



MACPASS CUSTOMER AGREEMENT

These terms and conditions constitute your MACPASS CUSTOMER AGREEMENT, made and entered into by and between you (the "User") and the Halifax-Dartmouth Bridge Commission, operating as Halifax Harbour Bridges.

Failure to abide by the provisions herein may result in the cancellation of the User's privileges to use the HHB electronic toll collection system known as MACPASS.

Agreement

Subject to the terms of this Agreement, HHB agrees to provide the MACPASS standard transponder (the "Transponder") to the User free of charge, which may be used to obtain passage on toll facilities operated by HHB.

Use of the Transponder

User agrees:

- (a) To mount, display, and use the Transponder in accordance with Transponder mounting instructions received from HHB
- (b) Not to proceed through any traffic lane if the patron fare display indicates stop and the toll gate is down. If the patron fare display continues to indicate stop and the toll gate is down, User must pay the toll by use of cash in order to proceed
- (c) Not to exceed a speed of twenty-five (25) kilometres per hour through toll lanes
- (d) Not to assign or in any way transfer this Agreement and the Transponder
- (e) To be fully responsible for any and all charges arising from the use of each Transponder until such time the Transponder is deactivated
- (f) That each Transponder shall remain the property of HHB

Motorcycle and Moped Riders

For safety reasons, motorcycles and mopeds should not use MACPASS-only lanes, indicated by the overhead signs. The toll gate may not lift, requiring you to make a sudden stop and risk injury to yourself and your vehicle. Therefore:

- If you have the sticker MACPASS transponder, mount it on your motorcycle, scooter or moped. Be prepared to stop if the gate does not raise
- If you have a hard-shell MACPASS swipe it across the MACPASS reader, wait for the gate to raise and proceed
- Come to a COMPLETE STOP when you approach the toll booth

Default

The following events may constitute an event of default. HHB can terminate this Agreement immediately without notice upon the occurrence of one or more of the following events of default:

- a) User fails to make any payments owed under this Agreement when due
- b) User fails to perform or observe any terms or conditions under this Agreement
- c) User has provided incorrect information to HHB under this Agreement or in any document or certificate furnished to HHB or does not report any changes of such information to HHB within the specified time, or
- d) User becomes insolvent or bankrupt.

Prepaid Account

User agrees to maintain a prepaid account with HHB to cover User's applicable tolls, charges and fees as described in this Agreement (the "Prepaid Account"). No interest shall be paid on Prepaid Account balances or deposits.

Opening a Prepaid Account

- a) Users must open a Prepaid Account by payment to HHB by credit card, debit card or cash in an amount not less than \$20.00. However, a User opting to replenish a Prepaid Account through PAD should place an amount in their account that represents a minimum of one month's worth of prepaid tolls should that amount exceed \$20.00.
- b) Commercial Users may prepay using a company cheque.

Replenishment Threshold

Replenishment Threshold is the account balance when a pre-authorized credit card replenishment payment will be processed. The Replenishment Threshold and replenishment payment amount are both defined by the User.

User will be notified their account is at its Replenishment Threshold by a LOW BAL signal in the toll lane and by email or SMS where applicable.

Account Replenishment

- a) **Automatic account replenishment:** Whenever the prepaid balance falls below the Replenishment Threshold, the User's credit card will be charged the replenishment amount.

Users of PAD will have their Prepaid Account replenished on the same day of the month and not when their Prepaid Account reaches a Replenishment Threshold.

- b) **Manual replenishment:** Whenever the prepaid balance falls below the Replenishment Threshold, the User must promptly replenish the Prepaid Account using the MACPASS App or online at MyMACPASS.com using a debit card or credit card. Cash payments can also be made in person at the MACPASS Customer Service Centre. The minimum amount to replenish the Prepaid Account is \$20.00.

Forfeiture of Prepaid Balance

If there is no activity recorded on User's Prepaid Account for a period of 24 consecutive months, the Prepaid Account may be terminated and the balance of User's account may be considered as payment of an account maintenance charge and be deducted from the account. Written notice of this proposed forfeiture will be given to the User at their last known address.

Tolls, Charges and Fees

User's Prepaid Account will be reduced by charges for applicable tolls charged each time the User's Transponder is used to obtain passage on, continue upon, or exit from a MACPASS collection area.

Additional Charges

User's Prepaid Account will be charged \$10.00 for NSF fees related to PAD accounts and \$30.00 for an NSF cheque. In the event a User has two failed PAD transfer transactions or two NSF cheque transactions, User shall no longer be eligible to use this form of payment on their Prepaid Account.

Inter-Operability

User's Transponder may be used at other toll facilities or other locations bearing the MACPASS or MACPASS*plus* logo with whom HHB has entered into an agreement to accept charges for that facility or location.

If a User drives their vehicle with Transponder attached through such other toll facility or location, then the User's Transponder may be read by the electronic processing equipment and a record of the User's transaction may be created. Such transactions may be charged in accordance with the rules, regulations and procedures of such other toll facilities or other locations. By using the Transponder on another toll facility or other location, the User agrees that HHB may deduct any such charges arising from such use from the User's Prepaid Account, and the User will be responsible to HHB for all such charges. The User further agrees that HHB may share any information contained in the User's account and in the MACPASS Customer Agreement for purposes of processing and collecting tolls, charges and violations.

Lost or Stolen Transponders

User must notify HHB immediately of any lost or stolen Transponder(s), identifying such

Transponder(s) by serial number. Until HHB is notified, USER WILL CONTINUE TO BE RESPONSIBLE FOR CHARGES RESULTING FROM USAGE. Once notified, HHB will deactivate the Transponder. HHB will issue User a replacement Transponder(s) upon request.

Termination

- a) HHB and/or User may terminate this Agreement at any time
- b) Upon termination, a refund of any balance remaining in the User's Prepaid Account less any amounts owed under this Agreement will be processed within 30 days from the return of the Transponder, subject to the provisions listed under the section "forfeiture of prepaid balance"

Account Suspension

The User's MACPASS Account shall be suspended immediately when there are insufficient funds in the Prepaid Account.

In order to reactivate the Account, the User shall pay a reactivation fee of \$10.00, plus an amount sufficient to bring the Prepaid Account up to the minimum required balance. All unpaid tolls shall be automatically deducted from the Prepaid Account upon reactivation.

Defective MACPASS Transponders

If a Transponder is defective for any reason, it will be replaced at no charge, provided the User's Prepaid Account is in good standing.

Pre-Authorized Payments

It is expressly understood and agreed that User authorizes HHB to access User's credit card or PAD and make charges authorized under this Agreement. User expressly understands and agrees that HHB shall not be liable to User for any damages resulting from these actions.

Indemnification and Liability

- a) User releases HHB, its Commissioners, officers, employees, commissionaires or agents (collectively in this Article "HHB") from all loss, damage, or injury whatsoever from the use or performance of MACPASS and the Transponder. HHB shall not have any obligation or liability to the User with respect to the use or the performance of MACPASS and the Transponder. The only recourse available to the User shall be the replacement by HHB of any defective Transponder. User agrees to indemnify, protect, and hold harmless HHB from liability for all loss, damage, or injury to persons or property arising from or related to the use of MACPASS and the Transponder
- b) Additionally, HHB shall not be liable for
 - (a) any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenues, profits or savings, even if HHB knew or should have known of the possibility of such damages, or,

- (b) claims, demands, or actions against User by any person, corporation, or other legal entity resulting from the use of MACPASS, Transponder(s), credit report inquiry, cheque authorization and/or charging of User's credit card

Alteration of Terms

HHB may change the terms of this Agreement at any time by providing written notice to User. If the Transponder is used after User receives notice of the new terms of this Agreement, then User shall be bound by the new terms.

Notice

Any notice or request hereunder shall be in writing and any such notice and any delivery, payment or tender of money or document(s) to the User hereunder may be delivered personally, by prepaid courier, by facsimile or by electronic transmission to the last address on HHB's files.

Any notice or request so given shall be deemed to be given on the date of delivery thereof as aforesaid excepting if such date is a Saturday, Sunday or statutory holiday, then the next business day following.

Payment of Costs of Enforcement

User agrees to pay all costs, including legal fees, incurred by HHB in enforcing this Agreement.

Insufficient Funds

If, for any reason, User's Prepaid Account is insufficient to pay any amounts owed to HHB, User will remain liable to HHB for such amounts.

Changes in User Information

User shall inform HHB of any changes in the information set forth in the MACPASS account and, specifically, shall immediately notify HHB of any changes in contact information or make such changes electronically online at MyMACPASS.com or via the MACPASS App.

Confidentiality

All MACPASS account information will be treated as confidential. Please refer to the [Privacy Statement](#) for more information on our privacy practices.

HHB Address

For the purpose of giving written notice(s) to HHB required under the provisions of this Agreement, User shall use the following address:

MACPASS Customer Service Centre
P. O. Box 39
Dartmouth, Nova Scotia B2Y 3Y2
Phone: (902) 463-3100
Email: macpass@hdbc.ns.ca
macpass.com

Captions

The captions used in this Agreement have been inserted for convenience and for reference only and shall not be deemed to limit or define the text of this Agreement.

Provisions Severable

The provisions of this Agreement are severable, and if any provision or part of this Agreement thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable in Nova Scotia.

Complete Agreement

The Agreement constitutes the entire agreement between the User(s) and HHB.