

FasTrak® License Agreement

Please read this license agreement carefully. By submitting this application, you agree to the following terms:

CUSTOMER AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions, together with your application, constitute your account agreement. This account agreement ("Agreement") with the Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency (TCA) allows you to use a FasTrak transponder and registered license plate to enter or exit toll lanes of the 73, 133, 241 and 261 Toll Roads ("The Toll Roads"). If you are applying for a new account, this Agreement accompanies and is part of your account application. Your submittal of an application constitutes your acknowledgment and consent to this Agreement. If you have an existing account, your continued use of The Toll Roads constitutes your acknowledgment and consent to the terms in this Agreement.

You agree to pay tolls charged to your account and obey all applicable laws and regulations.

You agree to promptly review your statement/invoice and notify the TCA Customer Service Center if you have questions regarding any charges. Charges not contested by notifying the TCA Customer Service Center within 30 days of the statement/invoice date will be deemed valid and you will be deemed to have waived any right to contest the charges on any basis.

You agree to report changes to your name, mailing and email addresses, telephone numbers, registered vehicle license plate(s) and, if applicable, credit card number and expiration date or electronic check information within seven days of any such change.

You agree to allow the California Highway Patrol to make reports of incidents on the 73, 133, 241 and 261 Toll Roads available to TCA.

MINIMUM ACCOUNT BALANCES, TOLLS AND FEES* [ALL ACCOUNT TYPES]

- You agree to maintain your account balance and/or a valid method of payment, in order to pay tolls and fees associated with usage of your account. As used in this Agreement, the term "your usage" includes usage of a transponder or vehicle associated with your account by you or any other person.
- If you selected the credit card or electronic check payment option, you authorize TCA to process toll payments individually, or in batches; or to replenish your prepaid account by charging the minimum replenishment amount of \$30 or the average of your monthly toll usage, whichever is greater, each time your account falls below the minimum balance. The minimum balance for a prepaid account is equal to \$10 or one third of your average monthly toll usage, whichever is greater.
- You agree that your account may be suspended in the event that your chosen payment method is rejected by the issuer or your bank on more than one occasion for any reason.
- If you selected the cash, check or money order option, you agree to make a cash, check or money order payment of \$45, or the average of your monthly toll usage, whichever is greater, each time your account falls below the minimum balance. The minimum balance is equal to one third of your average monthly toll usage or \$15, whichever is greater.
- We may determine your average monthly toll usage based on your actual toll usage over a representative period of time, from time to time, as defined at the sole discretion of TCA.
- You agree that TCA may charge you a fee for providing an invoice-based account or billing statement.
- You agree that TCA may charge you a fee for checks returned by your bank or financial institution or for declined credit card transactions.
- You agree that TCA may charge you a fee for account suspension.
- You agree and understand that toll rates and fees are subject to change without notice.
- Failure to maintain the required balance or properly maintain your account information will result in your account being suspended and transactions being processed as violations that are subject to penalties as provided by law, including but not limited to, applicable TCA Ordinances.

TRANSPONDERS

- You agree to adhere or mount and use the transponder in accordance with instructions provided to you in your transponder package.
- You agree to be held responsible to TCA for any charges which may arise from using the transponder(s). See "Interoperability" section.
- TCA agrees to provide you one sticker transponder for each vehicle registered to your account at no charge, as long as that vehicle is registered to the account for a period no less than 90 days.
- You agree that you may lose eligibility for any discounts to TCA's standard toll rates offered to FasTrak accountholders if you generate an excessive volume of image-based transactions, as determined at TCA's sole discretion.
- You agree that TCA may charge your account \$20 for each switchable transponder you request from TCA.
- If a switchable transponder fails to operate for reasons other than abuse or improper use and is returned to the TCA Customer Service Center, within 12 months of the purchase date, we will provide a replacement transponder designed to operate on The Toll Roads at no extra charge.
- If a transponder is lost or stolen, you are required to immediately report it via TheTollRoads.com or by telephone at 949-727-4800. You will not be liable for any unauthorized use of the transponder(s) after you notify us that the transponder(s) has been lost or stolen, unless it is determined in TCA's sole discretion that the transponder(s) was not lost or stolen. If a transponder has been lost or stolen, you will be charged for each replacement switchable transponder you request.

INTEROPERABILITY

- Your account may be used at cooperating California toll facilities and other North American interoperable toll and parking facilities cooperating with TCA to electronically pay for tolls and/or parking services. Your usage of other interoperable toll facilities is subject to the terms and conditions established by that interoperable toll facility, including any restrictions on payment methods accepted.
- Subject to the terms and conditions established by the interoperable toll facility, your transponder

and/or license plate registered on your FasTrak account may be used to pay for tolls on any toll facility or other location cooperating with TCA. It is not necessary to obtain a separate transponder or account with the toll agency that operates the other facility/location. If you drive in a registered vehicle or a vehicle with your transponder, your license plate or transponder may be read by the electronic processing equipment and if so, a record of your transaction will be created. Such transactions will be charged in accordance with the rules, regulations and procedures of that toll facility or other location.

- If your registered vehicle or transponder is used on another interoperable toll facility or other location, you agree that TCA and/or the operator of the interoperable toll facility may bill you for any charges arising from such use, and that you will be responsible to TCA and/or the other operator for all such charges.
- You agree and hereby consent to TCA exchanging with the operator of an interoperable toll or parking facility whatever information TCA deems necessary for purposes of processing and collecting tolls, fees and/or violations. You also agree and hereby consent to the operator of the interoperable toll or parking facility sharing with TCA whatever information the operator of the interoperable facility deems necessary for purposes of processing and collecting tolls, fees and/or violations. This information may include, but is not limited to, transponder number, vehicle license plate number and state, date and time of transaction, toll facility, toll point location, lane, direction, occupancy, vehicle type, number of axles, and toll amount.
- You agree to follow policies and regulations of all interoperable toll or other facilities that you use.

RELEASE AND INDEMNITY (Transponder Usage)

You hereby release TCA from all loss, damage or injury whatsoever, known or unknown, arising out of or in any manner connected with the use, application or performance of a transponder issued to you by TCA. Neither TCA nor its agents will have any obligation or liability with respect to your use or the performance of the transponder. Your sole and exclusive remedy from TCA and its agents will be replacement of any defective transponder(s). You agree to indemnify, protect and hold harmless TCA and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the use, application, or performance of a transponder.

TERMINATION

TCA may terminate this Agreement at any time. Following termination and notification by TCA, you will remain responsible for payment of amounts you owe under this Agreement. If your toll account balance is insufficient to cover charges payable by you, you will remain liable for all such amounts. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines or penalties, in accordance with applicable law.

If TCA requests, or if you wish to terminate this Agreement, your toll account balance less any amounts owed to TCA will be refunded to you within 21 days unless otherwise notified.

CHANGES

TCA reserves the right to change the terms of this Agreement and our policies, fees and minimum toll account balances at any time by providing written or electronic notice to you. You agree to all changes upon further use of The Toll Roads.

FAILURE TO COMPLY

Failure to comply with any portion of this Agreement may result in your toll transactions being processed as violations under California Vehicle Code §§ 40250-40273 and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties as provided by law. Streets & Highways Code § 31490 places limitations on how a transportation agency can use certain personally identifiable information. Notwithstanding § 31490, you agree that TCA may transmit any information it deems necessary to any entity or individual so long as it is for the purpose of interoperability, or the collection or enforcement of tolls, fees, fines and penalties.

COMMUNICATIONS

You agree that TCA may, at its discretion, send surveys to the email address associated with your account.

Please address all correspondence to:
The Toll Roads Customer Service Center
P.O. Box 57011, Irvine, CA 92619-7011
Telephone: (949) 727-4800

Website: TheTollRoads.com

PRIVACY POLICY

TCA's privacy policy is available on TCA's website at TheTollRoads.com/privacy.

* Tolls and fees in effect are listed on the TCA's website: TheTollRoads.com. However, the absence of this information from the website at any time does not affect our right to impose charges in accordance with this Agreement

Express Lanes Privacy Policy- Effective February 2024

Who We Are

The San Bernardino County Transportation Authority (“SBCTA”) is the County Transportation Commission, local transportation authority, service authority for freeway emergencies, and local congestion management agency. SBCTA operates the SB Express Lanes (Interstate 10 and 15) in San Bernardino County, California.

Overview

User privacy and personal information are important to SBCTA. SBCTA cares about how User information is collected, used, stored, shared, and protected and appreciates Users interest in the agency-wide commitment to privacy.

This document explains policies and practices with respect to the information – including Personal Information –collected from, about, and concerning Users through SBExpressLanes.com (“Website”), use of the San Bernardino County Express Lanes (SB Express Lanes), and interactions with SBCTA or third-party vendors.

SBCTA may change or add to the Privacy Policy at any time, so Users are encouraged to carefully review it periodically. The current Privacy Policy can be found at www.sbexpresslanes.com/privacy-policy.

The collection and use of personally identifiable information (PII) for SB Express Lanes electronic toll collection will be managed largely under the auspices of the Transportation Corridor Agencies (TCA), with the assistance of its contractors and subcontractors, in accordance with the TCA Privacy Policy (https://www.thetollroads.com/media/qctb313b/privacy_policy.pdf.) The TCA Privacy Policy applies to customers utilizing electronic toll collection on the SB Express Lanes; please read it. In addition, the following Privacy Policy applies to SB Express Lanes collection and use of PII.

Definitions

1. **Express lane** is a dedicated lane that requires all vehicles to pay a Toll in order to use the lane but may provide incentives such as discounted or no tolls for disabled veterans, electric vehicles or vehicles carrying a minimum number of occupants.
2. **FasTrak®** is the trademarked brand name used in California to identify interoperable toll facilities that accept transponders issued by other California toll agencies.
3. **Personally Identifiable Information (PII)** is any information that identifies or describes a person, including, but not limited to: name, social security number, home address, telephone number, billing address, e-mail address, credit card number and expiration date, bank account information, state or federal tax returns, employment information, tracking information for

checks or money orders, license plate numbers, photographs, and travel pattern data, including the date, time and location of toll transactions, and other personally identifiable information as defined by California or federal law.

4. **SBCTA Express Lanes** are the express lanes facilities on the I-10 and I-15 corridors operated by SBCTA.
5. **Toll** is the monetary charge established by SBCTA for use of the SBCTA Express Lanes.
6. **Transponder** is a Fastrak® electronic device issued by any of the California toll operators that meets the specifications of Chapter 16 of Division 2 of the California Code of Regulations Title 21, and is used to pay Toll(s) electronically.
7. **Transportation Corridor Agencies (TCA)** are two joint powers authorities formed by the California legislature in 1986 to plan, finance, construct and operate Orange County's toll roads. TCA is contracted to provide back office and customer services for the SB Express Lanes.
8. **User(s)** is any person who uses the SB Express Lanes.
9. **Vehicle** is any vehicle as defined in California Vehicle Code Section 670.
10. **Violation** is the use of the SBCTA Express Lanes without proper payment of the Vehicle Toll or express permission as described in this Express Lanes Policy.

Policy

Purpose

In accordance with California Streets and Highways Code Section 31490, this Chapter describes the personal data collected by SBCTA and how it is used, retained, and shared. The Express Lanes Privacy Policy has been incorporated fully into this SBCTA Express Lanes Policy with the intention of rescinding SBCTA Policy 50200. The SBCTA Express Lanes Privacy Policy is consistent with SBCTA Policy 10170, Confidentiality.

SBCTA is committed to safeguarding the integrity and confidentiality of the PII of SBCTA Express Lanes facility Users. SBCTA recognizes the need for reasonable control of personal information. SBCTA's collection and use of PII in connection with operation of its express lanes shall conform to the standards and procedures contained below and SBCTA Policy 10170, Confidentiality.

Collection and Use of PII.

SBCTA collects, uses, and may disclose, as necessary, Users' PII for billing and account settlement purposes, in order to collect payments, and to process and enforce Toll Violations. SBCTA also uses certain User PII, such as travel pattern data, to manage and enhance operations, including the operation of the SBCTA Express Lanes, website, and other toll related services. SBCTA may also use PII to respond to questions from Users. SBCTA may require presentation of PII to facilitate the administration of the Express Lanes Equity Program, which includes the Low Income Program and Disabled Veterans Program. PII may be required to be presented to customer service representatives to determine eligibility

for these programs. Information reviewed for the Express Lanes Equity Program by customer service representatives will not be maintained by the agency or its customer service agents.

Upon use of an SBCTA Express Lanes facility, the following information is automatically collected from users:

- Facility used along with the date, time and direction of travel
- Hardcase Transponder and/or sticker Transponder unique identifier, occupancy setting and transponder type
- Vehicle type information (such as motorcycle or clean air vehicle)
- Photographs of vehicle in order to capture license plate images (which may also identify the vehicle's make, model, color, license plate number, and state)
- The name and address of the registered owner of the vehicle, along with the vehicle make, model, and year (when attempting to collect a Toll and/or processing a Violation)

Information provided directly to SBCTA or its third party vendors directly by Users

- Identifiers like name, email address(es), mailing address(es), phone number(s)
- Names of individuals authorized to manage, give, and/or receive information regarding account and transactions
- Account numbers
- Hardcase Transponder and/or Sticker Transponder numbers
- Transaction and payment information (including bank information and credit or debit card numbers)
- Information about the vehicle registered to accounts (for example, the vehicle type, license plate number, state of registration, year, make, model, color, and clean air vehicle expiration date)
- Data entered when paying on website
- Correspondence and communication information
- Social Security Number, tax information and income information
- Low income program eligibility (for example, household income, government benefit assistance)

Information collected from other sources

Outside of direct interactions with Users, SBCTA may collect information, including PII, from other sources to communicate information and to carry out business functions including billing, accounting, enforcement, operation and management of the SBCTA Express Lanes. The sources of this data include but are not limited to service providers, law enforcement, government records or other publicly

accessible directories and sources, public record and information service providers, Departments of Motor Vehicles. This information may include:

- Identifiers like name, email address(es), mailing address(es), phone number(s)
- Social security number to enforce unpaid Toll Violations
- Information sent by Users' web browsers (such as IP address, type of operating system)
- SBCTA Express Lanes website browsing activity

Information collected from Other Toll Agencies and Operators

Where applicable, SBCTA receives information, including PII, from other toll agencies and operators, and any private contractors and/or vendors of those toll agencies and operators. This information may include:

- Transponder type and unique identification number(s)
- Transponder protocol
- Vehicle type (such as motorcycle or clean air vehicle)
- License plate number and state
- FasTrak® Account number
- Toll transaction data
 - Date, time and Toll amount
 - Toll facility name
 - Toll entry and exit point, where applicable
 - Transponder occupancy indicator setting
 - Vehicle type

SBCTA may place a 'cookie', which is a piece of data stored on a computer when browsing the SBCTA Express Lanes website. This cookie data has information about that person's use of the website and helps improve functionality of the site. A cookie file contains information that can identify information such as the IP address of the computer and network that a visitor uses to browse the website and network traffic patterns. Cookies track information related to a person's use of the website, such as date and time of use, and pages visited. This information may be used to improve the website experience. Most cookies are automatically deleted from the computer at the end of the browsing session. A person may change their browser security settings to accept or reject cookies; however, rejection of cookies may affect website functionality.

Sharing and Disclosure of PII

SBCTA may use third party service providers, including the services of another public transportation agency, to facilitate toll services, and may disclose PII to such service providers to the extent necessary for that purpose. PII will also be provided to contractors and subcontractors (of SBCTA or of another public transportation agency facilitating SBCTA services) who process Toll collections, Toll Violation notices and enforce toll requirements. Information disclosed may include name, address, account number, license plate number, phone number, email address, the date, time and location of toll transactions, the amount of unpaid Toll and Toll evasion penalties, and other similar information. To facilitate enforcement of unpaid Tolls and associated penalties, we may disclose information about Users to third parties to confirm an address and/or phone number or to obtain an updated address and/or phone number. SBCTA may also obtain and use a User's social security number during the collection and enforcement process.

SBCTA shares PII with operators of other transportation agencies operating toll facilities and their designated third-party vendors to facilitate the use of a single FasTrak® transponder on multiple toll facilities – referred to as “interoperability.” Those other transportation agencies provide similar information to SBCTA about their FasTrak® account holders. This allows participating transportation agencies to recognize valid FasTrak® accounts. For Users with FasTrak® accounts, basic information will be sent to other transportation agencies about such Users' use of the SBCTA Express Lanes so that those transactions can be included on the Users' account statement. That information may include, but is not limited to, transponder identification number, account number, license plate number, the Toll amounts owed and/or other charges, and the date, time and location of each transaction.

SBCTA may have to disclose PII if required to do so by law, such as to the government or third parties pursuant to a search warrant, court order or other legal process. SBCTA may disclose PII about Users to SBCTA service providers, necessary or appropriate in connection with investigations of activities that could expose SBCTA to liability, including investigation of fraud, intellectual property infringement, piracy, or other similar activities.

SBCTA may aggregate information about Users and their use of SBCTA Express Lanes with information about others, and we may disclose such information in the aggregate to the companies that provide our funding, technology and corporate expertise, or our advertisers, analysts, alliance partners, or service providers. Aggregate information may also be publicly released in reports presented to the SBCTA Board of Directors, State of California, or the United States Department of Transportation (USDOT). Any such aggregate information will not contain information that could be used to contact or identify individual Users.

SBCTA and its third party vendors retain PII for as long as necessary to fulfill the purposes of PII collection, including for the purposes of satisfying any legal, accounting, or reporting requirements. Note that retention periods may vary (usually between 18 and 54 months) depending on the type of information, how it is used, and relevant legal requirements in accordance with applicable law.

Changes in the Express Lanes Policy Regarding Privacy

SBCTA reserves the right to update, modify, or rescind this SBCTA Express Lanes Policy, including the Privacy clauses, from time to time and in a manner consistent with state law. If there is a material change to the Privacy clauses of the SBCTA Express Lanes Policy, the revised policy will be posted on the SBCTA website. In addition, notification of changes to the SBCTA Express Lanes Policy and Privacy clauses will be prominently posted on the SBCTA website. Any person who signs up on the Express Lanes website to receive emails about the SBCTA Express Lanes also will receive an email notification of material changes to the Privacy clauses of the SBCTA Express Lanes Policy.

How to Contact Us.

For questions about this Express Lanes Privacy Policy, please write to:

SB Express Lanes
1170 W. 3rd St. 2nd Floor
San Bernardino, CA 92410
ATTN: Chief of Express Lanes

Questions also may be directed to the SBCTA Chief of Express Lanes by phone at (909) 884-8276, or via email at info@gosbcta.com.

Reviewing or Changing PII

Any person wishing to review and correct or change any of their PII maintained by SBCTA may request to do so by contacting SBCTA either by mail, phone or email as described above. SBCTA will retain PII only for as long as it is necessary for the purposes identified in this SBCTA Express Lanes Privacy Policy or as authorized by applicable law.

Effective Date of Express Lanes Privacy Policy

This original effective date of the Express Lanes Privacy Policy was effective as of July 1, 2020. This SBCTA Express Lanes Privacy Policy is effective as of the effective date of Ordinance 24-002, as noted in Section VII of said ordinance.