

GORDIE HOWE INTERNATIONAL BRIDGE TOLL SYSTEM AGREEMENT TERMS AND CONDITIONS – BUSINESS POSTPAID CUSTOMER

1. Introduction

These Terms and Conditions govern Breakaway Accounts and form a binding agreement between the Customer (in these Terms and Conditions, any references to “you” and “your” means the Customer, an eligible business entity) and Windsor-Detroit Bridge Authority (“WDBA”), its operator BNA O&M General Partnership (“BNA”) and its successors (BNA and its successors shall collectively be referred to as “Provider”). WDBA is the Canadian Crown corporation responsible for delivery and project oversight of the Gordie Howe International Bridge between Windsor, Ontario and Detroit, Michigan.

Breakaway is an electronic toll collection system that is operated by BNA on behalf of WDBA. It enables registered account owners and members to obtain tags and allows postpaid invoicing and payment of tolls to cross the Gordie Howe International Bridge.

Please read these Terms and Conditions, specific to postpaid accounts, carefully before selecting the box to confirm your acceptance.

2. Customer Account

To be eligible for a postpaid account you must complete and submit the required application form and documents that demonstrate adherence to the following postpaid account requirements: the account holder operates a commercial enterprise that owns or leases at least five vehicles, the customer conducts an estimated 1000 crossings per month, and the customer maintains the minimum credit worthiness requirements established by WDBA

Once your request of having a postpaid account is approved by WDBA you will be able to continue through the account set up process online through the Gordie Howe International Bridge website, through the mobile application (once launched) or through the support of Breakaway Customer Care.

Once your account is open, you can access and manage your Breakaway Account by visiting the Gordie Howe International Bridge website and logging in using the email address and password associated with your Breakaway account, through mobile application (once launched) or by contacting Breakaway Customer Care.

Customer Responsibilities

You are responsible for ensuring that all information and details contained in your account are accurate, complete, and kept up to date. This includes your company name, contact, shipping address, mailing address, email, telephone number, registered vehicle(s) and their licence plate number(s), as well as required credit card information (including expiry dates) or pre-authorized

debit bank account information associated with your account. You shall promptly update any changes or correct any inaccuracies using the online customer portal, or by contacting the Breakaway Customer Care Centre by telephone or email. Failure to keep your information current may impact billing and notification services, which may result in you paying interest charges and other penalties.

Your account must be maintained in good standing. You have the option to pay amounts owing using electronic remittance means such as Electronic Funds Transfer (EFT), Automated Clearing House (ACH) or credit card payment processed via Breakaway Customer Care Centre by telephone or through the online customer portal.

Closing an Account and Refunds

You may request to close your account at any time by contacting Breakaway Customer Care by telephone or email.

In the event of an overpayment on a closed account, refunds will be issued in the currency of the account at the later date of: (i) 30 days after the last transaction on the account, or (ii) the date of account closure. The Provider will refund any amount greater than \$2 CAD or \$2 USD. The Provider will not issue refunds for balances or amounts less than \$2 CAD or \$2 USD. The refunds will be remitted electronically to the bank account or credit card on file or in the form of a cheque mailed to the customer mailing address on file at the time of closure. Amounts credited to your account balance by Breakaway through promotional offers will not be refunded.

When you request to close your Breakaway Account, the account shall be queued for closure immediately, including the cancellation of tags associated with your account. You acknowledge that these cancellations and final account closure will take effect in no longer than one (1) hour, and any toll charges incurred during this one (1) hour shall revoke the account closure. An account with an outstanding balance must have approved payment processed prior to its closure.

If you choose to close your account, this Agreement will terminate in its entirety, and you will have limited access to your online Breakaway Account. This means that the Provider will deliver your bills and related notices, including any notices of failure to pay by ordinary mail, pursuant to applicable law.

WDBA or the Provider may terminate this Agreement at any time and reserves the right to subject the Customer to certain conditions.

3. Tag Use

Each vehicle registered in your business postpaid account is eligible to receive a tag free of charge. A tag is an electronic device that, when correctly mounted on a vehicle, allows for the electronic collection of toll charges. You can register a vehicle and order a tag by using the online customer portal, or through Breakaway Customer Care by telephone or email. Your use of the tag is simply a method of facilitating payments and does not excuse you from your obligation to pay all fees and charges that may be owing to WDBA and/or the Provider at any time.

Tag Distribution and Maximum Tags Allowed per Account

Tags will be distributed by mail with mounting instructions. You agree to only install the tag on the vehicles registered with the corresponding license plate. These instructions must be followed carefully, and the tag must be properly paired with the assigned vehicle to ensure correct usage. Failure to do so may result in the tag not being read in the toll lane and the gate not being raised. It is strictly prohibited to affix or transfer the tag to any vehicle other than the vehicle associated with the license plate at the time of registering.

Tags must be activated prior to their initial use. Activation can be completed through the online customer portal or through Breakaway Customer Care by telephone.

There is no limit to the number of tags/vehicles that can be registered on a single account.

Lost Tags/Replacement Tags

In the event your tag is lost, stolen or damaged, you must immediately notify the Provider via online portal or contacting Breakaway Customer Care by telephone or email. Until notification is received, you remain responsible for any toll charges incurred using the tag.

The Provider will refuse to honour lost, stolen or damaged tags that have been reported and deemed to be no longer valid. Replacement tags can be ordered via the online customer portal, or by contacting Breakaway Customer Care by telephone or email.

A windshield change requires the tag to be replaced as it cannot at any time be removed or reinstalled for use.

The Provider may, in its sole discretion, require the use of a different type of tag which may be more appropriate for technical or other reasons.

4. Tolls & Pricing

Tolls are charged a flat rate for passenger vehicles depending on the height of your vehicle and axle-based rates for commercial vehicles. If your vehicle, together with any mounted or attached accessories, is equal to or greater than 2.3 metres in height, the vehicle may be classified as large vehicle. Personal vehicles with mounted or attached accessories are encouraged to use the attended toll lane to ensure appropriate toll rates are applied. Additional information regarding all vehicle classes, height, per axle costs, and trailer costs are available on the Gordie Howe International Bridge website and through the Breakaway Customer Care.

Charges to your Breakaway Account include but are not limited to, toll charges, administrative fees, interest charges on unpaid balances, etc., as defined in Annex A below, as may be amended from time to time.

Every crossing will be billed according to the pricing in effect at that time. This information is available on the Gordie Howe International Bridge website and through Breakaway Customer Care.

You acknowledge that the electronic toll collection system prioritizes Gordie Howe International Bridge tags over other agency tags. Lanes designated as dedicated for electronic toll collection may only be used by vehicles equipped with valid tags. However, vehicles equipped with valid tags, with accounts in good standing, may use any open toll lane.

If the tag identification is not found by the electronic toll collection system, or if your Breakaway Account is not in good standing (e.g. unpaid or overdue account), the vehicle can be processed through the identified automatic toll collection lane where customers can pay the standard toll rate with a non-cash acceptable payment option such as credit card or debit card, or through the attended toll lanes where cash and non-cash forms of payment are accepted. Once payment is approved, the gate is opened, and the vehicle is allowed through.

5. Mobile App (Use of)

A mobile application will be available for your convenience offering the same features and functionality as the online customer portal, on the App Store and Google Play.

6. Payment of your Customer Account & Invoices

Amounts Due and Payments

By registering for a Breakaway Account, you agree to pay any amount due in full each month and cover all applicable tolls, charges, and fees outlined in this Agreement. You may add funds to your account, make one-time payments, or set up automatic account payments through the online portal or Breakaway Customer Care via telephone. You are required to perform a minimum of 1000 trips per month.

You agree that WDBA can access your organization's credit report from a commercially available credit data analytics organization (e.g. Equifax) to assess your credit rating against the identified threshold of projected bridge crossings provided in your application. A financial guarantee may be further requested by WDBA to open a postpaid account and will be assessed on a case-by-case basis based on credit ratings. If applicable, this guarantee may take the form of a letter of credit, performance bond or other comparable instrument backed by a recognized financial institution.

The account will be subject to a defined financial threshold. Throughout the billing cycle, you are responsible to ensure that the total of unpaid transactions does not exceed the defined financial threshold for your account. The account holder shall add funds, as required, to the account to decrease the unpaid balance and avoid exceeding the credit limit. Should the outstanding balance or transaction volume exceed this threshold, WDBA reserves the right to require an increase in the value of the collateral to maintain adequate coverage, if applicable. WDBA and the Provider reserve the right to retain this document on file for the duration of the Agreement.

Your account will be charged each time your tag is used for each crossing of the Gordie Howe International Bridge. The tolling system is designed to detect your vehicle's class in order to apply the appropriate toll rate.

By paying your account, you acknowledge and accept that all payments are non-refundable, and no credit or reimbursement will be provided under any circumstances, unless otherwise stated in this Agreement.

Overpayments

In the event of an overpayment on a postpaid account, the excess amount will be retained as a credit balance and automatically applied to future invoices.

Automatic Payments

If you choose to enable automatic payments, you authorize the Provider to charge all amounts from your payment method(s) linked to your Breakaway Account when your monthly invoice is due. If you choose to enroll in the AutoPay program, it is your sole responsibility to cancel or opt out prior to the next charge. Once the charge is processed, no refund or credit will be issued unless otherwise stated in this Agreement. You authorize the Provider to keep your credit card, debit card or bank account information on file in order to replenish your account when necessary.

Non-Automatic Payment

If you choose the non-automatic payment method, you agree to monitor the postpaid invoice of your Breakaway Account and to pay any amount necessary to ensure that your account stays in good standing/current billing status.

Invoices are payable within 30 days of issuance. Failure to remit payment within this period may result in interest charges applied to the outstanding balance at a rate of 3% (interest charges subject to change).

It is your sole responsibility to ensure that you pay the amount due on your postpaid account and that the payment information provided in your Breakaway Account is up to date. The Provider has no obligation to notify you when your Breakaway Account is overdue, or when the payment method information is expired or is soon to be expired.

If your Breakaway Account is overdue by 30 days, you will receive a notice from Breakaway Customer Care requiring any such payment, plus administrative fees and interest, if applicable. If such default persists, 60 days after payment due date, you will receive a second notice warning of the potential consequences of unpaid tolls. Additional administrative fees and interest will continue to be imposed. Any refusal to pay the balance of an invoice including the associated administrative fees and interest, 90 days after payment is due, may lead to the termination of your customer account, cancellation and marking of your tags as invalid, and your account will be referred for external collection, as applicable. If your account remains unpaid for longer than 90 days, the Provider shall likewise refuse passage and instruct the drivers of all vehicles associated with your account to follow the turnaround route.

Account Invoices

Monthly account invoices will be made available online and you will receive an email notification, to your registered account email, when your invoice is ready to view. The Provider will notify the

account owner that invoices and related notices are available, including any notices of failure to pay and subsequent notices, by electronic transmission.

You acknowledge that it is your responsibility to regularly log into your Breakaway Account and to address any service issues including contacting Breakaway Customer Care, by telephone or email, upon becoming aware that you have not received a link to your paperless invoice or related notices. You agree to contact Breakaway Customer Care, by telephone or email, within 30 days of the invoice date if you believe there are discrepancies that require corrective action, failing which the invoice shall be deemed correct and shall no longer be contestable.

If you prefer to receive a paper copy of your statement by mail or to receive a statement in alternate formats, contact Breakaway Customer Care to activate such delivery option. You may be charged a fee for choosing to receive a paper copy of the invoice, instead of receiving it via email. Paper invoices will not be reprinted or duplicated.

7. Disputes (Reviewing Disputed Transactions)

If you believe a toll charge, account fee, or other transaction has been applied in error, you must notify Breakaway Customer Care as soon as possible and within 30 days of the invoice date in question. Disputes shall be submitted through email or telephone.

Submitting a Dispute

When submitting a dispute, please provide relevant details such as the account number, transaction date, the amount in question and any supporting documentations (vehicle registration, time of travel, invoice screenshot).

Responses to Disputes

The Provider will review all disputes and provide a response within a reasonable timeframe, typically within 10-15 business days. If additional time is required, the Provider will notify you accordingly.

If the dispute is resolved in your favour, your account will be credited accordingly. If not, an explanation will be provided outlining the reason for the denial.

The filing of a dispute does not relieve you of your obligation to pay all other undisputed charges.

8. Disclaimers and Limitation of Liability - Sharing Your Information

Your use of the Breakaway Account, paperless billing and notification services is at your sole risk, and you acknowledge that such services are provided on an “as is” and “as available” basis and WDBA and/or the Provider do not make or give any guarantee, representation, warranty or condition of any kind, whether express or implied, statutory or otherwise, including, without limitation, warranties as to: (a) uninterrupted or error-free transactions; (b) the timeliness, delivery in any form, sequence, accuracy, completeness or functionality of services or features; (c) the deletion or

failure to store any user data, communications, or personalized settings; or (d) the privacy, security, non-infringement, or fitness for a particular purpose of data or content.

WDBA and the Provider also disclaim all liability and responsibility for any act, omission or occurrence directly or indirectly caused by a *force majeure* event including, without limitation, acts of God, extraordinary weather, epidemics or pandemics, fire, war, insurrection, acts of terrorism, cyber-attacks, labour disputes, acts of government, power failures and/or impacts to equipment, software, or network infrastructure.

WDBA and the Provider prioritize the privacy and confidentiality of your information. As the account holder, you are the only person who may disclose, share, or grant access to information detailed in your account to any other person. See Breakaway Privacy Statement for additional information.

The Provider can monitor the use of tags for purposes of collection of accounts, traffic analysis and detection of non-compliance with this Agreement and can record video images (and/or photos) of your vehicle while travelling through the Ports of Entry, at the Toll Plaza and during crossing on the Gordie Howe International Bridge.

The Provider may change the terms of this Agreement at any time by providing electronic notice to the email address on your Breakaway Account. If the tag is used after the new terms of the Agreement have been sent, you shall be bound by the new terms.

If you breach any terms and conditions of this Agreement and/or your acts or omissions cause WDBA and/or the Provider any harm (financial, reputational, or otherwise), you agree to indemnify and hold harmless WDBA and/or the Provider and its affiliates for any related claims, damages, or losses.

WDBA, the Provider and their affiliates will not be liable for any direct, indirect or consequential losses, damages, costs or expenses related to your Breakaway Account or paperless billing and notification services, such as losses or damages arising from service downtime, errors or omissions in data, web or digital content, unauthorized access to or alteration of transaction data, use of any third party links, technical issues that prevent or otherwise limit your access to services or features, including access to Breakaway paperless bill, or any internet viruses or malware you may download.

This Agreement only speaks to the customer's right to use a tag and to open a Breakaway Account. All tags and all other rights of the toll infrastructure remain the exclusive property of WDBA.

9. Interoperability

If the Gordie Howe International Bridge Toll System becomes interoperable with other toll systems, (i) you acknowledge that your use of a tag at an away agency's toll facility subjects you to the rules and regulations of that facility, and (ii) you authorize WDBA/BNA (your home agency) and such away agency to share transaction information for the purposes of invoicing and collecting the proper toll charges for the use of the away agency's toll facility, or if such disclosure is required by the law of



Your pass to the Gordie Howe International Bridge

Breakaway Customer Care
9 Broadway Street, Building G
Windsor, Ontario, N9C 0E2

the jurisdiction in which toll charges were incurred or by the order of a court of competent jurisdiction.

10. How to Reach Breakaway Customer Care:

Customer Service Centre: 1-855-200-3299
Email Address: customerservice@breakawaypass.com
Mail: Breakaway Customer Care
9 Broadway Street, Building G
Windsor, Ontario, N9C 0E2

Annex: Definitions

Recovery Fees

Recovery fees are imposed on users of vehicles which are not exempt and failed to pay the toll rate when crossing the Toll Plaza, or have registered accounts with unpaid amounts.

Administrative Fees

Administrative fees may be incurred for account management services, replacement of transponder and non-electronic toll collection payment in the Electronic Toll Collection Lane.