

NORTHWEST PARKWAY TERMS OF USE

1. STATUTORY AND CONTRACTUAL OBLIGATIONS FOR TERMS OF USE

Use of the tollway creates a statutory obligation to comply with the Terms of Use, including liability on the part of the registered owner of the vehicle for payment of tolls and other charges, of the Northwest Parkway, LLC (the Parkway), under C.R.S. 43-4-506.5 or other applicable authority. Use of the tollway also creates a binding contract with the Parkway and signifies agreement to abide by the Terms of Use. Signs posted at each entrance to the Parkway provide drivers notice that they are entering a toll road and therefore are subject to the rules, regulations and policies of the Northwest Parkway. It is impractical and impossible to provide drivers a complete and coherent list of all the applicable rules and regulations for use of the toll road much the same as it is impossible for the State of Colorado to put up signs on every road spelling out the specific laws applicable to driving on public roads. It is the responsibility of the driver to contact the Parkway regarding, or to otherwise research, the rules, regulations and fees applicable to the use of the tollway, prior to using the tollway. If the person fails to do so, under Colorado law they nonetheless are required to comply with, and they consent to, the terms and conditions established by the Parkway for the use of the tollway. . The obligations arising from a vehicle's use of the tollway can be enforced under either the statutory requirements or the contract, or both. The term "customer" as used herein shall include the registered owner of a vehicle.

2. GO-PASS ACCOUNTS

To provide our customers with the greatest convenience GO-PASS™ services allows the consolidation of their bills into one single account. Registered GO-PASS™ customers can setup and manage their account by adding as many vehicles as they want. This way it's easier to keep track of the payments with the Parkway. Registered GO-PASS™ customers will receive one, easy-to-read bill each month that itemizes the details of each of their license plates. Your account will only be charged when a vehicle registered on the account travels the Parkway and incurs a toll. The Parkway will also bill directly to ExpressToll for those customers who do not have a Registered GO-PASS™ account but who have a valid ExpressToll transponder. For plates not included on a Registered GO-PASS™ account or captured with an active ExpressToll transponder, the Parkway will create a Regular GO-PASS™ account associated with the license plate imaged using the tollway. The license plate is reported to the DVM for identification of the registered owner name and address for purposes of billing.

3. RESPONSIBILITY FOR TOLL CHARGES

The customer who signs up the Registered GO-PASS™ account is responsible for all toll charges assessed against the account until the account is closed. If the customer named on a Registered GO-PASS™ (or ExpressToll account) is not the registered owner of the vehicle, the registered owner is also responsible, jointly, and severally, with the individual who created the Registered GO-PASS™ account, and therefore is also considered a customer. A schedule of tolls, penalties, fees, and other charges can be found at <http://www.northwestparkway.org/tolls.html#Rates>. If any change to the account occurs, it is important for the customer to notify the GO-PASS™ service center immediately by calling locally at 303-926-2500 or simply going on-line www.go-pass.com to update their account. For a Regular GO-PASS™ account, the vehicle's registered owner is the customer responsible for all toll charges assessed against the account until the account is paid and the owner is removed from the vehicle's registration. If the responsible party or parties do not pay the outstanding balance within the time indicated on the bill the Parkway will pursue all legal remedies available against the responsible party or parties and will charge all amounts due on the account as well as fees (including attorney's fees), penalties, charges, costs (including court costs) and interest occasioned by non-payment of due amounts and any related collection efforts. Toll evasion may also be prosecuted as theft of service.

Although, from time to time, multiple account numbers may be assigned to multiple plates for ease of management, any and all GO-PASS™ accounts associated with a single customer, including a single registered owner, constitute a single open account for purposes of C.R.S. 13-80-108(5), which provides that the statute of limitations to enforce a series of transactions begins to run upon the last transaction in the series. By election to use the Parkway, the responsible parties waive any defense against the application of this statute to all transactions, and agree that any partial payment made may, at the election of the Parkway, be allocated first to the oldest transactions in the account(s).

Registered GO-PASS Auto-Bill customers and valid ExpressToll transponder holders (each an “auto-pay account”) might still have transactions billed to a Regular GO-PASS™ account, and remain responsible for any transactions not charged to their auto-pay accounts. This may occur for many reasons, including but not limited to: the auto-pay account has become delinquent or has been closed, a temporary plate or permanent plate is not included on the auto-pay account, or the transponder is not functional or otherwise is not read by a Parkway toll facility.

4. NOTICES

For Registered GO-PASS™ Auto-Bill and Regular GO-PASS™ accounts, the Parkway creates monthly billing statements, by plate, available for review and payment online at any time. The Parkway will also send physical billing statements on the schedule described in the billing section of the website <http://www.nwpsy.com/gopass.html#Billing>, to the registered address as reported by the DMV at the time of the first transaction on a Regular GO-PASS™ account. **It is not the responsibility of the Parkway to ensure delivery or receipt of physical billing notices.** Notice of the account and the obligation of the registered owner to pay is accomplished by operation of law and by signage placed at each entrance to the Parkway. Billing statements are available at all times for review and payment, prior to the due date, through the website. The Parkway stops mailing physical billing statements once accounts become delinquent and are referred to Collections, to avoid additional mailing costs.

5. DISPUTED ACCOUNTS, EFFECT OF NON-PAYMENT

Should a dispute occur over a toll charge, the GO-PASS™ service center will provide the customer, at the customer's request, an itemized statement listing the disputed transaction(s). Monthly statements are optional and can be requested to be emailed to the customer. A mail fee will be charged to the customer's GO-PASS™ account for mailed statements.

If you fail to pay the invoiced amount on your account, the credit or debit card charge is rejected, or the account given is no longer valid, it is agreed that the Parkway may terminate your account and seek all available remedies to collect the outstanding balance. Continued use of the Parkway after such termination may be treated as a toll violation subject to applicable fees and fines as established by the Parkway. If for any reason your account is delinquent, your payment is declined or the account is not valid, you hereby agree that you are liable until said fees and fines are paid.

6. CLOSING A GO-PASS™ ACCOUNT

To close a GO-PASS™ account, the customer must notify the GO-PASS™ service center. Until such notification, the customer shall be responsible for all tolls and charges incurred by the registered vehicle(s) associated to that account. The Parkway may separate the GO-PASS™ account into individual bills for each account holder, at its sole discretion, at any time, and without notice to you. In either of the above cases, each account holder will continue to be responsible for payment of all outstanding amounts owing on GO-PASS™, individually and collectively, prior to the date of the individual bills. If an outstanding balance remains after termination of the GO-PASS™ account, and if your account is pre-authorized for payment, the Parkway may charge your

credit card or debit your bank account for such balance. If a balance remains on an account and if the customer requests a refund, such refund shall be made within 45 days and is subject to a handling and postage charge as established by the Parkway. The refund amount shall be subject to deduction of any tolls or charges outstanding or incurred at the time of such refund request or prior to the issuance of a refund as such fees are put in place by the Parkway and as changed from time to time. Funds left on account with the Parkway in excess of 360 days without activity may be subject to maintenance fees and the Colorado Unclaimed Property Act for final disposition.

7. CUSTOMER NOTIFICATION RESPONSIBILITIES

Notify the GO-PASS™ service center immediately or use the on-line page www.go-pass.com to update the account (change mailing address and/or phone number, and automobile registration or license plate change). Notify the GO-PASS™ service center immediately if your credit card has been lost or stolen, the expiration date changes, your credit card limit has been reached, the credit card account has been closed, or the account number or issuing bank changes. Failure to notify the GO-PASS™ service center of any change in your license plate or vehicle registration may result in an additional fee assessed to your GO-PASS™ account (Update-Account fee). The Parkway will apply and charge the Regular GO-PASS™ toll rate and fees for all tolls associated with vehicles not listed on a customer's Registered GO-PASS™ account.

8. MISCELLANEOUS

Registered GO-PASS™ communications from the Parkway will be addressed to the registered account holder and may be sent by mail (where delivery is considered effective five (5) days after mailing) or by email or other electronic means (where delivery is considered effective on the same day). Regular GO-PASS™ communications from the Parkway, if any, will be addressed to the vehicle's registered owner and sent by mail (where delivery is considered effective five (5) days after mailing). These Terms of Use and other policies and terms contained on the Parkway website are subject to change at any time. Changes are effective on the sooner of (a) 10 days after the effective date of mailed or electronically-delivered notice, or (b) your use of the tollway after the changes are reflected in these Terms of Use or elsewhere on the Parkway website. The customer is responsible to pay all reasonable charges, fees, and costs, including court costs and attorney's fees, incurred by the Parkway or its attorneys to enforce these Terms of Use. Promptly review your statement and notify the GO-PASS™ service center with questions regarding any GO-PASS™ charges. Charges not questioned within thirty (30) days of the GO-PASS™ service center's notification to the customer will be deemed to be accepted by the customer. Upon first usage of the Parkway, with or without signing up for a Registered GO-PASS™ account, the customer is bound by all terms, provisions, and conditions of these Terms of Use. GO-PASS™ reserves the right to close an account or deny use of GO-PASS™ Auto-Bill service for any reason.

9. DISCLAIMER

Northwest Parkway utilizes modern, industry-standard encryption technology in transmitting and receiving payment account information. Transmitted data are encrypted in transit, both from the customer's computer to the server and from the server to the Parkway's computer. The Parkway and its contractors make all reasonable effort to secure data transmitted to it. We cannot definitively exclude the possibility that our server could be accessed by unauthorized intruders. We therefore offer no guarantee whatsoever that any data stored on our server are immune to unauthorized access, and we accept no responsibility whatsoever for damages arising from compromised encryption on our servers. We advise all of our users to delete data that are unlikely to be of future use. This disclaimer is expressly incorporated into and is a condition to the use of this website and the GO-PASS™ account by customer.

10. PRIVACY POLICY

The Northwest Parkway LLC (NWP) respects the privacy of patrons who have provided personal information to open and maintain GO-PASS accounts.

GO-PASS customer information is currently limited to parties who require access to perform GO-PASS processing functions. In some instances, information may be used for the following purposes:

- With law enforcement agencies conducting criminal investigations as required by law.
- In accordance with subpoenas or court orders.
- In connection to the toll collection and enforcement process.
- In summary form (i.e. not specific to any individual customer) for individuals or organizations.

We **DO NOT** sell or share our GO-PASS customer data with outside marketers. We **DO NOT** provide specific customer account or activity data to other organizations except as required by law and for toll collection and violation enforcement.

Please refer to the website of EXpressToll for the privacy policy as it relates to EXpressToll accounts.

How Do We Use Your Information?

NWP treats all submitted information confidentially. Customer information is accessed only when required for GO-PASS business purposes.

Data obtained from you will be routinely used for the following purposes:

- Establish and maintain your GO-PASS account information.
- Maintain your account balance.
- Process toll payments and any administrative fees electronically.
- Notify you of changes in your account status.
- Provide you with periodic statements about activity in your account.
- Collect and enforce toll payments.

Your Consent:

By using the Parkway, this website, the GO-PASS processes, and payment services, you consent to the collection and use of all submitted information by Northwest Parkway LLC. If changes are made to this privacy policy, NWP will post such changes or a revised privacy policy on this page.

Contact Us:

If you have any questions or comments about this privacy policy, please feel free to contact us by e-mailing us at: support@go-pass.com.

11. ADDITIONAL TERMS OF USE

If you are under 18, you may use our website only with the permission or involvement of your parent or legal guardian. This site is provided "as is" and "as available". We make no representations or warranties of any kind, express or implied, as to the operation of this website or the content, materials or products included on the site, or the operation of the site. To the full extent permissible by applicable law, we expressly disclaim all warranties, express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement. We do not warrant or make any representations regarding the content of this site in

terms of how current it is, its accuracy, or its completeness. In no event shall Northwest Parkway LLC, its parent companies, affiliates, officers, employees, or directors be liable for any direct, indirect, incidental, special, exemplary, punitive, or consequential damages (including without limitation, loss of use, lost profits or lost data) arising from the use of this site. You expressly agree that your use of this site is at your sole risk. We do not warrant that use of our website will be uninterrupted or error-free. Nor do we make any warranty as to the results that may be obtained from the use of the website. We do not warrant that this website, its servers, software, or any e-mail to you from us will be free of viruses or other harmful agents or components. Northwest Parkway LLC will not be liable for any damages of any kind arising from the use of this website.

If portions of this document are held to be unenforceable, the balance of the document shall remain in effect and binding. These Terms of Use are a condition to use of GO-PASS™ and apply to submittal of information to Northwest Parkway LLC including account and other personal information.