

ZIPCASH[®] AGREEMENT
(Effective July 1, 2023)

1. GENERAL

a. PLEASE CAREFULLY READ THIS ZIPCASH AGREEMENT (“AGREEMENT”) WITH NORTH TEXAS TOLLWAY AUTHORITY (“NTTA”).

b. If you are the registered owner of a vehicle (“Your Vehicle”) that (i) passes a toll-assessment location (a “Tolling Point”) on NTTA toll facilities (“NTTA Toll Facilities”) or any non-NTTA toll facility for which NTTA provides tolling services (“non-NTTA Toll Facilities”) and (ii) Your Vehicle does not have a properly-installed and functioning TollTag[®] with a sufficient balance in the associated TollTag Account (if any). If you or another person uses Your Vehicle to generate a ZipCash Transaction, you accept and agree to be bound by this Agreement.

c. NTTA may amend this Agreement, the Toll Rate Schedule, and charges associated with the use of NTTA Toll Facilities as permitted by law. Amendments will be posted on NTTA’s website. You must keep yourself apprised of any amendments because if Your Vehicle continues to generate ZipCash Transactions after an amendment, you accept and agree to be bound by the amendment.

d. NTTA collects, uses, and disseminates information according to [NTTA’s Privacy Policy](#), which is available on NTTA’s website. By accepting this Agreement, you acknowledge and accept the Privacy Policy.

2. TOLLS, FEES, AND CHARGES, AND LEGAL CONSEQUENCES

a. Tolls on NTTA Toll Facilities are assessed according to NTTA’s Toll Rate Schedule in effect at the time the toll is incurred. The [Toll Rate Schedule](#) is available on NTTA’s website or at any NTTA Customer Service Center (“CSC”). Toll rates for ZipCash Transactions are higher than TollTag rates, so NTTA welcomes and encourages all customers to become TollTag customers.

b. Except as provided in Section 4 below, you are responsible for all tolls incurred by Your Vehicle, even if someone other than you was driving Your Vehicle at the time the toll was incurred.

c. The failure to timely pay any toll, late fee, or charge may result in legal consequences, such as a block on Your Vehicle’s registration, an order prohibiting your further use of NTTA Toll Facilities and certain non-NTTA Toll Facilities, impoundment of Your Vehicle, and your payment of NTTA’s reasonable attorneys’ fees incurred to enforce this Agreement or collect amounts due.

3. ZIPCASH INVOICES

a. NTTA will send you an invoice for Your Vehicle’s ZipCash Transactions. You must pay for your ZipCash Transactions by one of the following methods:

(i) by a charge to your credit/debit card, which you may authorize on [NTTA's website](#), by telephone at (972) 818-NTTA (6882), or in person at any [CSC](#) or other authorized payment center;

(ii) by mailing a check or money order to NTTA at P.O. Box 660244, Dallas, TX 75266-0244 (note: check/money order must clearly identify your invoice number, Your Vehicle's license plate number, and ZipCash account ID and must be accompanied by the payment coupon from the ZipCash invoice);

(iii) by delivering a check, money order, or cash to any [CSC](#) or other authorized payment center; or

(iv) through any other payment method established by NTTA.

b. You may be charged a fee for any returned check.

4. STOLEN, SOLD, OR LEASED VEHICLE

a. If Your Vehicle is sold, stolen, or leased, you agree to immediately notify any [CSC](#) in person or by calling (972) 818-NTTA (6882) or (817) 731-NTTA (6882). Except as provided in Section 4(b), until you provide NTTA with notice and adequate documentation of such event, you will be liable for all tolls, late fees, and/or charges that are incurred by Your Vehicle.

b. Notwithstanding anything to the contrary in this Agreement, if Your Vehicle passes through a Tolling Point when it was either (i) stolen and you have reported the theft to the appropriate law enforcement authority within the time required under Section 366.178(h) of the Texas Transportation Code or (ii) leased to a third party and you have provided NTTA the information required under Section 366.178(i) of the Texas Transportation Code within the time required under that section, then you will not be liable for any toll assessed for such transaction(s). However, in accordance with Section 372.113 of the Code, a lessor's vehicle will remain subject to toll enforcement remedies (including impoundment under Section 372.112 of the Code).

5. INQUIRIES

It is your obligation to timely review all tolls, late fees, and charges that appear on your ZipCash invoices. If you have any questions about this Agreement or any ZipCash Transaction, or wish to view your uninvoiced ZipCash Transactions, please contact any [CSC](#). If you wish to dispute any ZipCash Transaction or believe you have any claim for damages against NTTA, it must be submitted in writing on [NTTA's website](#) or by mail to NTTA Customer Service Center, P.O. Box 260928, Plano, TX 75026-0928 within 120 days from the date the toll, late fee, or charge was invoiced to you or your alleged damage was incurred. You agree that any tolls, late fees, and charges that are not disputed within the 120-day period are conclusively valid.

6. USING YOUR VEHICLE AT NON-NTTA TOLL FACILITIES

a. NTTA has entered into agreements with the operators of certain non-NTTA Toll Facilities (e.g., managed lanes, express lanes, and TEXpress lanes) to provide services such as invoicing, toll collection and enforcement, and customer service (collectively "[Tolling Services](#)").

b. If Your Vehicle is used at any non-NTTA Toll Facility, you agree (i) to pay all applicable tolls, late fees, and charges established by the Facility's operator for the use of the Facility; (ii) that the applicable tolls, late fees, and charges may be included in a ZipCash invoice; (iii) to be subject to the rules and regulations of that Facility, in addition to the terms and conditions of this Agreement; and (iv) that NTTA and the Facility may share information about you, Your Vehicle, and your ZipCash Transactions for the purposes of invoicing, collecting, and enforcing the proper tolls, late fees, and charges and for law enforcement purposes upon request by a law enforcement agency.

c. You acknowledge and agree that, with respect to all non-NTTA Toll Facilities, NTTA is merely a third party, and that the operator of such Facility, and not NTTA, is responsible for the operation and maintenance of the Facility. You agree that your use of a non-NTTA Toll Facility is additionally subject to all laws, rules, and charges applicable to that Facility and the terms of any agreements between NTTA and the operator of the Facility. You should first contact the [CSC](#) for assistance if you have any questions or disputes concerning any tolls, late fees, or charges for use of a non-NTTA Toll Facility. If the CSC is unable to help, you may be directed to the operator of the Facility. You hereby release NTTA from all liability for or related to non-NTTA Toll Facilities.

7. LIMITATIONS OF LIABILITY; WARRANTY DISCLAIMER

a. YOU UNDERSTAND THAT NTTA IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND YOU AGREE TO HOLD NTTA HARMLESS FROM AND AGAINST ALL DAMAGE, LOSS, COST, EXPENSE, OR LIABILITY RELATING TO, ARISING FROM, OR BECAUSE OF THE USE OF NTTA TOLL FACILITIES, THIS AGREEMENT OR THE COMMERCIAL OR ECONOMIC RELATIONSHIP BETWEEN NTTA AND YOU. THIS PROVISION APPLIES EVEN IF SUCH DAMAGE, LOSS, COST, EXPENSE, OR LIABILITY IS ATTRIBUTABLE TO THE NEGLIGENCE OR OTHER FAULT OF NTTA.

b. NTTA HAS NOT MADE, AND IT EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO NTTA TOLL FACILITIES, ZIPCASH INVOICES, AND ZIPCASH TRANSACTIONS.

8. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

a. THIS AGREEMENT INCLUDES A WAIVER OF CLASS ACTION. PLEASE READ CAREFULLY.

b. Subject to Section 8(e), as a condition to bringing any suit, proceeding, claim, counterclaim, or crossclaim arising out of or relating to the use of NTTA Toll Facilities and non-NTTA Toll Facilities, this Agreement, or the commercial or economic relationship between you and NTTA (a "Dispute"), you must first (i) comply with the requirements of Section 5, and (ii) use good faith efforts to resolve the Dispute with NTTA before pursuing a resolution through the method permitted by Section 8(c) below.

c. Subject to Section 8(e), any Dispute that you and NTTA are unable to resolve in accordance with the dispute resolution process set forth in Section 8(b) shall be governed and

construed in accordance with the laws of the State of Texas and without giving effect to conflicts of laws principles. You and NTTA each acknowledge that the exclusive venue for any such Dispute is any court sitting in Collin County, Texas, and you and NTTA waive the right to sue or be sued elsewhere. IN THE EVENT THAT ANY DISPUTE BETWEEN YOU AND NTTA IS FILED OR PRESENTED IN COURT, AND REGARDLESS OF WHETHER NTTA EXERCISES ITS RIGHTS AND REMEDIES UNDER THE STATUTES SET FORTH IN SECTION 8(d) BELOW, YOU AND NTTA EACH AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN, BE A MEMBER OF, AND TO SERVE AS A REPRESENTATIVE FOR A CLASS ACTION IN CONNECTION WITH ANY CLAIM(S) YOU AND NTTA MAY HAVE OR ASSERT AGAINST ONE ANOTHER. NO CLASS ACTION OR OTHER CLASS PROCEEDING SHALL BE CONDUCTED EITHER IN A COURT OR IN ANY OTHER FORUM OR PROCEEDING. NEITHER YOU NOR NTTA MAY ACT AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND NTTA ALSO AGREE TO WAIVE THE RIGHT TO HAVE ANY CLAIM CONSOLIDATED WITH, JOINED WITH, OR COMBINED WITH ANY CLAIMS OF ANY OTHER PARTY OR PARTIES.

d. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NTTA MAY AVAIL ITSELF OF ALL APPLICABLE RIGHTS AND REMEDIES PROVIDED BY SECTION 366.178 AND CHAPTER 372 OF THE TEXAS TRANSPORTATION CODE AND ANY STATUTES REFERENCED THEREIN OR CONFERRING SPECIFIC RIGHTS AND REMEDIES FOR TEXAS TOLL AUTHORITIES AND, IN SUCH INSTANCES, YOU WILL HAVE ALL OF THE RIGHTS PROVIDED THEREUNDER.

e. You and NTTA acknowledge and agree that nothing in this Agreement shall bind the operator of any non-NTTA Toll Facility to the dispute resolution process set forth in this Section.

9. GENERAL PROVISIONS

a. This Agreement binds and benefits you and NTTA and its successors and assigns. You may not assign your rights or obligations under this Agreement.

b. If you do not accept any terms of this Agreement (or any of NTTA's amendments to this Agreement), you must cease using all NTTA Toll Facilities and non-NTTA Toll Facilities. Failure to comply with this Agreement may result in legal consequences.

c. The provisions of this Agreement are severable; if any provision or part of this Agreement is ever determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be affected.