

Port of Hood River *BreezeBy*
Personal/Business Account Terms and Conditions
Updated April 14, 2016

These Terms and Conditions, together with your Application, constitute the Port of Hood River (“Port”) *BreezeBy* Customer Agreement (“Agreement”) made and entered into by and between you (“Customer”) and the Port under the laws of the State of Oregon. Nothing in this Agreement releases you, the Customer, from civil liability or criminal penalties resulting from failure to abide by applicable Oregon State laws and regulations.

Agreement

Subject to the terms of this Agreement, the Customer will incur and agrees to pay a *BreezeBy* toll charge established by the Port for each use of the *BreezeBy* facility. The Port agrees to provide the Customer with one transponder per household, business or address at no charge; additional transponders may be available at a cost to the Customer of up to \$30 each. (See Section 4.0 h. regarding transponder replacement costs.)

Failure to comply with this agreement may result in termination of your account/plan. Unpaid Customer tolls, including tolls owed for misuse of a transponder, will be a debt owed to the Port, which may also result in additional penalties provided by law. Further, by completing the Application, making a payment into your *BreezeBy* account, and using the transponder, you agree to the following terms and conditions:

1.0 Account Information

Good Standing. To keep your account open and in good standing you must:

- a. Keep current your vehicle information, make, model, license plate number and axle counts.
- b. Keep current all personal, demographic, and payment information.
- c. Maintain a positive balance for prepaid accounts.
- d. You may set up a user name and password to review your account online at portofhoodriver.com on the *BreezeBy* Electronic Tolling page.
- e. Statements: You have the option of receiving monthly or quarterly statements. There will be a fee of \$1.00 per hard copy paper statements mailed. Email statements are delivered at no charge.

Closure. Your account may be closed when:

- a. Your request to close the account has been received. Any remaining balance in a registered account will be refunded, without interest, less any applicable bonus received or administrative fees owed. Refund will be by the original method of payment, when possible, and will occur within fifteen (15) days of your account closure request. (See Section 7.0 regarding administrative fees.)

- b. The account shows a negative or zero balance. Any negative balance for outstanding tolls or administrative fees must be paid in full immediately or may be subject to collection procedures and legal action by the Port.
- c. There has been no activity for twenty-four (24) consecutive months. A “Notice of Inactivity” will be sent after eighteen (18) months of inactivity. After twenty-four (24) months of inactivity, the account will be closed. Any remaining balance in a registered account will be refunded in the original method of payment, when possible, without interest and less any applicable bonus received or outstanding administrative fees.
- d. Refund: If your address or payment information filed with the Port is incorrect or has changed and the Port owes you a refund, the Port may hold your refund to pay you in person at the Port office, or upon your request the Port may agree to pay your refund in another manner.

2.0 Automatic Account Replenishment

The **minimum replenishment amount** to receive a 25% bonus amount added to your account is \$20. You may place more than the minimum in your account at any time. **Updates may be done via phone.** Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you arrange for Automatic Account Replenishment, you agree to the following:

- a. You acknowledge that your signature is required to enroll or terminate your participation in the Automatic Account Replenishment.
- b. You agree to maintain a valid payment method on file with the Port.
- c. Account replenishment can be established by debit or credit card. When your account balance falls below the minimum balance, the account will automatically be replenished for a minimum of \$20, or as otherwise provided on your account application.
- d. If your automatic payment method is declined you will see a yellow light. The Port makes every effort to contact these accounts notifying them of failure to replenish. A response is required to avoid changes to the account. If your automatic payment method is declined for more than five (5) days your account will be changed to manual replenishment, the account may be inactivated and you will receive a red light. You must contact the Port to re-establish automatic replenishment.
- e. The Port may adjust replenishment amounts based on a Customer’s usage patterns over the prior three (3) months. Prior to such adjustment, customers will be notified by the Port and may contact the Port to decline this replenishment option.
- f. Interest will not be paid on prepaid account balances or deposits.

3.0 Manual Account Replenishment

The **minimum replenishment amount** to receive the 25% bonus amount added to your account is \$20. **Payments may be made via phone** when using a debit or credit card. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you do not choose the Automatic Account Replenishment option, you must maintain and replenish your account and agree to the following:

- a. Payment for replenishment may be by credit or debit card, check, money order, or cash payment made in person at the Port office. Do not send cash in the mail. The Port reserves the right to refuse counter or temporary checks. If check payments are returned for insufficient funds, the account holder will be charged a fee of \$25.00 and may be required to replenish their account with certified funds or cash for future transactions, and may be liable for statutory damages and Port attorney fees.
- b. If your account falls below \$10.00 you will see a yellow light. If your account balance falls below \$2.00 your account will be inactivated and you will see a red light.
- c. Manual payments may require 5-7 business days from receipt to process.
- d. Interest will not be paid on prepaid account balances or deposits.

4.0 Transponder Usage

- a. **Use.** The Port has established eight classifications of vehicles to calculate and charge tolls. (See classification chart below describing types of vehicles.) You agree to use a transponder issued for a particular type of vehicle only for that type of vehicle. In addition, the Port may terminate your right to use a BreezeBy Pass/Plan/Account if you use a transponder to pay a toll for an unauthorized type of vehicle.

Class 0: Motorcycle	Class 3: 3 Axle Trucks	Class 6: 6 Axle Trucks
Class 1: Auto/Van/Pickup (2 axles/4 tires)	Class 4: 4 Axle Trucks	Class 7: 7 Axle Trucks
Class 2: Vehicles with 2 axles/ 6 tires	Class 5: 5 Axle Trucks	Class 8: 8 Axle Trucks

- b. **Installation.** You agree to install, display, and use the transponder in accordance with the instructions provided to you by the Port.
- c. **Delivery.** All *BreezeBy* Account transponders may be picked up at the Port Office at 1000 E. Port Marina Drive, Hood River, Oregon. *BreezeBy* transponders will not be available for pick up at the tollbooth. *BreezeBy* transponders will become active for use the following morning from the date of issuance.
- d. **Speed and Tailgate.** The gates in all lanes optimally work at a pass-through speed between 5-10 miles per hour. **Do not exceed this speed or tailgate.** This interferes with the *BreezeBy* scan and gate control.

- e. Lights. The light should turn green as soon as the pass has been read. A yellow light indicates your balance is below \$10.00; you need to add funds to your account as soon as possible, either by cash, check or credit/debit card. While yellow there is still a balance on your account; no payment is required to pass. A red light indicates that your account balance is \$2.00 or less and has been inactivated. You must pay cash to cross at this time. **DO NOT** back out of a BreezeBy lane.
- f. Receipts. You understand and agree that you will not receive a receipt for individual transponder transactions.
- g. Charges. You understand and agree that electronic payment via BreezeBy will be calculated based on the number of vehicle axles detected by the system in the lanes. **All lanes are available for use by BreezeBy customers.**
- h. Replacement. If your transponder malfunctions the Port will replace it without charge within three years of issue date unless the transponder is defaced, altered, damaged, or shows other signs of misuse, as determined by the Port. Otherwise, a fee to replace the transponder will be charged. (\$30.00 for a movable transponder, \$27.00 for an external mounted transponder, or \$15.00 for a decal type transponder, while supplies last.)
- i. Lost or Stolen. If your transponder is lost or stolen you must notify the Port immediately in person at the Port office, or by mail, fax or email. You are responsible for all charges on your account until notification of loss or theft is received by the Port. A transponder replacement fee will be charged.

5.0 Disputes

You may contest fees and tolls applied to your account by submitting your dispute to the Port in writing within ninety (90) days of the transaction in question. Disputes will be accepted in person at the Port office, by mail, fax, and email. If the fee or toll is rescinded or adjusted, your account will be credited. Payments made by credit card are required to have refunds issued to that same credit card. Refunds will be issued within 30 days of approved request. The Port may deny reimbursement for a credit card charge if the credit card holder has not followed disputed charge procedures required by the cardholder's credit card use agreement.

6.0 Termination

The Port reserves the right to deactivate any *BreezeBy* pass or account at any time. Your account may be suspended or terminated for violation of the Terms & Conditions, such as misuse of a transponder, excessive speed or tailgating. All past due tolls and/or fees must be paid to reactivate the account. The Port may agree or refuse to reactivate a suspended account at the Port's discretion. Use of a *BreezeBy* transponder on a suspended or terminated account may result in the Account Holder being subject to civil penalties and/or criminal prosecution for toll evasion.

You may suspend your account by notifying the Port by email or in writing. You must also notify the Port by email or in writing when you wish to reactivate the account.

Either the Port, or you the Customer, may terminate this Agreement at any time and for any reason by written notice to the other party, hand delivered, mailed or emailed. If your account is terminated, the Port will refund any amount in your account remaining after tolls, costs, and fees have been paid within thirty (30) days of notification. No refunds may be provided for unregistered accounts.

7.0 Administrative Fees

An administrative fee may be applied under the following circumstances:

- a. After twenty-four (24) consecutive months of no toll activity, your account may be terminated by the Port and assessed a \$10.00 administrative fee. Any remaining funds after the account has been closed will be refunded without interest.
- b. Returned check fee of \$25.00.
- c. Statement Fees – There will be a statement fee of \$1.00 per Hard Copy paper statements mailed. There will be no charge for Email statements.
- d. Port administrative fees and charges are subject to change. Current and future administrative fees and charges will be posted at the Port office, online at portofhoodriver.com, and included with your account statement.

8.0 Amendments

The Port may make changes to the Terms and Conditions of this Agreement in the future in the Port's discretion, including changing toll amounts, administrative fees and charges. You will receive notice of any such changes via email (if you provide an email address to the Port), on your account statement, or at the Port Office upon request. Notices will also be posted on the Port website. Use of your transponder beginning ten (10) days after such Port notice is provided shall constitute your agreement to the amended Terms and Conditions of the Agreement.

9.0 Liability

The Port shall have no obligation or liability to the Customer with respect to use or performance of the transponder. The Customer agrees to indemnify and hold the Port, its commissioners, employees and agents, and all other affected agencies, their agents, representatives, and respective employees harmless from and against any damage, loss, cost, expense, injury, or liability relating to, arising from, or as the result of use or the performance of the transponder or as the result of inaccurate customer account information.

10.0 Oregon Law

Oregon law shall govern this agreement and all customer activities related to this agreement. Any legal action filed to interpret or enforce this agreement shall be filed in Hood River County, Oregon Circuit Court.

11.0 Port Notice

Notice will not be considered received by the Port during holidays or non-business hours. Written notice may be hand delivered to a Port employee at the Port Office located at 1000 E. Port Marina Drive, Hood River, Oregon; may be emailed to the Port at porthr@gorge.net; may be mailed to the Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031 or may be faxed to the Port at 541-386-1395. A notice to the Port will be considered received when entered in Port records during regular business hours.

Privacy of Information

The Port of Hood River Privacy Policy stated below is subject to the requirements of State and Federal law and may be amended at any time to comply with applicable statutory requirements. Notice of any changes to this Privacy Policy will be available via email, on your account statement, and/or at the Port Office. Notices will also be posted on the web site. Enactment or changes of laws which affect the Port's Privacy Policy will not be considered an amendment which requires customer notice.

The Port of Hood River will not sell or share the *BreezeBy* customer list with outside marketers.

The Port of Hood River will only collect and retain customer information which the Port deems necessary to properly conduct and record transactions, deposits, and fees and to inform Customers of their account status and/or changes to this Agreement.

The Port may periodically send via email bridge traffic alerts including delays due to bridge lifts or maintenance projects and other information relevant to your *BreezeBy* account.

Information collected by the Port relative to an individual customer's usage will not be released except under the following circumstances:

- a. In response to a court order for specific information.
- b. At the request of authorized law enforcement officials/agencies in the conduct of criminal investigations.
- c. At the request of the individual account holder with proper identification.
- d. As reasonably necessary to administer the account and to collect unpaid tolls.
- e. Or as otherwise required by law.

PORT OF HOOD RIVER PRIVACY POLICY

This Privacy Policy describes the collection, use and security of the information obtained by the Port of Hood River (“Port”) from users of the *BreezeBy* system for efficient and effective operations of the Electronic Toll Collection System. This policy is consistent with Federal and State laws governing an individual’s rights to privacy.

Personal Information Collected

Port collects personal information to facilitate enrollment processing, account maintenance and to better serve *BreezeBy* accounts. Examples of personal information include a user’s name, address, telephone number, email address, credit card number and expiration date, license plate number or other information that personally identifies a *BreezeBy* user. Port obtains this personal information from applications or other forms submitted to Port. Port may also obtain information about a *BreezeBy* user from other sources, such as the Department of Motor Vehicles (“DMV”) to ensure that records are correct and complete.

How Personal Information is Used

Personal information will only be used by Port for the purpose of administering a *BreezeBy* user’s account and managing the *BreezeBy* operations. In the course of administering *BreezeBy* accounts, Port may disclose personal information to third party service providers for the purpose of operating the *BreezeBy* program (e.g. DMV, courts, credit card account processors or collection agencies); otherwise, personal information will not be disclosed to third parties, except as required by law or ordered by a court of competent jurisdiction. Information about a *BreezeBy* user’s use of the Electronic Toll Collection System, but which does not personally identify a user, may be disclosed to others to generate statistical reports for the purpose of managing the *BreezeBy* operation.

Security

Port will take commercially reasonable precautions to safeguard personal information through physical, electronic and procedural means. The Port will treat *BreezeBy* user information confidentially and request third party service providers who receive information from the Port to in the same manner or to be in compliance with the PCI industry regulations pertaining to payment card information.

BreezeBy users retain the right to review and edit all of their personal information pertaining to their accounts, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Port of Hood River office, 1000 E. Port Marina Drive, Hood River OR 97031 by person, by mail, by fax, or by email. Port may adopt procedures for review of such information, including but not limited to charging a fee for processing requests for access to personal information.

Policy Amendments

Port reserves the right to amend this Privacy Policy at any time. If the Privacy Policy is amended the revised policy will be posted on the Port website portofhoodriver.com.

Effective Date

The effective date of this updated Privacy Policy is April 14, 2016.