

Good To Go!™

ACCOUNT HOLDER TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS CONSTITUTE THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) **Good To Go!** CUSTOMER AGREEMENT (THE AGREEMENT). NOTHING IN THIS AGREEMENT RELEASES YOU, THE CUSTOMER, FROM FINES RESULTING FROM FAILURE TO ABIDE BY WASHINGTON STATE LAWS AND REGULATIONS.

Version 10

By opening a **Good To Go!** account, you agree to the following terms and conditions:

1.0 Toll Charges and Payment

1.1 Account Uses

Your **Good To Go!** account may be used to pay a toll either by **Good To Go!** pass or Pay By Plate where available.

1.2 Charges

Toll charges may vary based on payment option and one or more of the following:

- 1) The number of vehicle axles detected;
- 2) The time and date of travel;
- 3) The toll facility at which the charge occurred
- 4) Whether the vehicle meets the definition of a carpool and/or;
- 5) Whether the vehicle has a **Good To Go!** pass installed correctly.

1.3 Insufficient Funds

If your account reaches a negative balance and Pay By Mail tolls are assessed, a bill will be included on your monthly statement, which will be sent to the main **Good To Go!** account holder's address on file. If the toll charges remain unpaid, a Notice of Civil Penalty will be sent to the registered owner of the vehicle. You may be charged additional fees and penalties based on the following conditions:

- 1) If you choose the Pre-Paid payment option to fund your **Good To Go!** account and have insufficient funds to cover a toll charge, you will be billed at the Pay By Mail rate.
- 2) If you use Pay As You Go and your selected payment method fails, you will be billed at the Pay By Mail rate. Please review your monthly statement and account information regularly to avoid additional fees or penalties.

2.0 Account Information

2.1 Good Standing

To keep your account in good standing, you must:

- 1) Maintain a positive balance if the account payment option is Pre-Paid;
- 2) Keep your payment method up to date;
- 3) Keep your contact information, mailing address, email, and phone number up to date with both **Good To Go!** and the Department of Licensing, as **Good To Go!** is a separate entity from the Department of Licensing;
- 4) Keep your vehicle information including year, make, model, license plate number, and pass number up to date, and;
- 5) Review your account statement and account information periodically to ensure everything is up to date.

2.2 Closure

You may request to close your account. Once all outstanding toll charges, fees, and/or civil penalties are paid, any remaining account balance will be refunded.

2.3 Refunds

Refunds will be made by the original method of payment when possible, provided all outstanding toll charges, fees and/or civil penalties have been paid. Unregistered accounts are not eligible for refunds.

3.0 Payment Options

3.1 Automatic Payment Options

There are two payment options for customers who wish to pay their tolls automatically:

- 1) **Pre-Paid**
Pre-pay a minimum of \$30 when you open your account to cover future tolls plus the cost of any passes you wish to purchase. When your account balance gets low, it is automatically refilled via your preferred payment method. Or you can choose specific days of the month to refill the account via electronic check. Please be sure to choose a refill amount that will cover your toll usage between payment dates to avoid Pay By Mail charges. If needed, you may add funds manually to your account between refill dates.
- 2) **Pay As You Go**
No pre-paid balance required. After you drive, tolls will be charged automatically to your credit card twice a month. Please be sure to keep your payment method up to date in order to avoid Pay By Mail charges.

3.2 Account Refill

The minimum amount required for auto refill is \$30. Depending on your toll usage, you may choose to select a higher auto pay amount. If you arrange for auto pay, you agree to the following:

- 1) **Payment Type**
You will provide authorization and the necessary information to establish auto pay by a credit, debit card, or electronic check (ACH).
- 2) **Payment Declined**
If your financial institution declines your payment, your account may be switched to manual replenishment. You may update your payment information online to re-establish auto pay.
- 3) **Chargebacks and dishonored payments**
If the customer service center receives excessive notifications of a credit card dispute or electronic check (ACH) dispute that results in chargebacks (the reversal of payments) or dishonored payments, the account holder may be required to refill their account with certified funds or cash for future transactions. If you dispute tolls through your payment method, you are still responsible to pay the tolls. The only way to dispute the tolls is through the **Good To Go!** dispute process as outlined in section 4.0.
- 4) **Non-sufficient Funds (NSF)**
If the bank returns a check due to insufficient funds, a non-sufficient funds (NSF) fee of \$30 will be charged to the account. The account holder may be required to replenish the account with certified funds or cash for future transactions.

3.3 Manual Account Refill

The minimum amount required for manual refill is \$30. If you arrange for manual pay, you agree to the following:

- 1) **Payment Type**
You may use a credit or debit card, electronic check (ACH), check, money order, or cash. Please do not send cash in the mail. The customer service center reserves the right to refuse temporary checks.
- 2) **Chargebacks and dishonored payments**
If the customer service center receives excessive notifications of a credit card dispute or electronic check (ACH) dispute that results in chargebacks (the reversal of payments) or dishonored payments, the account holder may be required to refill their account with certified funds or cash for future transactions. If you dispute tolls through your payment method, you are still responsible to pay the tolls. The only way to dispute the tolls is through the **Good To Go!** dispute process as outlined in section 4.0.
- 3) **Non-sufficient Funds (NSF)**
If the bank returns a check due to insufficient funds, a non-sufficient funds (NSF) fee of \$30 will be charged to the account. The account holder may be required to replenish the account with certified funds or cash for future transactions.

4.0 Disputes

You may dispute tolls and fees applied to your account online at www.mygoodtogo.com or by contacting the **Good To Go!** customer service center within 60 days of the transaction posting date. If the toll or fee is removed or adjusted, your account will be credited.

5.0 Good To Go! Pass Usage

You can use your activated **Good To Go!** pass at any **Good To Go!** toll facility.

5.1 Installation

You agree to correctly install, display, activate and use the pass in accordance with the package instructions. Once the pass is installed, it should not be removed to ensure it continues to function properly.

5.2 Receipts

You understand and agree that you will not receive a receipt for individual pass transactions but may see your transactions by logging in to your account at www.mygoodtogo.com.

5.3 Replacement

If you need to replace your pass for any reason, you may be charged a replacement fee. If the customer service center finds your pass defective, the pass may be replaced free of charge within three years from the date of purchase. If your pass is lost or stolen, you must notify the customer service center immediately as you are responsible for all charges incurred until notification is received.

5.4 Motorcycle Pass

Motorcycle passes are only to be used on a motorcycle. Installation and use of a motorcycle pass on a vehicle other than a motorcycle will be subject to pass deactivation and/or a toll evasion fine as defined in RCW 46.61.690.

6.0 Pass Returns

6.1 Passes Purchased From Good To Go!

Passes purchased directly from **Good To Go!** that meet the following conditions may be returned for credit within six months of the purchase date:

- 1) Pass must be returned in new, unused, sellable condition
- 2) Pass must not have been used at a toll facility
- 3) Flex Passes must be returned with the holder and dual lock fasteners
- 4) License Plate Passes must be returned in the original box including hex wrench and screws.

6.2 Passes Purchased From Retailer

Passes purchased directly from a retailer may not be returned to **Good To Go!** for credit and must be returned to the retailer in accordance with their return policy.

7.0 Discounts and Exemptions

To receive toll discounts or exemptions for a toll facility, your account must be in good standing and you must meet the requirements as set by the Washington State Transportation Commission. You must also install a designated pass for the discount or exemption (i.e. must have a Flex Pass to receive a carpool exemption). Current exemption policies are available at <https://www.wsdot.wa.gov/GoodToGo/carpool.htm>.

8.0 Pay By Plate

If you do not have a pass, or if your pass is not detected, our photo toll system will capture images of your vehicle's license plate. If the license plate number is listed on your account, the transaction will be processed as Pay By Plate with the appropriate toll deducted from your account. A nominal Pay By Plate fee of 25 cents will be assessed for each Pay By Plate toll transaction.

9.0 Termination

This Agreement may be terminated by WSDOT at any time and for any reason, including, but not limited to account inactivity of 24 or more consecutive months or a negative account balance. If your account is so terminated any negative balance and/or outstanding tolls and fees must be paid in full immediately or may be subject to penalty, collection, procedures and legal action by the state of Washington. Additionally, If your account is so terminated, the customer service center will refund any amount in your account remaining after tolls, costs, and fees have been paid, without interest. No refunds will be provided for unregistered accounts.

10.0 Privacy Policy

10.1 Amendments

The **Good To Go!** privacy policy is subject to the requirements of state and federal law and may be amended at any time in accordance with applicable statutory requirements. Notice of any change to this Privacy Policy will be available via email, on your account statement and/or at the walk-in Customer Service Centers. Notices will also be posted on MyGoodToGo.com.

10.2 Release of Information

Information collected by the customer service center related to your account will not be released except under the following circumstances:

- 1) At your request as the individual account holder with proper identification.
- 2) As necessary to collect unpaid tolls, fees and penalties.
- 3) To law enforcement agencies for other purposes only if the request is accompanied by a court order.
- 4) As otherwise required by law.

11.0 Administrative Fees

An administrative fee may be applied under the following circumstances:

11.1 Monthly Account Statement

Paper copies of your monthly statement can be mailed to you. There is a printing and postage charge of 50 cents per page for this service (minimum charge of \$1.50 per statement). Monthly Statements are also available online or by email at no cost.

11.2 Statement Reprinting Fee

Paper Statements are also available at **Good To Go!** customer service centers. There is a reprinting fee of 50 cents per page (minimum charge of \$1.50)

11.3 Pay By Plate

A Pay By Plate fee of 25 cents per transaction will be assessed for Pay By Plate transactions and debited from your **Good To Go!** account.

11.4 Late Fee

A \$5 fee will be assessed per statement if any toll transactions remain unpaid by the due date.

11.5 Civil Penalty Fee

Any toll transaction that has not been paid within 80 days of the toll transaction date becomes eligible for civil penalty fee. The civil penalty fee is \$40 per toll transaction.

11.6 Account Closure

If your account is inactive for 24 or more consecutive months and WSDOT has terminated this Agreement as provided in Section 9 herein, a \$5 fee may be charged and any remaining funds after the account has been closed will be refunded without interest.

11.7 Subject to Change

Fees are subject to change. Current fees and notice of fee changes will be posted at the customer service centers, on your account statement, and at MyGoodToGo.com.

12.0 Amendments

The customer service center may periodically make changes or amendments to the terms and conditions of the Agreement. The Customer Service Center may periodically make changes or amendments to the terms and conditions of the Agreement. Changes or amendments to the terms and conditions will be provided to you by email to the email address listed on your account, if any, with your account statement, by posting at www.wsdot.gov/GoodToGo, and by posting at the Customer Service Center.

13.0 Liability

Neither WSDOT nor the customer service center shall have any obligation or liability to the customer with respect to use or performance of the **Good To Go!** pass or account.

Title VI Notice to Public It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OEO's Title VI Coordinator at (360) 705-7082.

Americans with Disabilities Act (ADA) Information This material can be made available in an alternate format by emailing the WSDOT Diversity/ADA Affairs team at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.