

A25 SMART LINK TOLL SYSTEM

TERMS AND CONDITIONS

1. INTRODUCTION

The following Terms and Conditions govern the A25 SMART LINK toll system. Please read them carefully before submitting your signed Registration Form and accepting the following conditions of use or clicking the acceptance box when registering online. If your Registration Form is accepted by Concession A25, L.P. («CA25»), you shall be bound to respect the present Terms and Conditions while using the A25 SMART LINK toll system.

2. A25 SMART LINK TOLL SYSTEM

Registration with the A25 SMART LINK toll system allows you to open a customer account with CA25 and to obtain the right to use a transponder. Once installed on your vehicle, the transponder will automatically pick-up each crossing of the P-15020 Bridge on Highway 25 which crosses Rivière des Prairies (the «A25 Bridge»). Every crossing shall then be billed according to the pricing in effect at that time. This information is available on CA25's website and through CA25's customer service (the «A25 Customer Service») or by presenting yourself in person at CA25's service center located at 6801, Lévesque Boul. East, Laval (QC) (the «A25 Service Center»). Pricing includes, among other things, the toll charges, the administrative fees, the interest rate applicable on any unpaid balance, the credit balance required and the minimum replenishment amount.

3. USING HIGHWAY A25

Highway A25 is a public road within the meaning of the *Highway Safety Code* (R.S.Q. c. C-24.2) (as amended or modified from time to time, the «Highway Safety Code»). The Highway Safety Code shall apply at all times, together with any other applicable laws and regulations. Consequently, you shall respect all road signs, billboards, signals and all other instructions when using Highway A25.

4. CUSTOMER ACCOUNT

All the information contained in your Registration Form must be accurate, complete and up-to-date. You shall inform, without delay, the A25 Customer Service of any errors or changes to such information, namely any errors or changes to your name, address, email address, telephone numbers, vehicles to be registered and their license plate numbers, credit card number and expiration date of the card that will be charged or any other payment information and any changes that will or could affect your ability to fulfill your obligations hereunder.

5. VEHICLE REGISTERED TO THE CUSTOMER ACCOUNT

The license plate of each vehicle duly registered to your customer account must be registered in your name. In the event that you wish to add one or more vehicles whose license plates are not registered in your name, you must complete and submit to CA25 a Consent Form for the Registration of a Vehicle duly executed by you and the person to whom the license plate is registered. You can obtain and complete a copy of the Consent Form for the Registration of a Vehicle by visiting CA25's website. It is strictly forbidden to register a vehicle whose license plate is not registered in your name to your customer account without the consent of the person in respect of whom the license plate is registered.

6. ACCESS TO YOUR CUSTOMER ACCOUNT

You will be able to access your customer account by visiting CA25's website and logging in using the e-mail address associated with your customer account or, as the case may be, the username and password chosen or provided to you during your registration, or by contacting the A25 Customer Service's automated telephone system.

7. TRANSPONDERS

- a) When registering for the A25 SMART LINK toll system, you will be asked to choose between using a transponder or the video-toll option for the recording of your transit across the A25 Bridge:
 - i. A transponder is an electronic device that, when correctly mounted on a vehicle, allows for the electronic collection of toll charges.
 - ii. The video-toll option is a technique for toll collection using video or still images of a vehicle's license plate. There are extra administrative fees per transit associated with the video-toll option. Information concerning current fees and charges is available on CA25's website.
- b) CA25 will provide you, either by mail or in person at the A25 Service Center, with one transponder for each vehicle registered under your customer account and for which you chose to use the transponder system.
- c) Each transponder will be coupled with one single license plate number. You agree to only install the transponder on the vehicle registered with the corresponding license plate.
- d) You can use the A25 Bridge before receiving or installing your transponder. Such crossing will however be video-tolled and will be subject to certain administrative fees. Information concerning current fees and charges is available on CA25's website.
- e) You must follow the instructions provided in the A25 SMART LINK Welcome Kit while installing the transponder. If the transponder is undetected when you cross the A25 Bridge, this crossing shall be video-tolled and shall be subject to certain administrative fees. Information concerning current fees and charges is available on CA25's website.
- f) The replacement of any transponder will be at the customer's cost unless the transponder stops working for reasons other than improper installation, abuse or improper use, in which case, CA25 will replace any such transponder at no cost. Information concerning current transponder replacement fees is available on CA25's website.
- g) If your transponder is lost or stolen, you shall immediately notify the A25 Customer Service. If you fail to immediately give such notice to CA25, you will be held responsible for any unauthorized use of your transponder and for all toll charges, administrative fees and interest arising from the use of the A25 Bridge.
- h) CA25 may, in its sole discretion, require the use of a different type of transponder which may be more appropriate for technical or other reasons.
- i) A deposit is required for the use of front bumper transponders. Information concerning current fees and charges is available on CA25's website. If your front bumper transponder is damaged, lost or stolen, you will lose any deposit paid for such transponder, in addition to being responsible for all costs prescribed in paragraph g) of this section.

- j) This agreement only confers upon the customer the right to use a transponder and to open a customer account. All transponders and all other rights in the A25 SMART LINK toll system remain the exclusive property of CA25.
- k) CA25 reserves the right to reject or subject to certain conditions any A25 SMART LINK toll system application.

8. PAYMENT OF YOUR CUSTOMER ACCOUNT

- a) You authorize CA25 to debit from the balance of your customer account all amounts necessary to pay all toll charges, administrative fees and interest arising from the use of the A25 Bridge and any other amount owed to CA25.
- b) Toll charges are charged on a per axle basis and the amount depends on the height of your vehicle and the time of day of the transit on the A25 Bridge. If your vehicle, together with any mounted or attached accessories, is less than 230 cm in height, the vehicle is classified as Category 1 (or category B). If your vehicle, together with any mounted or attached accessories, is equal to or greater than 230 cm in height, the vehicle is classified as Category 2 (or category C). Information concerning current fees and charges are available on CA25's website.
- c) Your customer account must always show a positive credit balance sufficient to pay the toll charges, administrative fees and interest arising from the use of the A25 Bridge and any other amount owed to CA25. To do so, two methods of payment are available:
 - i. By choosing the non-automatic replenishment payment method, you agree to monitor the prepaid balance of your customer account and to pay any amount necessary to ensure that your account credit balance is always positive.
 - ii. By choosing the automatic replenishment payment method, you authorize CA25 to debit the credit card linked to your customer account once your account reaches the replenishment threshold applicable per vehicle duly registered to your customer account as indicated on CA25's website. At the opening of your customer account, you authorize CA25 to keep your credit card information on file in order to replenish your account when necessary.
- d) It is your sole responsibility to ensure that the credit balance of your customer account is adequately sufficient and that the payment information provided in your customer account is up-to-date. CA25 has no obligation to notify you of the following, among other things:
 - i. when the credit balance of your customer account is negative;
 - ii. when the credit balance of your customer account is under the replenishment threshold applicable per vehicle duly registered to your customer account; or
 - iii. when the payment method informations are expired (or are soon to be expired).
- e) CA25 will periodically analyze your customer account activities. By choosing the automatic payment replenishment method, you authorize CA25 to adjust, if necessary, the amount of payment so that it represents the amount needed to execute only one automatic replenishment payment per month.
- f) Any positive credit balance in your customer account does not accrue interest.
- g) If the prepaid credit balance of your customer account is insufficient to ensure full payment of toll charges or other administrative fees, your account will be considered in default. You will receive an invoice from CA25 requiring any such payment, plus administrative costs and interest, if applicable. You will need to pay your invoice(s), including all fees, before replenishing your customer account. Information concerning current fees and charges is available on CA25's website.

If such default persists, an invoice with late fees (*frais de recouvrement*) will be sent to you including additional administrative fees and interest, if applicable, as indicated on CA25's website. Any refusal to pay the balance of an invoice, including the associated administrative fees may lead to the termination of your customer account. A payment default may also constitute an offense under Section 417.2 of the Highway Safety Code.

9. ACCOUNT STATEMENT

- a) You can access your account statement through CA25's website. All operations from your customer account will be kept for a period of 24 months.
- b) You can obtain monthly statements online, in person at the A25 Service Center or by mail, subject to administrative fees in accordance with current pricing.
- c) You are responsible for checking your account statements and, if applicable, immediately reporting any issues or inaccuracies to the A25 Customer Service.
- d) Any contestation as to the accuracy of your account statements must be submitted to CA25 within 30 days of the statement date, failing which the statement shall be deemed correct and shall no longer be contestable. In the event of a contestation, CA25 will proceed with a verification of the statement and provide you with the result of its verification.

10. TERMINATION AND TERMINATION OF ACCOUNT

- a) You may terminate this agreement at any time by sending a written notice to CA25 or by contacting the A25 Customer Service. The termination date shall correspond to the deemed date of receipt of your written notice by CA25.
- b) CA25 reserves the right to terminate this agreement and to terminate your customer account if you are in default of any of your obligations hereunder, including any payment default.
- c) Upon termination, your customer account balance will be refunded within approximately 30 days, less any amount necessary to compensate any amount due which remains unpaid. Notwithstanding termination of this agreement, you will remain liable for the payment of any amount payable upon termination and any interest applicable, and such interest will continue to accrue after such termination.
- d) CA25 will not issue refunds for balances or amounts less than \$2.00.
- e) Amounts credited to your account balance by CA25 through promotional offers will not be refunded.

11. SUSPENSION AT THE CUSTOMER REQUEST

You may suspend the activities of your customer account for a maximum period of 90 days by contacting the A25 Customer Service or by presenting yourself in person at the A25 Service Center. During the suspension period, no monthly administrative fees will be charged. Any suspended account will be automatically reactivated at the expiration of the 90-day period. Only customer accounts in good standing may be suspended.

You can reactivate your customer account without additional administrative costs by contacting the A25 Customer Service or by crossing the A25 Bridge with any vehicle equipped with a transponder registered to your customer account.

12. USE AND NON-DISCLOSURE OF INFORMATION

- a) CA25 can only use information about its customers for the purposes of this agreement and the A25 SMART LINK toll system. CA25 can monitor the use of transponders for purposes of collection of accounts, traffic analysis and detection of non-compliance with this agreement. CA25 can record video images (and/or photos) of your vehicle during its crossing on Highway A25.
- b) CA25 will keep confidential all information about its customers, except in the case of any exemption granted to CA25 through administrative or legal procedures or otherwise permitted under applicable laws.

13. COMMUNICATIONS

Please address all correspondence to CA25 to:

A25 – Service Center
6801 Lévesque Boulevard East
Laval, QC H7A 0E1 CANADA

Phone: 514-PONT-A25
Fax: 450-664-6336
Toll free: 1-855-766-8225
Website: www.A25.com

With respect to all notices to be sent to you by CA25, the notice shall be deemed transmitted if sent to the address indicated on your customer account or to the last address associated to your licence plate at the Société de l'Assurance Automobile du Québec.

14. SUPPLEMENTAL INFORMATION FOR TOLL-FREE VEHICLES

In order for your vehicle to benefit from the toll-free exemption (paratransit vehicles, public transit and school transportation vehicles, emergency vehicles and taxis), you shall provide CA25 with any relevant documentation proving that your vehicle belongs to such a category.

Toll-free vehicles must be equipped at all times with a transponder and must always be registered to a customer account in good standing to benefit from the toll-free exemption.

The annual administrative account management fee applicable per registered toll-free vehicle is payable in a single payment and is not refundable. Additional fees may also be payable in accordance with the fee schedule available on CA25's website.

Notwithstanding Section 9, no monthly statement for toll-free vehicles will be issued. However, a receipt may be issued upon payment of the annual administrative account management fee.

Once your customer account is opened, you will not be able to make any changes to your customer account online. Any change to your customer account can only be made possible through the A25 Customer Service, by fax or by telephone, or by presenting yourself in person at the A25 Service Center.

CA25 may conduct periodic audits at the A25 Service Center to confirm that only eligible vehicles are exempted from toll charges.

If the transponder of a toll-free admissible vehicle is not installed, or if the customer account associated with such a vehicle is not in good standing, the transit of such a vehicle will be treated as a normal toll transaction, and the vehicle will be categorized, in accordance with its height, into Category 1 or Category 2 for toll charging purposes, according to current pricing.

15. MODIFICATIONS

CA25 shall have the right to modify any element associated with pricing or with the present Terms and Conditions. At least 30 days before any modification to the present Terms and Conditions and/or to any element associated with pricing comes into force, CA25 will send you a written notice informing you of the new applicable Terms and Conditions and/or pricing conditions. This notice will also inform you of the date of the coming into force of any such modification and remind you of your right of refusal and termination, all without cost, penalty or termination fee, provided that you send to CA25 a notice to such an effect no later than 30 days after any such modification comes into force. Failing such notice, you will be deemed to have accepted all such modifications made to these Terms and Conditions and/or to the pricing conditions.