



Keeps You Moving!

Bay Area FasTrak® Customer Handbook

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Richmond-San Rafael Bridge

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San Francisco-Oakland Bay Bridge

WELCOME

Welcome to FasTrak®! Your commute just got easier with the Bay Area's electronic toll collection (ETC) system. This user-friendly technology lets you pay your bridge tolls and use Express Lanes with convenience and ease.

By opening a FasTrak account, you agree to the terms and conditions as set forth in the FasTrak License Agreement, also available online at **www.bayareafastrak.org**. Before using your toll tag, take a few moments to read this Customer Handbook to become familiar with FasTrak, its account policies, as well as toll violations. More information can be found at our website.

You may also visit this secure website to manage your FasTrak account. Among other features, you will be able to obtain/update account information (e.g., address, phone number, credit card number and expiration date, license plate number, etc.), make payments to your account, and report a lost/stolen toll tag.

FasTrak respects your privacy and recognizes your desire for appropriate protection of any personal information you share with us. Personal information provided by you and any data developed as a byproduct of your use of FasTrak will not be made available to third parties except as described in our Privacy Policy or unless permissible by law. Our complete Privacy Policy can also be found at **www.bayareafastrak.org**.

GETTING STARTED

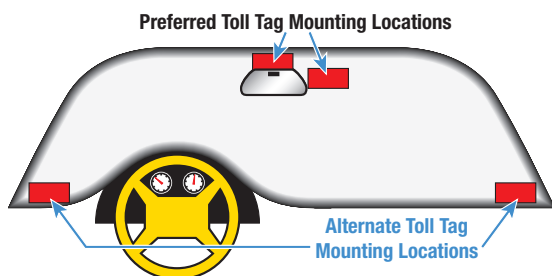
Open an Account

Open an account by either ordering a toll tag online or by registering a toll tag you picked up from a retail location.

Mount the Toll Tag

Mount the toll tag to the inside of your vehicle's windshield.

1. Clean the placement area on the inside of the windshield with isopropyl (rubbing) alcohol and allow it to dry.
2. Remove the plastic tape from the back of the Velcro™ mounting strips on the toll tag.
3. Position the toll tag horizontally on the windshield as illustrated.
4. Press the toll tag firmly against the windshield glass.



Preferred Mounting Position (Behind Mirror):

Place the tag at least 2" from the top edge of the windshield, horizontally, in the center behind the mirror.

Alternate Mounting Position (Lower Left or Right Side):

Place the tag at least 2" from the side of the windshield and 2" from the bottom of the windshield.

Toll tag may not work if not properly installed.

(Note: Specific vehicle models may require an externally license-plate mounted toll tag. Go to www.bayareafastrak.org or call the Bay Area FasTrak Customer Service Center at 1-877-BAY-TOLL (1-877-229-8655) for more information.

Use It

You can use your toll tag anywhere you see the FasTrak logo. You can use your tag on all eight Bay Area bridges without having to stop at the toll plaza, take advantage of the express lanes in Northern and Southern California and skip the line to the parking pay booth at the San Francisco International Airport.



Bay Area Toll Bridges

Antioch Bridge
Benicia-Martinez Bridge
Carquinez Bridge
Dumbarton Bridge
Golden Gate Bridge
Richmond-San Rafael Bridge
San Mateo-Hayward Bridge
San Francisco-Oakland Bay Bridge

Bay Area Express Lanes

SR-237 Express Lanes
I-680 Sunol Express Lane
I-580 Express Lanes (opening Fall 2015)

Parking Garages

San Francisco International Airport

ABOUT FASTRAK

What is FasTrak® ?

FasTrak® is an electronic toll collection (ETC) system that allows you to prepay your bridge tolls, eliminating the need to stop at the toll plaza. FasTrak also allows solo drivers to pay to use the Bay Area Express Lanes. The toll collection system has three components: a toll tag, which is placed inside your vehicle; electronic equipment, which reads the toll tag at the toll plaza and express lane toll gantries and automatically deducts the appropriate toll from your prepaid account; and video cameras to identify toll evaders.

FASTRAK AT BRIDGES

What happens when I drive through a bridge toll plaza?

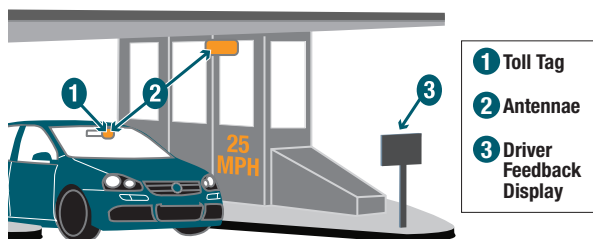
As you drive through a bridge toll plaza, the Driver Feedback Display, located just past the collection booth window, will advise you of your account status as you hear your toll tag beep.

- If your FasTrak account is valid and has a sufficient balance, it will display: VALID FASTRAK.
- If your FasTrak account has a low balance, it will display: ACCOUNT LOW or LOW BALANCE
- If your FasTrak account is invalid, for any reason, it will display: CALL FASTRAK or a PAY TOLL.

Which lanes at the Toll Plazas accept FasTrak?

ALL toll booths on all eight bridges accept FasTrak. All toll lanes on the Golden Gate Bridge are designated FasTrak-only at all times. The remaining seven bridges have at least one “FasTrak-only” lane in operation at all times.

BRIDGE TOLL PLAZA



FASTRAK AT EXPRESS LANES

What is FasTrak® Flex?

FasTrak Flex is a special toll tag that allows toll-free travel in the I-580 Express Lanes if you meet carpool or other designated eligibility requirements. The SR-237 Express Lanes and the I-680 Sunol Express Lane plan to also use FasTrak Flex toll tags in the future. FasTrak Flex toll tags work just like any other FasTrak toll tag at bridges and other locations that accept FasTrak.



What happens when I drive under an Express Lane gantry?

If you have a FasTrak toll tag, it will be read by the toll system as you drive under an Express Lane gantry and automatically deduct the toll from your prepaid balance. If you have a FasTrak Flex toll tag, the tag position will be read by the toll system and deduct tolls accordingly. For more information on the FasTrak Flex toll tag, go to the Carpool Information section of this handbook.

Will the toll tag beep in Express Lanes?

Depending on the express lane location, the toll tag may or not beep. You will only be charged for your trip's toll amount regardless of how often your toll tag beeps.

Where can I learn more about Bay Area Express Lanes?

For more information on how to travel toll-free in express lanes, toll tag requirements, locations, and hours of operation, go to www.BayAreaExpressLanes.org.

OTHER FASTRAK LOCATIONS

Can I use FasTrak to pay for parking at Bay Area airport garages?

Yes. You can use FasTrak in designated entrances/exits at some airport parking garages. Your FasTrak account must use a credit card for replenishment in order for your toll tag to be eligible for airport parking. Parking fees of \$10.00 or less will be deducted from your account's prepaid balance. Parking fees greater than \$10.00 will be charged directly to the credit card on file with FasTrak. For participating airports and more information, go to www.bayareafastrak.org.

Will my FasTrak toll tag work on other California toll facilities?

Yes. FasTrak can also be used on several Southern California toll roads in Orange and Riverside counties (91 Express Lanes and the San Joaquin Hills, Foothill, and Eastern Toll Roads) San Diego County (Interstate 15 and South Bay Expressway), and Los Angeles (Metro Express Lanes on I-10 and I-110). It is your responsibility to know the toll rates and rules of each toll facility you use. State legislation ensures that all toll facilities in California have compatible FasTrak technology.

FasTrak customers should open their account with the toll facility of primary usage. Customers may be charged a service maintenance fee if it is determined that the majority of their toll activity occurs at another facility.



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Golden Gate Bridge

CARPOOL INFORMATION

If I am in an eligible carpool vehicle and travel through a carpool lane with my toll tag, will my account be charged?

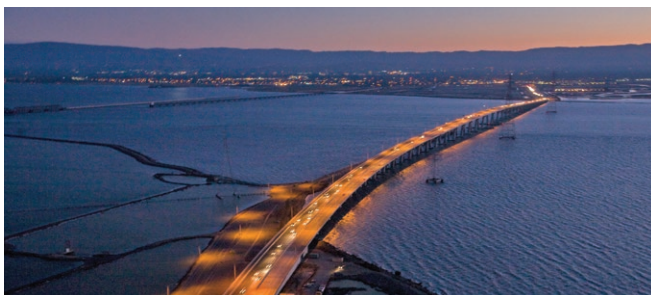
For information about carpooling (e.g., carpool toll rates, carpool definitions, carpool hours, etc.), go to **www.bayareafastrak.org**.

Golden Gate Bridge:

Yes. Eligible carpools will be charged a discounted toll rate during carpool hours. Carpools must use the designated carpool lane and pay using a valid FasTrak toll tag to qualify for the discounted carpool toll rate. If no valid FasTrak toll tag is present in the vehicle, even if the vehicle meets all other carpool discount requirements, no discounted toll will be provided.

All Other Bridges:

Yes. Eligible carpools will be charged a discounted toll rate during carpool hours. Carpools must use designated carpool lanes and pay with FasTrak to qualify for the discounted toll rate. If a valid FasTrak toll tag is not detected in the carpool lane (even if the occupancy requirements for a carpool vehicle are met), a violation notice will be sent to the vehicle's registered owner. It is a violation of the toll evasion statutes under California Vehicle Code Section 23302 et seq. and Streets and Highways Code Section 30843 to fail to pay the established bridge toll.



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Dumbarton Bridge

Bay Area Express Lanes:

No. Carpools, vanpools, transit buses, clean air vehicles, and motorcycles can use Bay Area Express Lanes for free, but toll tags rules vary by location. It is your responsibility to know the rules of the specific express lane prior to using it.

On the SR-237 Express Lanes and I-680 Sunol Express Lane, eligible vehicles should place their FasTrak tag in the Mylar bag provided by FasTrak so that you are not charged for that particular trip. It is important to make sure that after your carpool trip, you properly re-install your toll tag onto your windshield. You are not required to have a FasTrak Flex tag toll to travel free on these express lanes.

On I-580 Express Lanes, eligible vehicles require a FasTrak Flex toll tag. Prior to starting your trip, the switch tag should be toggled to match the vehicle's occupancy. If there are 2 people in the car, switch the tag to the 2 position. Motorcycles, clean air vehicles, vanpools and vehicles with 3 or more occupants, switch the tag to the 3+ position.

FasTrak® Flex Toll Tags



ACCOUNT POLICIES

Do I own the FasTrak toll tag?

No. The toll tag is on loan to you by the FasTrak Customer Service Center. If your FasTrak account was established using a credit card, there is no deposit for the first three (3) toll tags, but a \$20 deposit for each toll tag over three. For cash/check accounts, there is a \$20 deposit for each toll tag. Upon request to close your account, all toll tags must be returned in operating condition and your deposits will be refunded to you. No additional credits/refunds will be given if toll tags are returned after the account has already been closed.

What are my responsibilities as a FasTrak user?

Your responsibilities are to maintain a minimum account balance, as described in the License Agreement, which can also be found online at **www.bayareafastrak.org**; mount the toll tag as described in this Customer Handbook; report a lost, stolen, or damaged toll tag; and update the address, credit card information, and vehicle information on your FasTrak account as changes occur.

What are the basic policies for FasTrak accounts established by credit card?

Minimum prepaid balance required: An initial prepaid balance of \$25 will be charged to your credit card.

How your FasTrak account balance is maintained: Automatic charges will be made to your credit card to replenish your FasTrak account whenever the balance falls to or below the **replenishment threshold**. The **replenishment threshold** is reached when the balance in your FasTrak account equals a two-week average toll usage (based on the previous 90 days' usage) or \$15, whichever amount is greater.

The amount charged to your credit card, or the **replenishment amount**, will be equal to one month's average usage (based on the previous 90 days' usage) or \$25, whichever amount is greater.

What are the basic policies for FasTrak accounts established by cash or check?

Minimum prepaid balance required: An initial prepaid balance of \$50 per toll tag is due when opening a FasTrak account.

How your FasTrak account balance is maintained: You are responsible for depositing prepaid tolls into your FasTrak account when the “Account Low” or “Low Balance” message appears on the Driver Feedback Display located at the bridge toll plaza.

You must replenish your FasTrak account to maintain a positive balance for prepaid toll payment. Your **replenishment threshold** is reached when the balance of your FasTrak account equals a two-week average toll usage (based on the previous 90 days’ usage) or \$30, whichever amount is greater.

The amount required for payment, or the **replenishment amount**, will be equal to one month’s average usage (based on the previous 90 days’ usage), or \$40, whichever amount is greater.

When is my replenishment threshold and replenishment amount adjusted?

Your FasTrak account’s (whether established by credit card, cash or check) replenishment threshold and replenishment amount will be reviewed 35 days from the date your account is opened and every 90 days thereafter; and it will be adjusted, if necessary, to reflect current usage patterns. You will be notified on your statement whenever your replenishment amount has been adjusted (either increased or decreased). Replenishment amounts can vary, and the timing of replenishment is not always consistent. For this reason, we do not recommend establishing accounts with ATM check/debit cards.



San Francisco-Oakland Bay Bridge

How will I track my FasTrak account activity?

The FasTrak system tracks your toll usage and account balance. A quarterly statement itemizing your bridge use and account balance can be sent to your email address or through regular mail. Toll activity can also be accessed online at www.bayareafastrak.org. You may request monthly statements for a fee. The delivery method of your statements is determined by you.

In addition, the Driver Feedback Display at bridge toll booths will display messages. If the display is blank or shows “Call FasTrak” or “Pay Toll,” contact the FasTrak Customer Service Center to resolve your account issue.

What happens if my FasTrak account has a negative balance?

An account with a negative balance is invalid. Any transaction recorded on a negative account is a violation of the requirement to pay the established toll. Violations could result in your being liable for costly penalties and fees as specified in the California Vehicle Code Section 40250. Negative accounts will be closed after 90 days and toll tag deposits will be forfeited. To bring your account to a positive balance, you can make an immediate one-time account payment online at www.bayareafastrak.org.

How can I update the information on my FasTrak account?

You can update your account information (e.g., mailing address, day or evening phone numbers, vehicle information, etc.) by one of several ways:

- Go to **www.bayareafastrak.org**, log into your account at **My Account**, and edit information as necessary.
- Download an **Account Update Form** and mail/fax it to the Customer Service Center.
- Contact the Customer Service Center by phone. When contacting the Customer Service Center, please provide your FasTrak account number or toll tag serial number in your communications. (The serial number is located on the toll tag's barcode.)

Can I switch my toll tag from vehicle to vehicle?

The toll tag mounted to your windshield can be moved from vehicle to vehicle as long as it is properly mounted at each location – for toll tag mounting instructions, see “How to install the toll tag” (inside front cover). We request that the vehicle information, including license plate numbers for each vehicle to be used, be on file with the FasTrak Customer Service Center. However, to avoid potential problems (e.g., losing the toll tag when switching between vehicles), we recommend that you obtain an extra toll tag for each vehicle to be used.

What do I do if my toll tag is lost, stolen, damaged or defective?

If the toll tag is lost, stolen or damaged, you will be liable for the deposit amount of \$20. If it was lost/stolen and you immediately notify the FasTrak Customer Service Center, you will not be responsible for any unauthorized use of your toll tag after this notification. If the toll tag is stolen, and documentation is provided, the toll tag deposit may be adjusted. Any replacement tags will require an additional \$20 deposit.

If the message on the Driver Feedback Display at bridge plazas is blank, says “Call Fastrak” or “Pay Toll” or if the toll tag does not beep as you drive through the toll plaza, these are indications there may be a problem with your toll tag or with your account. If the toll tag is defective, notify the FasTrak Customer Service Center and request a replacement. The defective toll tag must be returned upon receipt of the replacement toll tag to avoid getting charged a lost tag fee.

How can I return my toll tag and close my account?

You can return your toll tag to the Bay Area FasTrak Customer Service Center in person or by mail to the Customer Service Center. If you are returning the toll tag by mail, we recommend sending the toll tag by certified or registered mail. You can request to close your account online by logging into your account and selecting Close Account in the Account settings tab.

Will my FasTrak account remain active if I am an infrequent or seasonal user?

Your account will remain active, providing you have some activity on your account during a period of 36 months. If your account records no activity for a period of 36 months or more, you will be notified by the FasTrak Customer Service Center to take action to either: 1) request to keep your account open; or 2) request to close your account. If you take no action or you request to close your account, you must return all toll tags in operating condition within 15 days, and your toll tag deposit and any remaining balance will be refunded to you.



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Benicia-Martinez Bridge

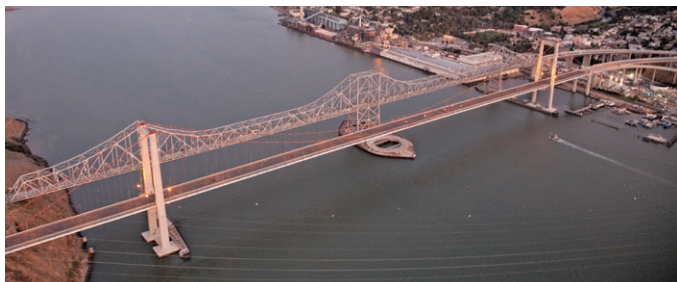
TOLL VIOLATION INFORMATION

The FasTrak system on the Bay Area bridges and express lanes is designed with toll violation enforcement equipment. A high-speed camera is mounted in each toll lane to capture a license plate image of vehicles that evade paying the toll. It is a violation of the toll evasion statutes under California Vehicle Code Section 23302 et seq. and Streets and Highways Code Section 30843 to fail to pay the established bridge toll. Pursuant to California Vehicle Code Section 40250 et seq., toll evasion violations shall be enforced by the issuance of notices of toll evasion violation, delinquent toll evasion and the imposition of civil penalties. For a schedule of toll evasion penalties, go to **www.bayareafastrak.org**.

Failure to respond to a first notice of toll evasion will result in a second notice. Failure to respond to the second notice will result in additional penalties and fees, as well as the referral of the amount due to a collections agency and/or the withholding of your vehicle registration by the California Department of Motor Vehicles.

If you are a Bay Area FasTrak customer and your account is in good standing at the time of the violation, you received the notice because the vehicle license plate was not listed on your account. To pay the toll amount and avoid paying the penalty, you must add the vehicle license plate number to your FasTrak account by visiting www.bayareafastrak.org or contacting the FasTrak Customer Service Center.

For the Golden Gate Bridge, failure to pay the bridge toll will result in the issuance of a Toll Invoice for the toll amount only. Failure to pay the Toll Invoice by the due date will result in the issuance of a first notice of toll evasion.



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Carquinez Bridge

APPLICATION AND LICENSE AGREEMENT

Please read this Application and License Agreement carefully. By opening a FasTrak® account and using the FasTrak® Toll Tag or FasTrak® Flex Toll Tag, you agree to the following terms:

General: This FasTrak® License Agreement ("Agreement") with the Bay Area Toll Authority ("BATA") and the Golden Gate Bridge, Highway and Transportation District ("District"), collectively referred to in this Application and License Agreement as "the Agencies," allows you to use the FasTrak® or FasTrak® Flex Toll Tag through toll lanes of the State-owned toll bridges in the Bay Area (Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland Bay, San Mateo-Hayward bridges), the Golden Gate Bridge, the Bay Area Express Lanes, and FasTrak® authorized parking facilities. Unless otherwise specified, FasTrak® and FasTrak® Flex Toll Tags are commonly referred to in this Agreement as Toll Tags. This Agreement accompanies and is part of each FasTrak® Application. Your submittal of a FasTrak® Application constitutes your acknowledgement and consent to the terms of this Agreement. This Agreement is a license only and the Toll Tag remains the property of BATA. FasTrak® will not issue a Toll Tag to any applicant until any and all outstanding toll violations of that applicant have been paid and any and all other Bay Area FasTrak® account balances are settled.

You agree to:

- Pay all the tolls charged to your FasTrak® account.
- Install and use the Toll Tag in accordance with instructions provided to you in your Toll Tag package.
- Obey all applicable laws, regulations, ordinances, and policies relating to the State-owned toll bridges, the Golden Gate Bridge, Bay Area Express Lanes and all other FasTrak® facilities while observing posted speed limits on all FasTrak® toll facilities.
- Set the self-declaration switch on your FasTrak® Flex Toll Tag in accordance with applicable laws, regulations, ordinances and policies prior to traveling on the Bay Area Express Lanes.
- Promptly review your statement and notify the FasTrak® Customer Service Center of any questions regarding charges. Charges not questioned within 30 days of notice will be deemed valid.

Report any changes to your name, mailing address, telephone number, vehicles, license plate numbers, and, if applicable, credit card number and expiration date when that new information is first known. (See contact information below). However, where a credit card number is associated with your account, the FasTrak® Customer Service Center will attempt to obtain an updated expiration date from BATA's credit card processing contractor before the credit card expires. If the attempt fails, you will be notified at the address listed on your account and requested to provide the updated expiration date. You remain liable for all tolls charged to the vehicle on your account until you have notified the Customer Service Center of any changes in vehicle ownership.

Interoperability with FasTrak® System: Your Toll Tag may be used to pay tolls on any Toll Facility bearing the FasTrak® logo, which presently includes the SR-241, SR-133, SR-73, SR-91, I-15, I-10, I-110, SR-125, Golden Gate Bridge, the seven State-owned toll bridges, and the Bay Area Express Lanes. If you drive on any FasTrak® Toll Facility in a vehicle with your Toll Tag, your Toll Tag will be read by that Toll Facility's electronic toll equipment, and a record of your transaction will be created. These tolls will be charged to your account in accordance with the rules, regulations and procedures of that FasTrak® Toll Facility. It is your responsibility to be aware of and comply with such rules, regulations, and procedures. If you use your Toll Tag on a FasTrak® Toll Facility, you agree to pay the tolls charged by that FasTrak® Toll Facility, whether billed by one of the Agencies or any other FasTrak® Toll Facility. You agree that the Agencies may share with the operator of such FasTrak® Toll Facility and its agents any information contained in this Application and License Agreement for purposes of processing and collecting tolls or penalties, and enforcing Agency policies.

Toll Tag Use at Eligible Parking Facilities: Your Toll Tag may also be used to pay parking fees at eligible parking facilities provided that you have not opted-out of the parking program and you have provided a valid credit card for your FasTrak® account.

Minimum Account Balances, Fees and Charges: You agree to maintain your prepaid toll account balance as described in this Agreement.

- If you select the credit card option, your account will be charged an initial prepaid balance of \$25 per Toll Tag. In addition, you authorize BATA to replenish your account by charging a minimum of \$25 or the higher average monthly usage to your credit card each time your toll account balance falls below your replenishment threshold (initially \$15).
- If you select the cash or check option, you agree to make a prepayment of \$50 per Toll Tag. In addition, you agree to make a minimum cash or check payment of \$40 each time your toll account balance falls below your replenishment threshold (initially \$30). You agree that such payment will be received by the Customer Service Center prior to your account reaching a zero balance.

- You agree that your replenishment amount and replenishment threshold are both subject to change based on your average monthly usage.
- If you select the credit card option, unless you opt out during the enrollment process, you are automatically opted-in to use your Toll Tag to pay parking fees at eligible parking facilities. Parking fees less than or equal to \$10 will be paid from your prepaid balance. You authorize BATA to charge your credit card for parking fees greater than \$10. If you select the cash or check option, you are not eligible to use your Toll Tag to pay for parking fees. You may opt-out of the parking program at any time by contacting the FasTrak® Customer Service Center at www.bayareafastrak.org and updating your account information.
- You agree that a \$25 fee may be charged to your account for checks returned by your bank or financial institution.
- You agree that BATA may charge a fee for providing extra statements. Please see our website for current fee amounts.
- You agree to waive all interest or benefits, if any, that may accrue on any prepaid balances or Toll Tag deposits.

Failure to maintain the required balance or properly maintain your account will result in transactions being processed as violations that are subject to fees, fines and penalties as provided by law. In addition, failure to maintain the required balance or properly maintain your account may result in closure of your account and, in the case of negative account balance, may result in collection actions for any unpaid balance.

Toll Tags:

- In addition to any prepaid account balance(s), you agree to pay a \$20 deposit for each Toll Tag licensed to you. BATA will refund the deposit without interest if you return the Toll Tag(s) in good working condition. No deposit shall be required for the first three Toll Tags issued to a credit card account. If you choose the credit card payment option, you agree that BATA may charge your credit card for the amount of the Toll Tag deposit(s) for each Toll Tag(s) not returned in good working condition.
- If a Toll Tag fails to operate for reasons other than abuse or improper use and is returned to the FasTrak® Customer Service Center, we will replace that Toll Tag at no charge.
- If a Toll Tag is lost or stolen, please call the FasTrak® Customer Service Center immediately by telephone at (877) 229-8655. You remain liable for all tolls charged to your Toll Tag until you have notified the Customer Service Center that your Toll Tag has been lost or stolen. In addition, you will be charged \$20 for each Toll Tag entrusted to your possession that has been stolen unless an official police report is provided.
- If you purchased your Toll Tag from a retail store, you agree that \$20 will be held as a deposit and the remaining balance of your purchase price will be available as prepaid tolls until the Toll Tag is registered. Upon registration using a credit card, the \$20 deposit will be applied to your prepaid toll balance. If registration is by cash/check, the \$20 will remain as a deposit. If you do not register your Toll Tag within seven (7) business days from first use, or if your prepaid toll balance becomes negative, the Toll Tag will become invalid/inactive and your tag deposit will be forfeited. Using an invalid/inactive Toll Tag will result in transactions being processed as violations that are subject to fees, fines and penalties as provided by law.

Termination: The Agencies may terminate this Agreement at any time and for any reason. If the Agencies request, or if you wish to terminate this Agreement, you must return all of the issued Toll Tag(s) to the FasTrak® Customer Service Center. Upon termination and your return of your Toll Tag(s), your toll account balance and Toll Tag deposit(s) (if paid in advance) will be refunded to you within thirty (30) days without interest by check or credit card, less any amounts owed to the Agencies, Bay Area Express Lanes Facilities, or other FasTrak® Toll Facility or parking facility. Following any termination, you remain responsible for payments owed under this Agreement. If your toll account balance is insufficient to cover outstanding charges, you will remain liable for all such amounts. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fines, or penalties, in accordance with applicable law and you may be subject to collection actions for any unpaid balance.

Changes: The Agencies reserve the right to change the terms of this Agreement and these policies at any time by providing written notice on the FasTrak® website at www.bayareafastrak.org. You will be deemed to have received such notice thirty (30) days after posting of that notice on the FasTrak® website. You agree to all changes when you use your Toll Tag after that date.

Release and Indemnity: You hereby release the Agencies and their directors, commissioners, officers, employees and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Toll Tag(s) issued to you. You agree that neither the Agencies nor their directors, officers, employees nor agents will incur

any obligation or liability for any such loss, damage or injury. Your sole and exclusive remedy against the Agencies will be replacement of any defective Toll Tag(s). You agree to indemnify, protect, and hold harmless the Agencies and their directors, commissioners, officers, employees, and agents from all liability for any loss, damage or injury to persons or property arising from or related to the use of the Toll Tag(s) issued to you.

Failure to Comply with any portion of this Agreement may result in your transactions being processed as violations under California Vehicle Code Section 40250 *et seq.* and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties, and unpaid violations may be referred to collection or result in the DMV withholding your vehicle registrations, as provided by law. BATA and the District reserve the right to debit your account for unpaid violations including fees and fines.

Personal Information Notice: Agencies' treatment of personally identifiable information is described in the Privacy Policy available at www.bayareafastrak.org and is consistent with Federal and State laws governing an individual's rights to privacy. Your disclosure of personally identifiable information related to this program is voluntary. Failure to provide the information requested may result in delays in the processing of your enrollment application or in providing updated account information. Personally identifiable information provided by you and any data developed as a byproduct of your use of the electronic toll collection program will not be made available to third parties except as described in our Privacy Policy. You retain the right to inspect all personally identifiable information pertaining to your account. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the FasTrak® Customer Service Center, along with your name, address, and account number.

Governing Law: This Agreement shall be interpreted in accordance with the laws of the State of California. If any term of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining terms.

Effective 7/1/15

FASTRAK® PRIVACY POLICY

The effective date of this Privacy Policy is December 15, 2010

Last Updated September 29, 2014

Overview

The Bay Area Toll Authority (BATA) is committed to ensuring customer privacy and security. Specifically: (1) BATA will not provide personally identifiable information ("PII") from FasTrak®, License Plate, or One-Time Payment Accounts (collectively referred to herein as "Accounts"), or, in the case of the Golden Gate Bridge, obtained as a result of a customer's use of post-paid license plate toll invoices to pay his or her tolls ("Invoices") to any third party without express customer consent, except as described in this Privacy Policy; (2) such PII will never be provided to advertisers for their use; and (3) BATA will maintain a secure environment for customer PII.

This Privacy Policy is intended to provide an understanding of how BATA handles PII collected by the FasTrak®, License Plate, or One-Time Payment Account programs or as a result of a customer's use of Invoices. Among other things, this policy explains the types of information collected from customers; the third parties with whom BATA may share this information; and the process by which customers are notified about material changes to this Policy.

BATA's contractor, Xerox State and Local Solutions, Inc. ("Xerox") operates the FasTrak® Customer Service Center ("CSC") on behalf of BATA. BATA oversees Xerox. FasTrak®'s terms and conditions <http://www.bayareafastrak.org/en/images/ApplicationandLicenseAgreement.pdf>, License Plate Account terms and conditions http://www.bayareafastrak.org/en/images/LP_LicenseAgreement.pdf, and One-Time Payment Account terms and conditions <http://www.bayareafastrak.org/en/images/One-TimePaymentAgreement.pdf> notify customers that by enrolling in the FasTrak® Account, License Plate Account, or One-Time Payment Account programs and using the system, the customer is allowing BATA, its contractor, Xerox, and other third parties referenced herein, to process PII according to the provisions set forth in those documents and this Privacy Policy.

Definitions (The following definitions apply):

Personally Identifiable Information (PII): PII identifies or describes a person or can be directly linked to a specific individual. Examples of PII include but are not limited to: a person's name, mailing address, business name, alternate contact information, e-mail address, fax number, toll tag number(s), Account number(s), license plate number(s) and state(s) of registration, vehicle make(s), model(s), year(s), telephone number(s), credit-card number(s), security code(s) and expiration date(s), and Travel Pattern Data.

Travel Pattern Data: A FasTrak® customer's toll tag number or License Plate or One-Time Payment Account customer's license plate number, as appropriate, is collected, in addition to the number of vehicle axles, as he or she drives through a toll booth to record the transaction and calculate the toll. The tag number, or license plate number, in conjunction with the toll booth location constitutes a customer's Travel Pattern Data. For those customers using Invoices for payment, Travel Pattern Data is collected the same way as for License Plate or One-time Payment Accounts. For those FasTrak® customers who participate in the San Francisco International Airport (SFO) Parking Program, the dates and times when the customer enters and exits the SFO Parking Garage through a FasTrak® equipped entry and exit lane as well as the specific parking garage utilized also constitute Travel Pattern Data.

Aggregate Data or Aggregate Information: Aggregate data or information is statistical information that is derived from collective data that relates to a group or category of persons from which PII has been removed. Aggregate data reflects the characteristics of a large group of anonymous people. BATA may use aggregate data and provide aggregate data to others for such things as generating statistical reports for the purpose of managing program operations for Accounts and Invoices.

FasTrak® Account: A FasTrak® Account is an account that uses toll tags for toll payment. Such accounts are established prior to trips and have a balance prepaid by credit card, check or cash. Upon crossing the toll plaza, the toll is deducted from the pre-paid balance.

License Plate Account: A License Plate Account is an account for which tolls are paid based on the vehicle's license plate number. Such accounts are established prior to trips and are backed by a valid credit card or with a balance prepaid by check or cash. Upon crossing the toll plaza, the toll is charged to the credit card or deducted from the pre-paid balance.

One-Time Payment Account: A One-Time Payment Account is similar to a License Plate Account, but is limited in duration and requires a minimum payment of one toll trip.

Account or Accounts: Refers to FasTrak®, License Plate, and One-Time Payment Accounts together.

Post-paid License Plate Toll Invoices ("Invoices"): For those patrons who do not pre-establish a FasTrak® Account, License Plate Account, or a One-Time Payment Account, a toll invoice will be sent to the vehicle's registered owner. Invoices, as a mechanism for paying tolls, are used on the Golden Gate Bridge only.

Collection of Personally Identifiable Information

BATA collects PII, including some or all of the following during the Account registration process: name, business name, mailing address(es), e-mail address, telephone number(s), fax number, signature (electronic or hard copy), license plate number(s) and state(s) of registration, vehicle make(s), model(s), year(s), credit card number(s), expiration date(s), and security code(s). After registration and a FasTrak® toll tag has been assigned to a customer or a License Plate or One-time Payment Account has been associated with a license plate number, the toll tag or license plate number, as applicable, and Travel Pattern Data is collected as a customer drives through a toll booth to record the transaction. If a customer uses Invoices for payment (Golden Gate Bridge only), that customer's license plate number and Travel Pattern Data is collected as he or she drives through a toll booth to record the transaction. BATA then obtains the identity of the vehicle's registered owner and address for purposes of mailing an invoice to collect the toll.

How BATA uses Personally Identifiable Information

BATA uses the PII provided in order to effectively and efficiently process enrollments, manage accounts, collect payments, respond to questions, send customer e-mails about Account and Invoices program updates, provide information regarding significant changes to this Privacy Policy, and otherwise communicate with customers.

BATA may also obtain information about a customer from other sources, such as the California Department of Motor Vehicles ("DMV"), to pursue unpaid amounts due or to send an invoice to a customer paying tolls through Invoices. In addition, where a credit card number is associated with a customer's FasTrak® Account, BATA, through its CSC Contractor, will attempt to update the expiration date before the credit card expires by obtaining such information from BATA's credit card processing contractor. Further, if you participate in the SFO Parking Program, BATA obtains the dates and times when the customer enters and exits the SFO Parking Garage through a FasTrak® equipped entry and exit lane as well as the specific parking garage utilized from SFO.

PII is only utilized as described in this Privacy Policy.

Third Parties with Whom BATA May Share Personally Identifiable Information

BATA may share PII with the Golden Gate Bridge Highway and Transportation District for the purpose of managing FasTrak® and other electronic toll collection operations (i.e. License Plate Accounts, One-Time Payment Accounts and Invoices). BATA may also share PII with other toll agencies within the State of California for the purpose of managing FasTrak® operations. If you participate in the

SFO Parking Program to pay parking fees, BATA will share your FasTrak® toll tag number with SFO for the purpose of operating the SFO Parking Program. In addition, BATA may share PII with SFO as necessary to resolve customer disputes.

In addition, BATA hires third-party service providers for the purpose of operating the FasTrak® and other electronic toll collection programs referenced above, such as managing Accounts, collecting revenues due, and providing remote walk-in locations at which FasTrak®, License Plate, Account, One-time Payment Account, and Invoices customers can pay tolls in cash. The CSC Contractor, Xerox, which may need to share PII with subcontractors to enable credit card processing and mailing services, is one such service provider. These contractors are provided only with the PII they need to deliver the services. BATA requires the service providers to maintain the confidentiality of the information and to use it only as necessary to carry out their duties under the FasTrak® and other electronic toll collection programs mentioned in this Privacy Policy.

Besides these entities, PII will not be disclosed to any other third party without express customer consent, except as required to comply with laws or legal processes served on BATA.

Retention of Personally Identifiable Information

BATA, through its CSC Contractor, Xerox, shall only store the PII of a customer that is necessary to perform account functions such as billing, account settlement, or enforcement activities. All other information shall be discarded no more than four years and six months after the closure date of the billing cycle and the bill has been paid, including resolution of all toll violations, if applicable. BATA, through its CSC Contractor, Xerox, will discard all account information, including PII, no later than four years and six months after the date an account is closed or terminated and all outstanding amounts due are paid, including resolution of all toll violations, if applicable.

Security of FasTrak® Personally Identifiable Information

BATA is committed to the security of customer PII. BATA, together with its CSC Contractor, Xerox, stores the PII provided by customers on computer servers that are located in secure, controlled facilities. Servers are designed with software, hardware and physical security measures in place to prevent unauthorized access.

Access to PII is controlled through the following administrative, technical, and physical security measures. By contract, third parties with whom BATA shares PII are also required to implement adequate security measures to maintain the confidentiality of such information.

Administrative:

- Access to PII is limited only to certain operations and technical employees for limited, approved purposes based on their specific work responsibilities.
- Privacy and security training is required for employees with access to PII, upon hire. In addition, regular periodic refresher training is required for those employees.

Physical:

- Physical access to internal BATA servers is restricted to authorized technical personnel.
- Data center access to approved technical personnel is restricted via photo/passcode authentication, and other security protocols.

Technical:

- FasTrak® network perimeters are protected with firewalls.
- FasTrak® databases are implemented to ensure PII is segregated from Aggregate Information.
- Storage of PII is encrypted.
- Electronic connections to and from the FasTrak® website is encrypted.
- Internal and external audits of perimeter and software code security are conducted.
- Employees' use of customer databases is monitored, and records of access to PII are maintained.
- Electronic communications containing PII are transmitted via encrypted channels.

In addition to BATA's policies and procedures implementing PII security, the customer must also do such things as safeguard passwords, PINs, and other authentication information that may be used to access Accounts. Customers should not disclose authentication information to any third party and should notify BATA of any unauthorized use of their passwords. BATA cannot secure PII that is released by customers or PII that customers request BATA to release. In addition, there is a risk that unauthorized third parties may engage in illegal activity by such things as hacking into BATA's security system or the CSC Contractor, Xerox's, security system or by intercepting transmissions of personal information over the Internet. BATA is not responsible for any data obtained in an unauthorized manner.

Please note that the CSC Contractor, Xerox, will never ask customers to provide or confirm any information in connection with Accounts, such as credit card number, toll tag number, or other PII by email, unless the customer is logged into the secure FasTrak® customer website. If a customer ever has any doubt about the authenticity of an email regarding Accounts, the customer should open a new web browser, type in www.bayareafastrak.org, click on "my Account," log into his or her account, and then perform the requested activity.

Account access and controls

Creating a FasTrak® Account, License Plate Account, or One-time Payment Account is at the customer's discretion. The account information consists of PII such as name, business name mailing address(es), email address, telephone number(s), fax number, signature, license plate number(s) and state(s) of registration, vehicle make(s), model(s), year(s), and credit card number(s), expiration date(s) and security code(s). Account creation forms indicate where information is optional.

Customers can review and update PII at any time. Customers are able to modify any required account information (other than name), as well as modify, add, or delete any optional account information by signing into their account or calling the CSC to edit the account profile. Account customers can also update their PII by electronically submitting a comment form found on the "Contact Us" page at www.bayareafastrak.org or by telephoning the CSC at (877) BAY-TOLL or 1-877-229-8655. PII can also be reviewed and edited online as discussed below under "Updating Personally Identifiable Information."

Customers can close their account at any time by submitting a completed account closure form. (link to https://www.bayareafastrak.org/en/images/account_closure.pdf). All account information will be deleted no later than 4 years and 6 months after the account is closed or terminated and all outstanding amounts due are paid, including resolution of all toll violations, if applicable.

Aggregate Data

BATA may combine the PII provided by customers in a non-identifiable format with other information to create Aggregate Data that may be disclosed to third parties. Aggregate Data is used by BATA for such things as improving the FasTrak® and other electronic toll collection programs referenced in this Privacy Policy and for the marketing of those programs. Aggregate Data does not contain any information that could be used to contact or identify individual customers or their accounts. For example, BATA may inform third parties regarding the number of FasTrak® accounts within a particular zip code. BATA requires third parties with whom Aggregate Information is shared to agree that they will not attempt to make information personally identifiable, such as by combining it with other databases.

Cookies

The FasTrak® website (www.bayareafastrak.org) stores "cookies" on the computer systems of users of the website. Cookies are small data elements that a website can store on a user's system. The cookies used by the FasTrak® web site facilitate a customer's use of the website (e.g. by remembering login names and passwords until a session has ended). The FasTrak® web site does not require that users of the website accept these cookies. Also, the FasTrak® web site does not store "third party" cookies on the computer systems of users of the website.

Once you leave the FasTrak® website, the privacy policy of other web sites you visit or link to from the FasTrak® website should also be reviewed to understand how these external sites utilize cookies and how the information that is collected through the use of cookies on these websites is utilized.

BATA does not knowingly engage in business with any company or vendor that uses Spyware or Malware. BATA does not market detailed information collected from web sessions that can be directly tied to personal information. Further, BATA does not provide customers with downloadable software that collects or utilizes any PII.

Externally-Linked Websites

The FasTrak® website contains links to third-party websites operated by entities that are affiliated with FasTrak®. These web links may be referenced within content, or placed beside the names or logos of the other entities. BATA does not disclose PII to these third-party websites.

WARNING: Once you enter external websites (whether through a service or content link), BATA is not responsible for the privacy practices of those other websites. Please review all privacy policies of external websites you visit from links on the FasTrak® website, before using or providing any information to such other websites.

Updating Personally Identifiable Information

PII can be reviewed and edited online at <https://www.bayareafastrak.org/vector/account/home/accountLogin.do>. The FasTrak® website uses functions that have the ability to collect and store self-reported data. These functions enable customers to revise, update or review information that has been previously submitted by going back to the applicable function, logging-in and making the desired changes. In addition to this method, FasTrak® Account and License Plate Account customers who have not registered online may update their PII by electronically submitting a comment form found under the "Contact Us" Bar of the FasTrak® website to the CSC or by telephoning the CSC at (877) BAY-TOLL or 1-877-229-8655.

Complaints or problems regarding updating peronal information should be submitted via the comment form. The FasTrak® CSC will either resolve the issue or forward the complaint to an appropriate BATA staff member for a response or resolution. BATA strives to answer all queries within 48 business hours, but it may not always be feasible to do so.

If an adequate resolution is not received, please contact BATA's Privacy Officer at:

Bay Area Toll Authority

Attn: Privacy Officer

101 8th Street, Oakland, CA 94607

Or e-mail: **privacyofficer@mtc.ca.gov**

Or call: **(510) 817-5700**

Changes to this Privacy Policy

Material Changes — BATA will inform customers if material changes are made to this Privacy Policy, in particular, changes that expand the permissible uses or disclosures of PII allowed by the prior version of the Privacy Policy. If BATA makes material changes to this Privacy Policy, BATA will notify customers by means of posting a conspicuous notice on the FasTrak® website that material changes have been made.

Immaterial Changes — BATA may also make non-substantive changes to the Privacy Policy, such as those that do not affect the permissible uses or disclosures of PII. In these instances, BATA may not post a special notice on the FasTrak® website.

If BATA decides to make any change to this Privacy Policy, material or immaterial, BATA will post the revised policy on the FasTrak® website, along with the date of any amendment.

BATA reserves the right to modify this Privacy Policy at any time, so the policy needs to be reviewed frequently by customers.

When BATA revises the Privacy Policy, the “last updated” date at the top of the Privacy Policy will reflect the date of the last change. We encourage customers to review this Privacy Policy periodically to stay informed about how BATA protects the security of PII collected for the FasTrak®, License Plate Account, One-Time Payment Account, and Invoices Programs. Continued use of the Accounts or, for the Golden Gate Bridge only, use of Invoices to pay tolls, constitutes the customer's agreement to this Privacy Policy and any updates.

E-mails Sent to BATA

This Privacy Policy only applies to PII that you send to the CSC, PII that you provide to the CSC in connection with creation and maintenance of a FasTrak® Account, a License Plate or One-Time Payment Account, or PII that BATA obtains in connection with a Golden Gate Bridge customer's use of Invoices to pay tolls. This Privacy Policy does not apply to other web-based content or personal information that is transmitted directly to BATA. Please do not send PII in an email directly to BATA, if you want to keep content or data private.

Contact information

BATA welcomes your comments on this Privacy Policy. Also, if there are questions about this statement, please contact the BATA Privacy Officer at the address, e-mail or phone number listed above.

History of Changes to Privacy Policy

- March 3, 2004..... Privacy Policy Established
- July 28, 2004 Revisions to Privacy Policy
- May 25, 2005..... Revisions to Privacy Policy
- September 24, 2008..... Revisions to Privacy Policy
- December 15, 2010..... Revisions to Privacy Policy
- January 6, 2011 Revisions to Privacy Policy
- January 23, 2013 Revisions to address License Plate Accounts, One-Time Payment Accounts and use of Post-paid License Plate Toll Invoices, update name of CSC Contractor, and make other clarifications
- May 21, 2014..... Revisions to address obtaining updates to credit card expiration dates from BATA's credit card processing contractor for FasTrak® Accounts, to delete Other Uses of FasTrak® Account Toll Tag Data for 511 Driving Times Service as this use no longer exists, and to make other clarifications
- September 29, 2014..... Revisions to address SFO Parking Program

For Easy Reference:

FasTrak Account Number _____

FasTrak Toll Tag Number _____



Bay Area FasTrak Customer Service Center

1-877-BAY-TOLL (1-877-229-8655)

www.bayareafastrak.org

Outside the United States: 1-415-486-8655

Send correspondence to:

P.O. Box 26926

San Francisco, CA 94126

Visit us at:

62 First Street

San Francisco, CA 94105



***A partnership between the Bay Area Toll Authority, the
California Department of Transportation, and the Golden
Gate Bridge Highway and Transportation District***

March 2015