

EZ TAG Agreement Changes
Effective January 1, 2016

	Previous	Effective Jan. 1, 2016
1 General Rules of the Road	"Customer agrees to maintain a HCTRA EZ TAG Account in good standing."	"Customer agrees to maintain a HCTRA EZ TAG Account in good standing, which means to maintain current license plate information and a valid payment method."
2 Mount and display EZ TAG	"Customer agrees to mount and display the EZ TAG (as applicable) in accordance with instructions provided by HCTRA. NOTE: vehicles without an EZ TAG may not work at HCTRA gated lanes or be valid for access at some or all HCTRA partner facilities."	"Customer agrees to activate, mount and display the EZ TAG (as applicable) in accordance with instructions provided by HCTRA. EZ TAG fees are non-refundable. EZ TAGs are not transferrable from one vehicle to another. NOTE: Customers with non-tagged accounts will manage vehicles according to the HCTRA file exchange program and are subject to all other parts of this agreement."
3 Mount and display License Plate	"Customer agrees to mount and display the license plate without any obstruction (careful of your trailer hitch or plate frame!) and in accordance with any instructions provided upon receipt of the license plate."	"Customer agrees to mount and display the vehicle license plate so as to avoid any obstruction of the plate (be aware of trailer hitches and plate frames) and in accordance with State law."
4 Violation Invoices are mailed to the registered owner	<i>"Use of dedicated EZ TAG lanes by a non-EZ-Account holder, or a Customer whose EZ TAG Account is not in good standing, violates State Law (Transportation Code 284.070 – Failure/Refusal to Pay Toll) and will result in a violation. Violating vehicles are automatically photographed by cameras at the toll plazas, and photographs obtained for prosecution of these violations will include the license plate. An Unpaid Toll / Violation notice, including the assessed toll and any associated administrative fees, will be sent with the accompanying photograph(s) to the last known address on record and used in court."</i>	<i>"Use of dedicated EZ TAG lanes by a non-EZ-Account holder, or a Customer whose EZ TAG Account is not in good standing, violates State Law (Transportation Code 284.070 – Failure/Refusal to Pay Toll) and will result in a violation. Violating vehicles and license plates are automatically photographed by cameras at the toll plazas, and photographs will be used for prosecution of violations. An Unpaid Toll / Violation notice, including the assessed toll and any associated administrative fees, will be sent with the accompanying photograph(s) to the registered owner."</i>

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5 Violation Fee Waiver Policy	"EZ TAG Account Customer is eligible for no more than one (1) violation administrative fee waiver in a twelve (12) month period upon request , and no more than three (3) in the life of the EZ TAG Account."	"EZ TAG Account Customer is eligible for no more than one (1) violation administrative fee waiver/reduction in a 365 day period upon request . For updated Violation Fee Waiver/Reduction Policy information refer to our website at www.hctra.org . For purposes of this Agreement, toll rates associated with waivers may be higher than the EZ TAG rates. See www.hctra.org for published rates. "
6 Dispute Charge	HCTRA provides our valued Customers with the right to protest a toll charge, a toll charge amount, or any other fee within ninety (90) days of the transaction posting to the EZ TAG Account.	Verbiage is the same, but this message should stand alone.
7 Fee Avoidance	n/a	"Customer may not avoid violation fees or charges by opening a new account when Customer already has an account, or by closing an existing EZ TAG Account and opening another one."
8 Gate Arms	n/a	"The fact that a toll lane does not have a gate, or that a gate arm is locked in an 'up' position, is no indication that a toll is not required or that a toll will not be charged."
9 Replacement EZ Tag	n/a	"Customer may be required to replace an EZ TAG transponder if HCTRA determines that the transponder is not functioning properly as indicated by the number of toll transactions being charged by license plate reads. After thirty (30) days' notice to Customer, HCTRA may charge Customer a rate higher than the original toll amount. See www.hctra.org for published rates."
10 Fleet	n/a	"Companies with large and/or changing inventories may qualify for a customized EZ TAG Account program."

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11 IOP	n/a	"Customer authorizes HCTRA to disclose account information to its interoperability partners in order to post non-HCTRA toll transactions to customer's EZ TAG Account."
12 Maintain your account	"For our Customer's convenience, there are two ways to maintain a pre-paid EZ TAG Account. Authorizing HCTRA to automatically (A) charge Customer's credit card, or (B) debit Customer's banking account via electronic funds transfer (hereinafter referred to as "EFT"). Customer may opt to establish a higher deposit balance."	"There are two ways to maintain a pre-paid EZ TAG Account: authorizing HCTRA to automatically (A) charge Customer's credit card/debit card, or (B) debit Customer's banking account via electronic funds transfer (hereinafter referred to as "EFT"). Customer must adopt and maintain one of these methods so that Customer's EZ TAG Account always has a valid payment method associated with it. Failure to do so can result in toll violations."
13 EZ TAG Accounts with a credit/debit card or EFT	"EZ TAG Accounts with a credit card have the following requirements: A minimum prepayment deposit of \$40.00 per each set of up to three (3) vehicles – up to a maximum of \$600.00 or optional higher balance – shall be charged against the credit card on file. When the EZ TAG Account falls at or below one-fourth (¼) of the pre-paid deposit, a charge equivalent to the pre-paid deposit amount shall be automatically placed against the Credit Card on file. Minimum deposit balances for these EZ TAG Accounts are \$40.00 per each set of up to three (3) vehicles to a maximum of \$600.00."	Merge separate entries: "EZ TAG Accounts with a credit/debit card or EFT have the following requirements: A minimum prepayment deposit of \$40.00 per each set of up to three (3) vehicles shall be charged against the credit/debit card or bank account on file. When the EZ TAG Account balance falls at or below one-fourth (¼) of the pre-paid deposit, a charge equivalent to the pre-paid deposit amount (plus any negative balance) shall be automatically made against the credit/debit card or bank account on file. Minimum deposit balances for these EZ TAG Accounts are \$40.00 per each set of up to three (3) vehicles."
14 Keeping Account Information Up-to-date	"Customer agrees to provide credit card updates to maintain an active account. If the primary credit card charge fails, the secondary credit card (if on file) will be charged. If the primary card fails after 3 consecutive attempts, it will be deactivated on the EZ TAG Account and the secondary card will become the primary credit card. If there is no secondary credit card on file, the EZ TAG Account will not have a payment form associated."	"Customer agrees to provide credit card updates to maintain an active account: HCTRA will utilize credit card issuer's updates where applicable. If the primary credit card charge fails, the secondary credit card (if on file) will be charged. If the primary card fails after 3 consecutive attempts, it will be deactivated on the EZ TAG Account and the secondary card will become the primary credit card. If there is no secondary credit card on file, the EZ TAG Account will not have a valid payment method associated."
15 EFT Reject Fee	"A \$25.00 fee applies to each rejected EFT."	"A \$30.00 fee applies to each rejected EFT."
16 EZ TAG Fee	"An Activation Fee not to exceed \$15.00 per EZ TAG is required for each EZ TAG activation."	"An EZ Tag Fee not to exceed \$15.00 per EZ Tag is required for each EZ Tag."