

PALMETTO PASS LICENSE AGREEMENT
Adopted January 1, 2012

Subject to the terms of this Palmetto Pass License Agreement ("Agreement"), the Connector 2000 Association, Inc. ("we" or "us") licenses to you, the Palmetto Pass automatic payment transponder ("Pal Pass" or "tag") issued in connection with this application, for your use on the Southern Connector Toll Road ("Southern Connector") and as otherwise agreed by the Connector 2000 Association. Use of your Pal Pass means that you agree to comply with all terms of this Agreement.

- **Current Account Holders.** If you have an account that was opened prior to January 1, 2012, you remain responsible under the terms of our prior License Agreement issued March 2001 UNTIL such time as any Pal Pass associated with your account and issued prior to January 1, 2012 is replaced or any additional Pal Passes are issued to you. Upon replacing a Pal Pass or receiving a newly issued Pal Pass, you shall be deemed to be bound by and responsible for compliance with the terms of this License Agreement from that point forward in replacement of the obligations under the License Agreement issued March 2001.
- **Vehicle Use.** You agree to use your Pal Pass only in the vehicle specifically assigned to that Pal Pass. You must display and use your Pal Pass according to the Connector 2000 Association's instructions. It is a violation of State law to affix the Pal Pass in a manner that obstructs the driver's clear view of the highway or any intersecting highway. [See S.C. Code Ann. Section 56-5-5000].
- **Pal Pass Use.** You may use your Pal Pass in all open toll lanes. When using a manual or ACM lane you are required to come to a complete stop. You may not travel through a manned or automatic coin machine ("ACM") toll lane until the toll signal turns green or yellow. If the signal does not turn green or yellow, you must pay the applicable toll in cash before you pass through the toll lane. You must obey all posted speed limits in and on approaches to toll lanes. Failure to adhere to any of these requirements may result in you being charged with a toll violation in accordance with law, charged with an administrative fee of up to \$25 per violation, plus required toll, court costs, and possible forfeiture of your Pal Pass.
- **Tags.** Pal Pass tags are available in two types: hard case tags and sticker tags. **Sticker tags may only be used on the Southern Connector in Greenville, SC.** Hard case tags may be used either on the Southern Connector or the Cross Island Parkway in Hilton Head Island, SC. Other tags, such as EZPass, SunPass, and IPass, are NOT accepted on any toll roads in the State of South Carolina at this time. **When applying for a Palmetto Pass account you must notify us if you plan to use your Pal Pass on the Cross Island Parkway in Hilton Head Island, SC and, in such situation, you must use a hard case tag.**
- **Deposit.** You are required to pay a \$25 deposit for each hard case Pal Pass tag. The deposit will be refunded without interest if you return to our Service Center office, by certified mail or in person, all hard case tags in good condition.
- **Sticker Tag Purchase.** Sticker tags are purchased and no monies will be refunded for returning a used sticker tag. When opening a new account, you may purchase up to 5 sticker tags. If you require more than 5 sticker tags, please contact our Customer Service Center. The sticker tag **MUST** be mounted on your windshield in accordance with the mounting instructions provided with your sticker tag. You must purchase replacement sticker tags for any sticker tags lost, stolen or damaged by improper mounting or other abuse. When you sell or otherwise dispose of your vehicle, please remember to remove the sticker tag from the windshield. Once removed your sticker tag will no longer function. We will debit, from your account, the purchase price of each replacement sticker tag issued to you.
- **Opening/Maintaining Your Account.** A minimum of \$30 in prepaid tolls is required to open your Pal Pass account. Each time you drive through an operating Pal Pass lane, we will deduct the applicable toll from your account. You may maintain your account as a Credit Card User or as a Cash User.
 - Credit Card User - If your account balance falls to \$10 or less, you authorize us to automatically charge your credit card \$30 or the average of your monthly toll usage, whichever is greater. Credit Card Users who fail to provide their new credit card expiration date or have their credit card declined will have their account automatically converted to Cash User status, subject to the requirements of that status, until the credit card discrepancy is resolved. You will be notified of this action by mail.
 - Cash User - If your account balance falls to \$10 or less, you must increase your balance by \$30 or the average of your monthly toll usage, whichever is greater. You may pay by mail (make check payable to Connector 2000 Association - DO NOT SEND CASH IN THE MAIL) or in person at our Service Center at the address listed below.
 - Pal Pass users who travel through a manned toll plaza lane or unattended ramp lane may see a yellow signal in the toll lane. The yellow signal indicates a low account balance. When you receive this signal or any other notice from us, you must increase your balance by \$30 or the average of your monthly toll usage, whichever is greater. We must receive payment before your account reaches \$0. Failure to replenish your account before reaching \$0 may result in you being charged with a toll violation in accordance with law, charged with an administrative fee of up to \$25 per violation plus required toll, and possible forfeiture of your Pal Pass.
- **Minimum Usage Fees.** There are NO minimum usage fees.
- **Reporting to Credit Bureaus.** The Connector 2000 Association reserves the right to report any delinquent accounts to an authorized credit bureau.
- **Itemized Statements.** Upon request only, we will mail you a quarterly statement, free of charge, showing the transactions affecting your account during the preceding 3 months. Monthly statements will be available at a charge of \$2 each. The charge will be deducted from your account. You can print statements any time at www.southernconnector.com. We do NOT supply credit card charge receipts.
- **On-line Access.** Once you receive your Pal Pass, you may access your account information via the www.southernconnector.com website. Please supply your email address and a 4 digit PIN on the Palmetto Pass application - this will enable your on-line account access.
- **Lost, Stolen, Damaged, or Defective Pal Pass.** If your Pal Pass is lost or stolen, you must notify the Southern Connector Service Center immediately so we may invalidate the tag. Until you notify us that the Pal Pass is lost or stolen, we may continue to deduct from the account tolls incurred through the use of the Pal Pass. Also, we may continue to charge your credit card. We will deduct \$25 from your account for each lost or stolen hard case tag, as well as for each hard case tag damaged from abuse or improper use. We will issue you a new Pal Pass tag, subject to you paying the then current purchase price for a replacement sticker tag or hard case tag. If your Pal Pass is defective for reasons other than abuse or improper use please contact the Southern Connector Service Center for instructions.
- **Termination of License.** We may terminate your Pal Pass account at any time, and you must surrender your Pal Pass to us immediately upon request. You may terminate your Pal Pass account at any time by returning the Pal Pass either in person or by certified mail to our Service Center office along with written notice of your termination. Failure to return any hard case tags will result in a deduction of \$25 from your account for each hard case tag not returned. Any deposit held by us will be applied to any monies owed to us by you upon termination of your account and any remaining balance refunded to you.
- **Inquiries.** Any questions about this Agreement or the Pal Pass should be directed to the Customer Service Center. You may reach them by calling toll free - 1-866-PAL-PASS (725-7277) or locally at 864-527-2143 or by one of the other methods listed below. Business Hours are 8:30am to 5:00pm (Monday to Friday).

Writing: Southern Connector Service Center

P.O. Box 408, Piedmont, SC 29673

Online: www.southernconnector.com

Visiting: Southern Connector Service Center

WEST PLAZA, 3050 Southern Connector, Piedmont, SC 29673

Email: customerservice@southernconnector.com

You must inform us of any changes to the information entered on your Pal Pass application when this information is made available to you.

• **Miscellaneous.**

- a. The Connector 2000 Association is not liable for the performance of the Pal Pass. You agree to indemnify the Connector 2000 Association against all damage, loss, cost, expense or liability that in any way relates to the use or the performance of the Pal Pass, and to pay all costs, including attorney's fees, incurred by Connector 2000 Association in enforcement of this Agreement. WE HAVE NOT MADE, AND WE EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE TAG (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES).
- b. The Connector 2000 Association may change this Agreement by providing you written notice of any new terms. Unless otherwise provided, if the Pal Pass is used after you receive notice of the new terms, you will be bound by the new terms. Notices will be deemed received ten days after being mailed to you at your address in our records.
- c. If the deposit is ever insufficient to pay amounts you owe, you will remain liable for those amounts.
- d. You will be responsible for a \$35 returned check fee on any check returned by your bank.
- e. This Agreement binds and benefits you and us, and our successors. You cannot assign your rights or obligations under this Agreement.
- f. This Agreement shall be deemed to have been executed in South Carolina and questions of interpretation shall be governed by and construed in accordance with the laws of the State of South Carolina. If any part of this Agreement is invalid, all other parts shall remain in full force and effect.

Mail Signed Application to: P.O. BOX 408, Piedmont, SC 29673