

MACKINAC BRIDGE AUTHORITY

N415 I-75 • ST. IGNACE, MICHIGAN 49781 • 906-643-7600 • FAX: 906-643-7668

DEBIT ACCOUNT AGREEMENT

These terms and conditions, along with your application, account information, supporting documentation, and subsequent amendments, constitute this Debit Account Agreement, made and entered into by and between you and the Mackinac Bridge Authority, a component unit of the State of Michigan. Pursuant to the terms of this agreement, the Mackinac Bridge Authority, hereafter termed "MBA", agrees to provide you, the account holder, with a debit card or cards to allow for the electronic payment of tolls, fees and other charges from your prepaid debit account in consideration for the use of the Mackinac Bridge and its services. This agreement will become binding upon both parties when submitted by you to the MBA and will remain in effect until terminated by either party.

ACCOUNT INFORMATION - You agree that all information provided to the MBA is correct and may be verified and investigated by the MBA. You agree to inform the MBA in writing of any change to the account information previously provided by you or on your behalf. The MBA will assign an account identification number unique to your account.

DEBIT CARDS - The MBA will issue the number of cards requested on your application. Each debit card will use your MBA Debit Account identification number and be assigned an individual card number. Debit cards are assigned to only one account and are not transferable. Additional cards will be issued upon your written request. Custody, care, security, and assignment of individual debit cards are your responsibility and not the responsibility of the MBA. Upon your written request, the MBA will invalidate any or all of the cards assigned to your account. From time to time the MBA may update cards by issuing new cards or by some other means. You are responsible for ensuring that all cards issued are updated as instructed by the MBA. The MBA reserves the right to refuse to honor any card not updated.

CARD FEES - Your MBA Debit Account will be charged a one-time card production fee of five dollars (\$5.00) for each card issued. Defective cards will be replaced free of charge upon exchange of the card being replaced.

LOST OR STOLEN CARDS - You are responsible for all charges made with the debit cards issued for your account. Lost or stolen cards must be reported immediately to the MBA. As soon as possible, the MBA will invalidate all cards reported as lost or stolen and will attempt to refuse to honor lost or stolen cards. However, the MBA may hold you responsible for authorized and unauthorized use of cards prior to recovery. The MBA will re-validate these cards upon your written request. The MBA does not charge a fee for the invalidation and re-validation of cards.

ACCOUNT BALANCES - You agree to be financially responsible for all tolls, fees, and charges assessed to you by the MBA. You agree to estimate the cost of your Mackinac Bridge crossings over a six week period and to initially deposit the amount of that estimate to your MBA Debit Account. You further agree to make the additional deposits necessary to maintain an average balance in your account equal to your actual cost of tolls over a four week period. It is your responsibility to ensure that adequate funds remain on deposit. Account balances will be provided to the customer upon request. At no time, will you allow your account balance to fall below fifty (\$50.00) dollars. Should this happen, your account will become "flat" and your Debit Cards will become inactive, prohibiting any further charges to your account until subsequent deposit of the required funds. If you allow your account balance to be "drawn down" to the point of becoming "flat" on two or more separate occasions within a one year period, your account may be closed. Reinstatement of your account privileges may occur at the MBA's discretion upon re-application, deposit of the required funds, and adequate assurance that you will abide by the terms of this Agreement.

DEPOSITS - Deposits may be made in cash or by check in United States funds. **If depositing by check, you agree to write your MBA Debit Account identification number on your check.** Deposits made in Canadian funds may be returned or exchanged for its equivalence in U.S. funds at the rate established by the MBA at the time of deposit. Checks are to be made payable to "Mackinac Bridge Authority". Receipts for funds deposited will be issued upon request. A \$200.00 minimum deposit is required.

Checks will only be accepted for deposit if the account name on your check is on the MBA's approved check acceptance list. To get on this list, the bank upon which your check is drawn must submit a letter on their letterhead indicating that your checking account is currently, and has been, in good standing with them. Once this letter is received by the MBA, the account name on your check will be added to the approved check acceptance list. This checking account name will remain on this list unless the MBA experiences any problems with this checking account including, but not limited to, a check returned NSF. If any problem occurs, the MBA may remove the checking account name from the approved list, at which time you will be allowed to make deposits by cash only. The MBA may remove your checking account name from the approved list if the MBA receives no checks drawn on this account within a two year period.

You acknowledge that a "returned check" fee of twenty-five (\$25.00) dollars will be charged to you for all returned checks. Should an overdraft occur, you agree that any overdraft amount and "returned check" fee may be deducted from your MBA Debit Card Account.

DEBIT CARD USE - You agree that you, your employees, agents, and card users will abide by the rules, policies and procedures established by the MBA for debit card use. To use the debit card as payment for vehicle tolls, the driver of the vehicle must come to a complete stop at the toll booth and give the debit card to the toll collector. The MBA will not verify that the patron presenting your MBA Debit Account card has your authorization to use the card. The collector will classify the vehicle according to established MBA vehicle classification standards. The vehicle classification will be displayed on the patron display along with the toll charge. The collector will record the card information and return the card to the driver. Toll receipts will be issued at the time of transaction upon request. You agree that the collector may retain your debit card if it has been reported as being lost or stolen, or if the card is determined by the collector to be defective.

ACCOUNT ADJUSTMENTS - You agree that the MBA may make adjustments to your MBA Debit Account based upon deposit or use

discrepancies determined by the MBA during the toll revenue audit of daily transactions or by discrepancies determined by the account manager. Adjustments will be identified on your monthly statement.

MONTHLY STATEMENTS - You will be mailed or emailed a monthly statement showing your account activity after completion of the daily audits and month-end account reconciliations. This statement will show your Debit Account balance at the beginning of the month, the date and time of any deposit, charge, and adjustment applied to your account throughout the month, your month-end account balance, and your actual balance as of the statement date. You agree to submit to the MBA Debit Account Manager in writing, at N415 Interstate 75, Saint Ignace, Michigan 49781, any dispute of the information reported on your statement or with your account balance within sixty (60) days of receipt of your statement in dispute. You agree to allow the MBA's Chief Financial Officer to settle all disputes. Account information requests are to be directed to the MBA Debit Account Manager by calling 906-643-7600.

ACCOUNT CLOSURE - You agree that the MBA will close your MBA Debit Account upon the termination of this agreement. You further agree that the MBA may close or "freeze" your account if you have no transactions with your MBA Debit Account within a two year period. "Freezing" your MBA Debit Account temporarily invalidates your cards and requires you to request the re-validation of your cards in writing. You may request that your account be "frozen" at any time. You will be notified in writing by the MBA if the MBA closes or "freezes" your account. You may close your account at any time by notifying the MBA in writing via fax or mail. Upon account closure, your debit cards will be invalidated. Upon notice of account closure, you agree to return all MBA Debit Account cards issued you.

TERMINATION - You agree that the MBA may terminate this agreement at any time and for any reason. You shall be entitled to a refund of any remaining amounts on deposit with the MBA after all costs, tolls, and fees have been paid under this agreement. Refund of amounts remaining on deposit will be paid by check and mailed to the account holder's address. You will remain liable for any outstanding charges, tolls or fees charged to your account

APPLICABLE LAWS - This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. You agree to obey all applicable state laws and state and MBA traffic rules and regulations and applicable FCC regulations.

SYSTEM WARRANTY - Except as otherwise provided herein, you agree and acknowledge that the MBA has no obligation or liability to you with respect to your use, or the performance of, the MBA Debit Account system. The MBA expressly disclaims any representation or warranty, expressed or implied, including without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity with models, samples or industry standards.

VENUE - You agree to waive any and all privileges and rights relating to venue in regards to any legal action related to this agreement instituted by either party hereto. Venue shall be chosen by the MBA.

INDEMNITY - You agree to indemnify, defend, and hold harmless the MBA, its agents, officers, employees, the Michigan Department of Transportation and the State of Michigan from against any and all claim, charge, damage, loss, cost, expense or liability relating to, arising from, or as a result of your use or the performance of the MBA Debit Account system. You agree to pay any costs, including reasonable attorney fees, incurred by the MBA to enforce the terms of this agreement.

SEVERABILITY - You agree that if any part, term or provision of the agreement is held by the courts to be illegal or in conflict with any law of the State of Michigan, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held invalid.

WHOLE AGREEMENT - You agree that this agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. You agree that the MBA reserves the right to change the terms of this agreement at any time upon written notice to you.

ASSIGNMENT - You agree not to assign or transfer the obligations or the benefits of this agreement without the express written consent of the MBA.

The undersigned confirms that he/she is duly authorized to sign on behalf of the account holder and that the information provided on the MBA Debit Account application is accurate, and agrees to all the terms and conditions stipulated within this agreement.

Account Name: _____ Authorized Signature: _____

Date: _____ Print Name: _____