

iDriveThru.com Inc. – Non-Toll Service Terms and Conditions

The following are the iDriveThru.com Inc. (“IDRIVETHRU”) Non-Toll Service Terms and Conditions. IDRIVETHRU permits registered customers to link a Device(s) (as defined below) to any of their nationally branded credit, debit or prepaid cards and to pay for purchases through the use of those Devices/cards at participating Merchants that accept those cards. Except as the context otherwise requires, the following terms shall have the following meanings:

- (a) “Account(s)” means (i) an account with Us that uses a Device that You already possess from a third-party issuer (a “Third Party Device”) and that You choose to use for IDRIVETHRU Program transactions in accordance with these Terms and Conditions; or (ii) an account with Us that uses a Device that We provide to You (an “IDRIVETHRU Device”) for use in accordance with these terms and conditions;
- (b) “Device(s)” means a windshield mounted RFID transponder that is compatible with the IDRIVETHRU Program and acceptable to IDRIVETHRU, and may be a “Third Party Device” or an “IDRIVETHRU Device”;
- (c) “We”, “Us”, or “Our” means IDRIVETHRU (iDriveThru.Com Inc.);
- (d) “You” or “Your” means the person who has an Account;
- (e) “Merchants” means commercial establishments that participate in the IDRIVETHRU program (the “IDRIVETHRU Program”); and
- (f) “Agreement” means this document, the application and the registration documents and information completed and provided by You in connection with establishing and maintaining Your Account.

Any definition expressly ascribed in the application or the registration documents to any word or term shall only apply to the use of such word or term in the document in which such definition appears and shall not affect or alter the meaning of any term defined in these Terms and Conditions.

IDRIVETHRU is an independent company that is not affiliated with E-ZPass, any Electronic Toll Collection System, or with any toll agency. Please read the following carefully and keep for Your records. By using Device(s) in connection with the IDRIVETHRU Program, You are agreeing to these Terms and Conditions:

1. Authorization

If you choose to use the Non-Toll Service, You authorize IDRIVETHRU.COM INC. to link Your choice of nationally branded credit, debit or pre-paid card(s) to a Device(s) and to process transactions/payments with participating Merchants when the Device(s) is used. You agree to pay all amounts for purchases effected using the Device(s) in accordance with Your card issuer agreement(s) and these Terms and Conditions.

2. Changes and New Terms

We may, at any time and from time to time, change and/or add new terms and conditions to these Terms and Conditions, including without limitation, new fees and/or fee increases, and You agree to these changes and/or new terms and conditions. These changes and/or new terms and conditions will be posted on Our website at www.idrivethru.com, or otherwise communicated as required by law, and will take effect on the date specified therein. Failure to comply with this Agreement may result in termination of your Account.

3. Using Your Device for IDRIVETHRU Program Purchases

To use Your Device(s) for IDRIVETHRU Program purchases with participating Merchants, You must first create an Account with Us by registering Device(s) and linking them to Your choice of Your nationally branded debit, credit or prepaid card(s) at www.idrivethru.com or by using our smart phone app. Registered Devices can only be used at participating Merchants.

When You instruct the cashier at an IDRIVETHRU Program participating Merchant to pay with IDRIVETHRU, IDRIVETHRU reads the Device and charges Your linked payment card. Using IDRIVETHRU through a Third Party Device will not affect any prepaid amounts linked to a Third Party Device for paying tolls as IDRIVETHRU is not linked to Your Toll-Tag account.

For Your protection and for regulatory purposes, upon Our request You agree to provide additional identification/verification information such as a four-digit security code, Your e-mail address, home and/or mobile phone number, date of birth, zip code, etc. We may use this data for a range of purposes, including but not limited to, fraud prevention, identifying lost or stolen

Devices, enhancing usage at participating Merchants that may require identifying information for security purposes, and for other reasons as permitted by applicable law. Additionally, to use the IDRIVETHRU Program, You understand that You will need to provide such information if requested by a Merchant in connection with processing an IDRIVETHRU transaction.

If You do not wish to provide the information, or if the information You provide to Us or to a Merchant cannot be appropriately verified, We reserve the right to refuse to process transactions and/or suspend and/or cancel Your Account. If We refuse to process transactions and/or suspend and/or cancel Your Account, You can continue to use any funds associated with a prepaid card by using the prepaid card itself (but You will not be able to use Your Device for IDRIVETHRU Program purchases).

IDRIVETHRU Devices are non-transferable. You may register and associate more than one Device with Your Account (Third Party and/or IDRIVETHRU Devices). Each Device must be separately activated by adding it to Your Account on Our website or through our smart phone apps. Secondary Devices will function under the same Account as the primary Device. You are responsible for all transactions made with all Devices associated with Your Account. A transaction history can only be viewed through the linked credit, debit or prepaid card provider's website, if made available by the card provider.

Devices associated with Your Account may be used for IDRIVETHRU Program purchases only with IDRIVETHRU approved Merchants that participate in the IDRIVETHRU Program. All IDRIVETHRU Program transactions will be processed against Your linked credit, debit or prepaid card. Your Device is neither a credit card nor a deposit account insured by Us or by the Federal Deposit Insurance Corporation (FDIC) or otherwise. The Device(s) may not be used within the IDRIVETHRU Program for recurring payments, currency exchange transactions, illegal transactions, and/or gambling or for any other purpose that is not expressly authorized by Us.

There is no minimum purchase amount associated with using Your Device. Purchases and transactions (including any transaction fees) will be charged against Your linked, credit, debit or prepaid card(s). If a transaction initiated by You exceeds the remaining balance on Your linked prepaid or debit card or the credit limit on Your credit card, the transaction will not be completed without loading additional funds to the linked prepaid card, making additional funds available on Your debit card or restoring the available credit associated with Your linked credit card. If IDRIVETHRU decides, in its discretion, to allow multiple credit, debit and/or prepaid cards to be associated with each Account, the Merchant will have the option, in its discretion, to process a partial payment with the limited funds associated with one linked payment card, and to process the remainder of the transaction with funds associated with another linked payment card. If Your linked card shows insufficient funds, You will be notified by the Merchant. No overdrafts are permitted.

In the event that You need to return an item You purchased with Your Device(s), the Merchant will handle the item in accordance with its return policies and practices. The Merchant may credit Your credit, debit or prepaid card thereby increasing Your available funds. The funds may take up to 4 business days to be credited to Your linked card.

4. Device Limits

We may impose a daily spending limit for Merchant point-of-sale transactions through Your Device(s). Individual transaction limits may also be imposed, depending upon the type of transaction and other factors determined by IDRIVETHRU. IDRIVETHRU does not support license plate mounted Devices.

5. Fees, Charges and U.S. Currency

Currently, there are no IDRIVETHRU fees or charges associated with the maintenance of Your Account or the use of the Device(s) in connection with purchasing goods and services from Merchants through the IDRIVETHRU Program. However, we reserve the right to charge fees in

the future and you will be informed in advance of any change in our pricing structure. You agree to pay all amounts for purchases effected using Your Device(s).

If you choose not to use a Third Party Device, You have the option to purchase an IDRIVETHRU Device. For each IDRIVETHRU Device that You choose to purchase, You will be charged a fee of U.S.\$20.00. IDRIVETHRU Devices may not be available for sale at certain times and in certain locations.

Funds may be associated with Your Account only in U.S. Dollars and transactions with Your Device(s) may occur only in U.S. Dollars. You agree and confirm that any and all fees and charges payable by You under this Agreement, now or in the future, may be debited or charged by Us directly from available balances associated with Your credit, debit or prepaid card and are non-refundable.

6. Lost or Stolen Devices

If You believe a Device associated with Your Account has been lost or stolen, or that someone has accessed or may access funds associated with the Device without Your permission, it is Your responsibility to deactivate the Device on Your Account and to contact the credit, debit or prepaid card provider in connection with seeking to obtain a refund or credit for any lost amounts as a result of the loss or theft of Your Device(s). If Your lost or stolen Device is a Third Party Device, You must report the loss or theft to the Third Party Device provider. We will not be responsible for any amounts lost by You or from Your Account as a result of Your Device(s) being lost or stolen. Each Replacement IDRIVETHRU Device (in the event an IDRIVETHRU Device is lost, stolen or damaged) will also be subject to an additional U.S.\$20.00 purchase fee.

If You permit someone else to use Your Device, We will treat this as if You have authorized this person to use Your Device and You will be responsible for any transactions effected by such person.

7. Refusal or Inability to Process Transactions

We may restrict access to any Device associated with Your Account, temporarily or permanently, if We notice suspicious activity in connection with the Device. We have no responsibility to restrict, or liability for restricting, access to the Device for IDRIVETHRU Program purchases because of suspected suspicious activity. Access that has been restricted by Us will be reinstated if We determine in Our sole discretion that there has been no unauthorized or otherwise prohibited use of the Device.

Additionally, We may refuse or be unable to process transactions, for reasons, including but not limited to the following:

- If a Merchant refuses to honor the Device;
- If You do not have sufficient available funds or credit associated with the Device to make a purchase;
- If the Device reader, terminal or system is not working properly;
- If the Device is expired, damaged, or revoked;
- If the transaction information supplied to Us by You or a third party is incorrect or untimely;
- If circumstances beyond Our control prevent a transaction;
- If the Merchant authorizes an amount greater than the purchase amount;

There may be other applicable reasons, including but not limited to, as otherwise provided or permitted by state or federal laws.

8. Lending Devices; Identification Verification

If You permit someone else to use Your Device, We will treat this as if You have authorized this person to use Your Device at their discretion for that transaction and any future transactions. You will be responsible for any and all transactions effected by such person. This will apply to any Device(s) associated with Your Account.

We may ask You to answer identification verification questions and when We do, Your Device(s) will only allow 3 incorrect answers in one day before the IDRIVETHRU security system will lock You out, preventing access to the IDRIVETHRU Program. Your ability to use Third Party Devices and the linked credit, debit or prepaid card(s) for transactions outside the IDRIVETHRU Program will not be affected. The Device will remain locked for a 24 hour period.

9. Transaction Activity

A transaction activity report can be obtained through the linked credit, debit or prepaid card provider(s), if made available by such provider. We may provide on our website, in our discretion, information concerning certain recent transactions.

10. Error Resolution Procedures

In case of errors or questions about transactions arising from the use of Your Device(s), or if any records You review show transactions that You did not make, You must immediately contact Your linked card provider's Customer Service Department. You must follow the rules set by Your linked card provider.

11. Disclosure of Information to Third Parties

We may disclose information to third parties about Your Account, Device(s) or the transactions that You make:

- where it is necessary and/or helpful for completing the transaction;
- to verify to a third party the existence and condition of Your Device;
- to comply with government agency or court orders;
- if You give Us Your consent; and/or
- as otherwise required by law.

Additionally, You acknowledge and agree that We are permitted to collect certain information about You and Your IDRIVETHRU Program transactions on an anonymous basis, including but

not limited to the personal information We collect about You. We obtain aggregate data by combining into groups anonymous data that meet certain criteria. We may contract with and retain third parties to anonymize or aggregate data on Our behalf. We are permitted to share aggregate or anonymous information in various formats with unrelated entities, and are permitted to work with those entities to do research and provide products and services.

12. Closure, Expiration, or Revocation of Device(s)

Device linked prepaid cards associated with Your Account may only be unloaded and closed by contacting the prepaid card provider, if permitted by the prepaid card provider.

In the event that Your Third Party Device is replaced, You must update Your Account to delete the information about Your replaced Device and, if You choose, add information about Your new Device. New Devices will only work in connection with IDRIVETHRU purchases after You activate them by adding them to Your Account on Our website.

13. Governing Law

This Agreement shall be governed, construed, and enforced in all respects, and all causes of action relating to terms or conditions of Device usage, or terms and conditions of the Account and/or this Agreement, shall be brought in and decided according to the laws of New Jersey, without regard to its internal conflicts of law principles.

If any part or provision of this Agreement shall be void or unenforceable, it will not affect the validity and enforceability of any other provision of this Agreement which shall be severable and the balance of this Agreement shall continue in full force and effect to the fullest extent possible after severance of the part or provision which is void or unenforceable.

14. Forum Selection, Personal Jurisdiction and Forum Non Conveniens

In the event of any dispute concerning, or relating to, or arising from, directly or indirectly, these Term and Conditions, the Agreement, Your Account, and the IDRIVETHRU Program (i) suit may be brought exclusively in any New Jersey State court or U.S. federal court located within the State of New Jersey, (ii) each party hereby irrevocably submits to the jurisdiction of such court in New Jersey, (iii) each party hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the above-named courts, that its property is exempt or immune from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that the Agreement or the subject matter hereof may not be enforced in or by such court, and (iv) hereby waives and agrees not to seek any review by any court of any other jurisdiction.

15. Entire Agreement

Except for the terms, conditions, confirmations, declarations and representations set out in the registration documents completed by You at the time You establish and update Your Account, which shall continue to bind You, the terms and conditions herein supersede all previous terms and conditions (if any) and all prior representations and agreements between the parties relating to the subject matter of this Agreement. This Agreement sets out the entire, complete and exclusive agreement and understanding between the parties relating to the subject matter hereof.

Effective December 2015