees and agents thereof, for damages related to the unauthorized use of your account. You agree to pay any costs, including reasonable attorney fees, incurred by the MBA to enforce the terms of this agreement.

SEVERABILITY - You agree that if any part, term, or provision of the agreement is held by the courts to be illegal or in conflict with any law of the State of Michigan, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held invalid.

WHOLE AGREEMENT - You agree that this agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. You agree that the MBA reserves the right to change the terms of this agreement at any time without written notice to you.

ASSIGNMENT - You agree not to assign or transfer the obligations or the benefits of this agreement without the express written consent of the MBA.

NOTICE OF CHANGE – Notice of changes to this agreement, including full fare amounts, discount amounts, discount time frames, minimum deposit amounts, and expiration dates, will be released to the press through the Michigan Department of Transportation’s Office of Communications. The account holder will not receive a written notice of change.

Updated on June 3, 2015