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DISCOUNTED TOLL ACCOUNT AGREEMENT

These terms and conditions, along with your account information, supporting documentation, and subsequent amendments, constitute this *Discounted Toll Account Agreement*, made and entered into by and between you and the International Bridge Administration, a component unit of the State of Michigan. Pursuant to the terms of this agreement, the International Bridge Administration, hereafter termed “IBA”, agrees to provide you, the account holder, with a card or cards to allow for the electronic payment of discounted tolls from your prepaid account in consideration for the use of the International 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. The amount and percentage of discount afforded accountholders is set by the IBA and may change at any time upon board action. The discount is a percentage of the regular toll for two axle passenger vehicles not towing a trailer.

MINIMUM USE REQUIREMENTS – Account usage will determine applicable discount program rate. Discounts may be assessed or changed without notice. Account holders must use their account for the account to remain open. If the usage requirements have not been met, and the account is dormant after five years of inactivity, the account will be closed and any remaining balance of funds will be forfeited by the account holder to the IBA.

ACCOUNT INFORMATION - You agree to present your valid State or Provincial identification to IBA personnel for identification purposes. You agree that all information provided to the IBA is correct and may be verified and investigated by the IBA. The IBA may periodically require subsequent verification of accountholder information requiring you, the accountholder, to personally present valid government issued identification. You agree to inform the IBA in writing of any change to the account information previously provided by you or on your behalf. The IBA will assign an account identification number unique to your account. The IBA may deny opening an account or close an existing account if a debt is owed the IBA, including, but not limited to, IOU’s outstanding and returned checks. The currency of the account, USD or CDN, must be selected upon account creation. All transactions will occur in the selected account currency.

CARDS – The IBA will issue only one card when establishing an account. Additional cards may be issued upon your request and additional cards can be picked up at the IBA Administration Offices. Each card will use your account identification number and be assigned an individual card number. Discounted toll cards are assigned to only one account. Accounts are transferable only upon written approval of the Account Holder. Custody, care, and security of individual cards are your responsibility and not the responsibility of the IBA. Upon your request, the IBA will inval-

idate any or all of the cards assigned to your account. From time to time, the IBA may update cards by issuing new cards or by some other means without written notice. You are responsible for ensuring that all of your cards are updated by the IBA. The IBA reserves the right to refuse to honour any card not updated.

CARD FEES – Your IBA discounted toll account will be charged a one-time card production fee of five dollar (\$5.00 USD) for each card issued. Cards that are found defective, excluding normal wear and tear, will be replaced by the IBA free of charge. Damaged or lost cards will be assessed a five dollar (\$5.00 USD) replacement fee. This Card Fee may change without notice. Card fees in Canadian funds will be assessed at the current equivalent amount in effect at the time of transaction.

LOST OR STOLEN CARDS – You are responsible for all uses of the discounted toll cards issued for your account. Lost or stolen cards must be reported immediately to the IBA. As soon as possible, the IBA will invalidate all cards reported as lost or stolen and will attempt to refuse to honor lost or stolen cards. You are responsible for the authorized and unauthorized use of cards prior to recovery. The IBA will re-validate these cards upon your written request. The IBA does not charge a fee for the invalidation and re-validation of cards.

ACCOUNT BALANCES – It is your responsibility to ensure that adequate funds remain on deposit in your account. Account balances will be provided to the customer upon request, or available online through the self-serve online Customer Kiosk at <https://tolls.saultbridge.com>.

DEPOSITS – The minimum deposit amount is twenty dollars (\$20.00) per deposit. Deposits to your account may be made through the self-serve online Customer Kiosk with an approved credit payment method. Deposits to your account may be made by cash or check at any staffed IBA Toll Booth or the IBA Administration Office in the established currency of the account in United States or Canadian funds. If depositing by check, you agree to write your discounted toll account number on your check. Checks are to be made payable to “International Bridge Administration”. Customer receipts for funds deposited will be issued upon deposit. If the IBA receives a check issued by you or deposited into your discounted toll account on your behalf and returned from the IBA’s depository bank for any reason, you will be charged a twenty-five dollar (\$25.00) administrative fee, deducted from your discounted toll account. Your discounted toll account will be closed until the IBA receives full payment for the amount of the returned checks and administrative fee. This administrative fee may change without notice.

INTERNATIONAL BRIDGE ADMINISTRATION

ACCOUNT #

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DISCOUNTED TOLL ACCOUNT AGREEMENT CONTINUED

DISCOUNTED TOLL CARD USE – You agree that you will abide by the rules, policies and procedures established by the IBA for discounted toll card use. There are two ways to use discounted toll cards. (1) The driver of the vehicle must come to a complete stop at the toll booth and give the discounted toll card to the toll collector. The collector will classify the vehicle as a discounted toll and draw the toll from your account. 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 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. In both cases, the discounted toll classification will be displayed on the patron display along with your account balance. The IBA is not required to verify that the patron presenting your IBA discounted toll card has your authorization to use the card. However, at the IBA’s discretion, the toll collector may require the patron presenting your card show their driver license to verify that the person presenting your card is you or a person authorized by you to use your card. You agree that the collector may retain your card if it has been reported as being lost or stolen, or if the collector determines that the card is being used in violation of these rules.

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

ACCOUNT CLOSURE – The IBA will close your IBA discounted toll account upon your request. You agree that the IBA may close your account if you have no transactions with your discounted toll account within five years of an opened account. You may close your account at any time by notifying the IBA in writing via fax, mail, or email. Upon account closure, your discounted toll cards will be invalidated. Hardship requests for return of an account balance may be made to the IBA audit committee for consideration. Any balance remaining will be refunded in the currency of the account.

EXPIRATION – The IBA may establish expiration dates for commuter cards. Expiration dates may change at the IBA’s sole discretion without written notice to the accountholder. The current expiration date for all new and existing commuter cards is December 31, 2023.

APPLICABLE LAWS – This agreement shall be governed by and construed in accordance with the laws of the State of Michi-

gan. You agree to obey all applicable state laws and state and IBA traffic rules and regulations and applicable FCC regulations.

SYSTEM WARRANTY – Except as otherwise provided herein, you agree and acknowledge that the IBA has no obligation or liability to you with respect to your use, or the performance of, the IBA discounted toll account system. The IBA 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 in the Michigan Court of Claims.

INDEMNITY – You agree to indemnify, defend, and hold harmless the IBA, its agents, officers, employees, Sault Ste. Marie Bridge Authority, Michigan Department of Transportation, Federal Bridge Corporation Limited, and the State of Michigan against any and/or all claims, charges, damages, losses, costs, expenses or liabilities relating to, arising from, or as a result of your use or the performance of the IBA discounted toll account system. You agree to pay any costs, including reasonable attorney fees, incurred by the IBA 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 IBA 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 IBA.

Name/Signature:

Approved By:

Date