

## **GO-PASS ACCOUNT USER AGREEMENT**

In order to provide our customers with the greatest convenience GO-PASS™ services allows the consolidation of their bills into one single account. Registered GO-PASS™ customers can setup and manage their account by adding as many vehicles as they want. This way it's easier to keep track of the payments with the Northwest Parkway (Parkway). Registered GO-PASS™ customers will receive one, easy-to-read bill each month that itemizes the details of each of their license plates. Your account will only be charged when you travel the Parkway and incur a toll. If payment is not made for any reason, the Parkway shall charge all amounts due on the account as well as fees, penalties, charges, costs and interest occasioned by non-payment of due amounts.

## **RESPONSIBILITY FOR TOLL CHARGES**

The customer who signs up the GO-PASS™ account is responsible for all toll charges assessed against the account until the account is closed. If the person named on the account does not pay the outstanding balance within the time indicated on the bill the Parkway will pursue all legal remedies available against the account holder. The Parkway may also seek payment from the registered owner of the vehicle if that person is different than the GO-PASS™ account holder. If any change to the account occurs, it is important for the customer to notify the GO-PASS™ service center immediately by calling locally at 303-926-2500 or simply go on-line [www.go-pass.com](http://www.go-pass.com) to update their account. Should a dispute occur over a toll charge, the GO-PASS™ service center will provide the customer, at the customer's request, an itemized statement listing the disputed transaction(s). Monthly statements are optional and can be requested to be emailed to the customer. A mail fee will be charged to the customer's GO-PASS™ account for mailed statements. If you fail to pay the invoiced amount on your account, the credit card charge is rejected, or the account given is no longer valid, it is agreed that the Parkway may terminate your account and seek all available remedies if payment is outstanding. Continued use of the Parkway after such termination may be treated as a toll violation subject to applicable fees and fines as established by the Parkway. If for any reason your payment account is declined or the account is not valid, you hereby agree that you are liable until said fees and fines are paid. This agreement is a contract for payment for services rendered by the Parkway and the Parkway shall have all remedies available for collection of such amounts due, including penalties, fees, interests and collection costs as would be available for collection of a civil debt. The Parkway reserves all rights to enforce non-payment of tolls pursuant to Section 43-4-506, C.R.S. Toll evasion may be prosecuted as theft of service.

## **CLOSING A GO-PASS™ ACCOUNT**

In order to close a GO-PASS™ account, the customer must notify the GO-PASS™ service center. Until such notification, the customer shall be responsible for all tolls and charges incurred by the registered vehicle(s) associated to that account. We may separate the GO-PASS™ account into individual bills for each account holder, at our sole discretion, at any time, and without notice to you. In either of the above cases, each account holder will continue to be responsible for payment of all outstanding amounts owing on GO-PASS™, individually and collectively, prior to the date of the individual bills. If an outstanding balance remains after

termination of the GO-PASS™ account, and if your account is pre-authorized for payment, we may charge your credit card or debit your bank account for such balance. If a balance remains on an account and if the customer requests a refund, such refund shall be made within 45 days and is subject to a handling and postage charge as established by the Parkway. The refund amount shall be subject to deduction of any tolls or charges outstanding or incurred at the time of such refund request or prior to the issuance of a refund as such fees are put in place by the Parkway and as changed from time to time. Funds left on account with the Parkway in excess of 360 days without activity may be subject to maintenance fees and are subject to the Colorado Unclaimed Property Act for final disposition.

## **CUSTOMER RESPONSIBILITIES**

Notify the GO-PASS™ service center immediately or use the on-line page [www.go-pass.com](http://www.go-pass.com) to update the account (change mailing address and/or phone number, and automobile registration or license plate change). Notify the GO-PASS™ service center immediately if your credit card has been lost or stolen, the expiration date changes, your credit card limit has been reached, the credit card account has been closed, or if the account number or issuing bank changes. Failure to notify the GO-PASS™ service center of any change in your license plate or vehicle registration may result in an additional fee assessed to your GO-PASS™ account (Update account fee). The Parkway will apply and charge the non-registered GO-PASS™ toll rate and fees for all tolls associated with vehicles not listed on a customer's registered GO-PASS™ account.

## **MISCELLANEOUS**

GO-PASS™ communications from the Parkway will be addressed to the registered account holder and may be sent by mail (where delivery is considered effective five (5) days after mailing) or by email or other electronic means (where delivery is considered effective on the same day). Terms of this Agreement are subject to change at any time by providing the customer written notice of such a change. If the Parkway is used after the customer receives notice of the new terms, the customer will be deemed to have agreed to such changes and be bound by the new terms. For the purpose of this Agreement, notice of the intent is ten (10) days from the day the notice is mailed, postage pre-paid, and addressed to the customer's current address as stated in GO-PASS™ records. The customer agrees to pay all reasonable charges, fees, and costs, including attorney's fees, incurred by the Parkway to enforce the terms of this Agreement. Promptly review your statement and notify the GO-PASS™ service center with questions regarding any GO-PASS™ charges. Charges not questioned within thirty (30) days of the GO-PASS™ service center's mailing will be deemed to be accepted by the customer. Upon first usage of the Parkway after signing up for the GO-PASS™ account, the customer agrees to all terms, provisions, and conditions of the Agreement. GO-PASS™ reserves the right to close an account or deny use of GO-PASS™ service for any reason.

## **DISCLAIMER**

Northwest Parkway utilizes modern, industry-standard encryption technology in transmitting and receiving payment account information. Transmitted data are encrypted in transit, both from the customer's computer to the server and from the server to the Parkway's computer. The Parkway and its contractors make all reasonable effort to secure data transmitted to it. We cannot definitively exclude the possibility that our server could be accessed by unauthorized intruders. We therefore offer no guarantee whatsoever that any data stored on our server are immune to unauthorized access, and we accept no responsibility whatsoever for damages arising from compromised encryption on our servers. We advise all of our users to delete data that are unlikely to be of future use. This disclaimer is expressly incorporated into and is a condition to the use of this web-site and the GO-PASS™ account by customer.

## **TERMS OF USE**

If you are under 18, you may use our website only with the permission or involvement of your parent or legal guardian. This site is provided "as is" and "as available". We make no representations or warranties of any kind, express or implied, as to the operation of this website or the content, materials or products included on the site, or the operation of the site. To the full extent permissible by applicable law, we expressly disclaim all warranties, express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement. We do not warrant or make any representations regarding the content of this site in terms of how current it is, its accuracy, or its completeness. In no event shall Northwest Parkway LLC, its parent companies, affiliates, officers, employees or directors be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages (including without limitation, loss of use, lost profits or lost data) arising from the use of this site. You expressly agree that your use of this site is at your sole risk. We do not warrant that use of our website will be uninterrupted or error-free. Nor do we make any warranty as to the results that may be obtained from the use of the website. We do not warrant that this website, its servers, software or any e-mail to you from us will be free of viruses or other harmful agents or components. Northwest Parkway LLC will not be liable for any damages of any kind arising from the use of this website.

If portions of this document are held to be unenforceable, the balance of the document shall still remain in effect and binding. These Terms of Use are a condition to use of GO-PASS™ and apply to submittal of information to Northwest Parkway LLC including account and other personal information.