

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 11

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 regularly 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, and will occur within 30 days of your request. 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 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

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 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 instructions. Once the pass is installed, it should not be removed to ensure it continues to work 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 will be responsible for purchasing the replacement. 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 the 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, and sellable condition
- 2) Pass must not have been used at a toll facility
- 3) Flex Passes must be returned with dual lock fasteners, and holder if one was provided.
- 4) License Plate Passes must be returned in the original box, and with any installation equipment that was provided.

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. If the pass is defective, the customer should contact **Good To Go!**.

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 carpool exemption). Current exemption policies are available at www.MyGoodToGo.com/EN/learn/toll-roads/carpools.

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 transaction.

9.0 Termination

This Agreement may be terminated at any time and for any reason. If your account is terminated, the customer service center will refund any amount remaining after tolls, costs and fees have been paid, without interest. No refunds may be provided for unregistered accounts.

10.0 Privacy Policy

10.1 Amendments

The **Good To Go!** privacy policy, available at www.MyGoodToGo.com, is subject to the requirements of state and federal law and may be amended at any time in accordance with applicable statutory requirements.

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) As otherwise required by law.

11.0 Administrative Fees

An administrative fee may be applied under the following circumstances:

11.1 Monthly Account Statements

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 late 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 Inactivity Fee

If your account is inactive for 21 consecutive months, your account may be closed. A \$5 inactivity 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 will be posted on your account statement and at www.MyGoodToGo.com.

12.0 Amendments

The customer service center may periodically make changes or amendments to the Terms and Conditions of the Agreement.

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.

14.0 Translation and Interpretation

For assistance in a different language call customer service at 1-866-936-8246 and request a translator at no cost.

Translated documents are available online at www.wsdot.wa.gov/travel/roads-bridges/toll-roads-bridges-tunnels/good-go-accounts-passes#TranslatedDocs and upon request. To request a specific document be translated for you contact customer service at 1-866-936-8246.

15.0 Unregistered Accounts

Personal information is not required. However if you would like online access, or to receive monthly statements or other account updates at no cost, an email address is required.

Customers can open an unregistered account by submitting a request online or mailing an application form. A customer must pre-pay \$30 in tolls to open an account.

A **Good To Go!** pass must be installed in any vehicle registered on an unregistered account.

A customer cannot receive a refund for an unregistered account, even if there is a positive balance when the account closes.

If any unregistered account does not have enough funds to cover tolls the account balance will go negative. The vehicle's registered owner with the Department of Licensing will receive a toll bill in the mail for any future toll trips.

Customers with unregistered accounts cannot participate in the one-time penalty waiver program unless the account is converted to a standard **Good To Go!** 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, 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 programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equity and Civil Rights (OECR). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OECR's Title VI Coordinator at (360) 705-7090.

Americans with Disabilities Act (ADA) Information: This material can be made available in an alternate format by emailing the Office of Equity and Civil Rights 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.