

INFORMATION YOU NEED TO KNOW ABOUT RV TOLL PASS

BEFORE YOU REGISTER

Welcome to the Convenience of RV Toll Pass!

Driving the American toll roads in your Recreational Vehicle will be a pleasure with your TransCore RV Toll Pass Transponder on your windshield and a toll account managed by *Payviam*®. With RV Toll Pass you will be able to drive on virtually any toll road in the US with a single transponder and a single account. No worries whether you have the right transponder, an account with the local toll agency or might receive a toll violation fine. RV Toll Pass has arranged with the various toll authorities to consolidate your toll charges into one account while also negotiating the best rates.

Setting Up Your Account

Before you begin driving the toll roads, you will need to establish an RV Toll Pass account and complete that process through this website. As is typical practice with toll authorities you will need to provide a deposit to establish a prepaid account and keep a positive balance with a credit card. The RV Toll Pass deposit is \$50.00 at time of activation with a credit card on file to replenish the account whenever the balance drops below \$25.00. Additionally, there is a 2.6% convenience fee on credit card transactions. It will take 2 or 3 business days to register your transponder and vehicle with all participating toll agencies, after which you are ready to drive.

How RV Toll Pass Works

When you drive past a tolling location, your RV is recognized by the RV Toll Pass transponder or in some cases by the license plate, and you incur a toll charge. That toll is charged against the balance in your account. At the end of any month in which a toll charge was incurred, you will also be charged a single processing fee of \$14.99. This fee will not be charged in months where no toll charges were incurred. If you close your account, the balance will be returned after two billing cycles to allow payment of outstanding tolls and charges.

Please carefully review the full *Payviam*® Terms and Conditions below.

Information Needed to Register

Your Information:

- Name and address
- Mobile phone number (where you can be reached while on the road)
- Credit card information (for deposit and replenishment of toll account)

Vehicle Information:

- Vehicle description (make, color and year)
- License plate (state and number) (If you have a towed vehicle, you will need its license plate information also)
- RV Toll Pass transponder number

Payviam® Terms and Conditions for RV Toll Pass™

Welcome to *Payviam*®—the payment platform for your RV Toll Pass™ (RVTP). *Payviam* is a service of Bestpass, Inc. and may be utilized to pay charges incurred at certain tolling facilities. Additionally, *Payviam* will be your payment platform for toll incurred at participating tolling facilities that utilize plate-based vehicle identification. Throughout these Terms and Conditions, the RVTP Account Holder is referred to as “You” or “Your” and *Payviam* and Bestpass, Inc. are collectively referred to as “We” or “Our”. These terms and conditions, together with your RVTP application (“Application”) constitute your *Payviam* Agreement (“Agreement”) related to the payment of tolls, tolling-related costs and services fees of *Payviam*. Please read these terms and conditions and keep a copy for your records. When you open your RVTP Account or your RVTP transponder is used to incur tolling charges, you agree to the following terms and conditions:

GENERAL

a. Failure to comply with the Agreement, failure to pay the charges attributed to your Account or failing to replenish your balance as required may result in termination of your Account and the discontinuance of your ability to utilize your RVTP Transponder.

b. Failure to obey all applicable traffic laws, regulations, signs and signals, and the directions of toll collectors and law enforcement officers may result in suspension or revocation of your Account by the tolling authorities and/or other penalties as provided by law.

YOUR ACCOUNT

a. You must maintain a prepaid amount in your Account to cover applicable charges. Applicable charges, if any, will be deducted from your Account each time the Transponder is used, or toll is identified by license plate. Payviam will also deduct from your Account applicable administrative fees and any other fees incurred pursuant to this Agreement.

b. No interest will be paid on balances in your Account.

c. You will receive a periodic statement unless there are no transactions and no financial activity in your Account during the applicable period covered by such statement.

d. You authorize us to debit your Account balance to pay for charges incurred when the RVTP Transponder in your vehicle is utilized at any participating tolling facility. You also authorize us to debit your Account to pay for charges incurred at any participating tolling facility that utilizes a plate-based vehicle identification system. Additionally, you authorize us to debit your Account for any applicable charges, administrative fees, violation payments or other costs as set forth in Addendum “A”.

e. Failure to pay full balances on all invoices by the date due, failing to maintain a positive prepaid balance in your Account, and/or failing to replenish your prepayment balance to the designated levels when requested by Payviam will result in the loss of any eligible promotions and discounts for that billing cycle. Such failures may also be deemed a failure to comply with this Agreement and result in termination of your Account. If your RVTP Transponder is used or your vehicle incurs a plate toll while your Account is in a negative balance, suspended or revoked, you will incur administrative fees of up to \$100 per occurrence; be charged the full charge for all toll; and/or incur penalties as determined by the tolling authorities.

Transponder USAGE

You must be sure that the RVTP Transponder in your vehicle is not obstructed. Failure to do so may result in your Transponder not being read properly causing you to incur a violation for which you may be assessed administrative fees or other penalties as provided by law or tolling authorities. Obstructing your vehicle’s Transponder may also result in images being taken of your license plate to identify the registered owner. These images may be used to post toll charges at the cash rate and/or additional administrative fees to your Account.

VIOLATIONS

We do not challenge tolling violations you may receive from the tolling authorities. We will however process the payment of any tolling violations you receive using your Account funds if you timely submit all documentation necessary to identify and quantify the violation. By sending all necessary documentation related to a violation to us, you are authorizing and directing us to pay that violation on your behalf. A charge will be applied for any violations processed in accordance with Addendum A.

DISPUTES

All disputed charges must be submitted in writing to our Customer Service Center within 10 days of toll, fee, or other disputed charge being posted to your Account. You agree that the mailing or emailing to the address you have provided to us in your Application, or as periodically updated by you, constitutes notice to you of the tolls, fees and charges contained therein and of any determination by us of your submitted dispute.

DISCLAIMER

You acknowledge that we have not made, and we expressly disclaim any representation or warranty, express or implied relating to the RVTP Transponder including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that we will have no obligation or liability whatsoever to you with respect to the use or performance of the RVTP Transponder. You agree to indemnify us and hold us harmless from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the RVTP Transponder. Except as otherwise expressly required by this Agreement or applicable law, we will not be liable to you for any delay, failure or malfunction attributable to your equipment, any payment system or any customer service function. If we are held liable to you, the total liability may never exceed the amount paid or pre-paid to us for the specific service/product, matter or transaction at issue. Also, without limiting the foregoing, in no event shall you be entitled to recover any indirect, consequential, exemplary or special damages (whether in contract, tort or otherwise), even if you have advised us of the possibility of such damages.

TERM & TERMINATION

Your Account will remain open unless and until terminated by you or us. You may terminate this Agreement and close your Account at any time by either calling us at 1-888-725-1012 or simply emailing us at support@payviam.com and indicating that you want your RVTP Transponder deactivated and your account closed. If terminating by email, you must indicate the full name your account is opened under and your account number in the email. Upon termination, the RVTP Transponder will be deactivated and your Account balance, if any, refunded to you after two (2) successive billing cycles have been completed without your Account incurring any tolls, fees or other chargeable activity during those billing periods. All outstanding charges will be deducted prior to such refund. Be advised, unless and until you close your Account, you remain responsible for all charges incurred through the RVTP Transponder or your vehicle’s license plate even if you no longer own the vehicle. It is important to contact us before your vehicle is sold or traded-in to avoid further charges.

COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys’ fees, incurred by us to collect any monies due from you under the terms of this Agreement.

MODIFICATIONS

We may change the terms of this Agreement at any time by advance written notice. Such modified terms shall take effect on the date specified therein. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ADDENDUM A – RV Toll Pass
PAYVIAM SCHEDULE OF SERVICE AND ADMINISTRATIVE FEES

RV Toll Pass	
Account Activity Service Fee (Per Month Per Transponder)	\$14.99 <i>(charged only in months with toll activity)</i>
Toll Prepayment & Deposit	
Toll Payment Deposit	\$50.00 to open account, replenished to \$50.00 once the balance falls below \$25. Any unused funds will be returned to the customer two bill cycles after account closure after payment of all outstanding tolls & charges.
Other Fees/Services	
Toll Violation and Out of Network Toll Invoice Processing	\$20.00 Per Transaction
Declined Payment w/ Negative Balance Fee	\$50.00
Payment Convenience Fee	2.6%: All Payments Processed
Paper Invoice Green Fee	\$5 per month