

CUSTOMER AGREEMENT-INDIVIDUAL ACCOUNT

The following is the agreement between the Customer and the South Carolina Department of Transportation relating to the use of the South Carolina **Palmetto PASS**, (“PAL”). The words “we” and “us” mean the South Carolina Department of Transportation, (“DEPARTMENT”), or its authorized agent.

1. **License.** Subject to the terms of this Agreement, we agree to license the PAL to you which you may use to gain access through designated toll collection points on the Hilton Head Cross Island Parkway (hereinafter called the “Parkway”), or other authorized toll facilities in South Carolina, or in such other ways as may be agreed upon between the parties.
2. **Use of the PAL.** You agree:
 - a) To use each PAL issued only in connection with the operation of the vehicle(s) listed on the reverse side.
 - b) To Immediately update your account on-line by going to www.crossislandparkway.org to update your account with any license plate or personal information changes or,
 - c) Immediately contact the Palmetto Pass Customer Service Center and notify staff when your license plate information changes (i.e., new license plate). The customer service center staff will then update the license plate information listed on your account. Failure to update license plate information may result in a violation.
 - d) To use the PAL solely to gain passage on the Parkway, or other authorized toll facilities in South Carolina, via toll lanes designated to be used by vehicles with a PAL and having a sign or lit signal indicating that PALS are honored in that toll lane.
 - e) To properly affix the PAL to your vehicle in accordance with the instructions delivered with the PAL. It is a violation of State law to affix the PASS in a manner that obstructs the driver’s clear view of the highway or any intersecting highway. [See S.C. Code Ann. Section 57-5-5000 (1991).] If the failure to properly affix the PAL to your vehicle results in the failure of your PAL to register passage through the toll facility, you may be charged with a toll violation in accordance with law and charged with an administrative fee of up to \$25.00, plus the required toll.
 - f) To immediately contact the Palmetto Pass Customer Service Center and to take such steps as are necessary to pay the required toll and Replenishment Amount if you receive a yellow light indicating a low balance (“LOW BAL”) or a red light when you pass through a toll lane. Receipt of a red light indicates that a toll violation has occurred and you may be subject to forfeiture of your PAL and assessment of applicable administrative fees and/or penalties in accordance with law.
 - g) Not to exceed the posted speed limit when approaching and passing through a toll collection point.
 - h) To comply with all applicable traffic laws, as well as rules of the Department, and to surrender your PAL immediately upon request for any violation of the terms of this Agreement.
3. a) **Prepaid Fee Amount; Replenishment Amount; Replenishment Threshold.** You will pay to us at the time of application and maintain thereafter in your PAL account a Prepaid Fee Amount to cover all your applicable tolls and charges. If at any time the Prepaid Fee Amount in your PAL account falls to the Replenishment Threshold or lower, the Prepaid Fee Amount in your PAL account must be increased by payment of the appropriate Replenishment Amount. If you receive a yellow light indicating “LOW BAL”, your account is at a “low balance” and must be replenished. The Prepaid Fee Amount, Replenishment Amount and Replenishment Threshold will be as follows, unless adjusted as explained below:

Number of PAL(s) Issued	Prepaid Fee Amount*	Replenishment Amount*	Replenishment Threshold*
1	\$ 25.00	\$25.00	\$12.50
2	\$ 50.00	\$25.00	\$12.50
3	\$ 75.00	\$50.00	\$25.00
4	\$100.00	\$50.00	\$25.00

*Your Prepaid Fee, Replenishment Amount and Replenishment Threshold will be reviewed periodically. If your monthly activity is higher or lower than the Prepaid Fee or Replenishment Amount, we may adjust the Prepaid Fee, Replenishment Amount or the Replenishment Threshold to a more appropriate level. We will notify you in writing of this action.

- b) **Monthly Fee.** A \$1 dollar Monthly Maintenance Fee will be charged to your account.
4. **Payment of Tolls; Video Enforcement.** We will deduct the required toll from the Prepaid Fee Amount in your PAL account each time that a PAL is used to gain access to or exit from the Parkway or other authorized toll facilities in South Carolina. If you make a trip through the Parkway without any money in your account, and/or without payment of the required toll, or without your PAL properly mounted in the vehicle(s) listed on your account, the video enforcement system will photograph your license plate and you may be charged with a toll violation in accordance with law. As a violator, you may be charged up to a \$25.00 administrative fee in addition to the required toll.
5. **Maintaining your Prepaid Fee Amount.** You can maintain your Prepaid Fee Amount in two ways: you can authorize us automatically to charge your appropriate credit card (a “Credit Card User”) or you can make cash payments or payments by check (a “Cash/Check User”). If at any time your Prepaid Fee Amount falls to the Replenishment Threshold or lower, it must be increased by the appropriate Replenishment Amount. A red light could indicate that your credit card has expired and you need to update your account information.
 - a. **Credit Card User.** If you are a credit card user, we will increase your Prepaid Fee Amount by automatically charging the appropriate Replenishment Amount to your credit card. As a credit card user, you must maintain a current and chargeable credit card with us at all times. If you are a credit card user, you authorize us to maintain your Prepaid Fee Amount by automatically charging the appropriate Replenishment Amount to your account when your account reaches or falls below the applicable Replenishment Threshold. As a credit card customer, you must notify the Customer Service Center in writing of any changes to your credit card account or make changes on-line at www.crossislandparkway.org. Your failure to notify us in writing of changes may result in our inability to charge your account and may result in a subsequent toll violation. If your account is closed due to an expired credit card, you may reopen the account with a credit card that will not expire for at least 2 years
 - b. **Cash/Check User.** A light located on the side of the toll lane signifying “LOW BAL” will notify you that your Prepaid Fee Amount is at or below your Replenishment Threshold. Upon receiving the low balance message, as a cash/check user you must increase your Prepaid Fee Amount by paying us your Replenishment Amount in person at our Palmetto Pass Customer Service Center (“Center”) or by mailing a check to the Center. Payments must be received at the center before your account balance reaches \$0 to avoid a violation.
 - c. **Automatic conversion to Cash/Check User.** If you are a Credit Card User and your credit card company declines credit to your account, or if we do not have a valid expiration date for your card or the correct information on your account, we will convert your account to a Cash/Check User status. You will be notified of this action by mail and in the lane with a low balance message; however, you may be subject to a charge for a toll violation during the time your account cannot be charged.

6. **PAL Deposit.** The PAL issued to you remains the property of the Department. You have a license to use it subject to the terms of the agreement. There is a \$40.00 PAL deposit for each PAL (interior and/or exterior transponder) issued to you. The PAL deposit will be refunded without interest if you return all PAL(s) in good condition either in person or by mail to the Center. We may request the return of the PAL(s) issued to you at any time. If you fail to return the PAL when requested or required by this Agreement, the Department will retain the deposit fee and close your account.
7. **Fleet and Commercial Accounts** The Prepaid Fee Amount, Replenishment Amount and Replenishment Threshold or Corporate and Commercial vehicles may be established by visiting the customer service center or calling 342-6718 or 1-888-PAL-8655.
8. **Itemized Statements.** You can go to www.crossislandparkway.org and elect to receive your itemized statements by email or you can receive them bi-monthly (every other month) that will show the transactions that occurred with respect to your PAL account during the two-month period. You will not receive a statement if there has been no activity on your account for the two-month period.
9. **Violation of Terms and Conditions.** Your failure to abide by any of the terms and conditions of this Agreement may result in the termination of this Agreement. The Department reserves the right to terminate your account at any time and deactivate the PAL(s) issued under this Agreement if you fail to abide by any of the terms and conditions of this Agreement. Any trips made through the toll facility with a deactivated PAL without payment of the proper toll may result in a toll violation for which you may be held liable in accordance with the laws of this State. The Department reserves the right to report delinquent accounts to an authorized credit bureau.
10. **Termination of License: Ownership of PAL.** We may terminate your license to use the PAL at any time. You may terminate your license to use the PAL at any time by returning the PAL to us either in person or by mail. Any unused Prepaid Fee Amount and the \$40.00 (per PAL) Deposit, if applicable, will be returned to you, provided the PAL is in good condition. The PAL will remain our property under all circumstances and must be returned to us by you if we so request.
11. **Lost, Stolen, Defaced or Abused PAL.** If the PAL is lost, stolen or damaged, notify us immediately. The lost, stolen, damaged fee is \$40.00. Until you notify us that the PAL has been lost or stolen, we may continue to deduct from the Prepaid Fee Amount (and continue to charge your credit card as provided in the Agreement) any tolls and fees incurred through use of the PAL. Once you have notified us that the PAL has been lost or stolen, we will invalidate it, and the PAL can no longer be used. We will retain the \$40.00 deposit for the replacement for each lost or stolen PAL. If your PAL is damaged due to abuse or improper use, we will retain the \$40.00 deposit fee for the replacement of the PAL. If a new PAL is issued, you will be required to pay \$40.00 per PAL.
12. **Defective PAL.** If the PAL is defective for reason other than abuse or improper use, and such PAL is returned to us, we will replace it at no charge to you. You acknowledge that we have not made, AND WE EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE PAL (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES).
13. **Indemnity provision.** You agree that the Department has no obligation or liability to you with respect to your use of or the performance of the PAL. You agree to indemnify and hold harmless the Department from and against any and all damages, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the PAL.
14. **Returned check charges.** A returned check fee of \$25.00 will be charged for any check you give us that is not paid on demand by your bank. In such event, you will automatically be converted to a cash customer.
15. **Change in terms of Agreement.** We may change the terms of this Agreement at anytime by providing written notice to you. If the PAL is used after you receive notice of the new terms, you will be bound by the new terms. For purposes of this Agreement, you will be deemed to have received notice ten days after the same shall be deposited with the United States Mail, postage prepaid, addressed to you at the address for you that appears on our records.
16. **Attorneys’ fees and costs.** You agree to pay all costs, including attorneys’ fee, incurred by us to enforce the terms of this Agreement.
17. **Liability for excessive charges.** If for any reason your Prepaid Fee Amount is insufficient to pay any toll amounts or charges payable under this Agreement, you will pay us for such excess toll amounts and charges.
18. **Successors bound; no assignment by account holder.** This Agreement shall be binding upon and inure to the benefit of you, your heirs, personal representative, and successors and to us and our successors and assigns. You are not permitted to assign the obligations or benefits of this Agreement.
19. **South Carolina law.** This Agreement shall be deemed to have been executed in South Carolina and all questions of interpretation shall be governed by and construed in accordance with the laws of the State of South Carolina.
20. **Invalidity of term.** The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.
21. **Responsibility to inform of changes in personal information.** You must inform us in writing or by going on-line at www.crossislandparkway.org within 30 days of any changes to the information set forth on the PAL Application on the reverse side hereof.
22. **Cross Island Parkway Customer Service Center Address:**

Palmetto PASS
P.O Box 5096
Hilton Head Island, SC 29938
Phone 1-(843)-342-6718 or 1-(888)-PAL-8655 (In-State SC only)

Please read and initial to indicate that you are in full understanding and commit to comply with the Pal Pass policies outlined in this Agreement.

- _____ The Pal Pass customer is responsible for updating vehicle and personal information with the Customer Service Center; otherwise, you may be charged with a toll violation and an administrative fee;
- _____ You must have the transponder (s) mounted properly;
- _____ If you are a cash/check customer, you must keep your balance above the replenishment level;
- _____ If you are a credit card customer, you must notify the Customer Service Center of any changes to your credit card account or update on-line at www.crossislandparkway.org;
- _____ Deposit will be refunded only if transponder(s) is returned in good operating condition; and
- _____ No statements will be mailed for accounts that show no usage during the two-month statement period.