

## **GORDIE HOWE INTERNATIONAL BRIDGE TOLL SYSTEM AGREEMENT TERMS AND CONDITIONS – BUSINESS/PERSONAL PREPAID CUSTOMER**

### **1. Introduction**

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

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

### **2. Customer Account**

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Opening an account can be undertaken 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 customer portal on 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 name, billing address, mailing address, email, telephone number, registered vehicle(s) and their licence plate number(s), as well as any required debit card, credit card or banking information (including expiry dates) associated with the account. For business accounts, a company name and main individual contact will also be required. You shall promptly update any changes or correct any inaccuracies using the online customer portal or through Breakaway Customer Care by telephone or email. Failure to keep your information current may impact billing and notification services, which may result in you paying additional fees and other penalties.

Your account must be maintained in good standing. Should you have a debt recognition to pay, you have the option to pay via Breakaway Customer Care Centre by telephone, through the online customer portal or by mailed cheque.

### ***Closing of an Account and Refunds***

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

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's 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 Breakaway Account.

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**

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Each vehicle registered under your prepaid account is eligible to receive a tag free of charge in accordance with the table below. 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 and 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 vehicle(s) registered with the corresponding licence 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 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 licence 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. Please see the table below for the maximum number of tags allowed for business and personal prepaid customers:

Prepaid Customer Type	Tags Allowed on a Single Account
Business prepaid customer	Unlimited
Personal prepaid customer	4

### ***Lost Tags/Replacement Tags***

If your tag is lost, stolen or damaged, you must immediately notify the Provider by contacting Breakaway Customer Care via 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**

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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 a large vehicle. Personal vehicles with mounted or attached accessories are encouraged to use the attended toll lane to ensure correct 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 or by contacting Breakaway Customer Care.

Charges to your Breakaway Account include but are not limited to, toll charges, administrative fees, and recovery fees, 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 or by contacting Breakaway Customer Care.

You acknowledge that the electronic toll collection system prioritizes Gordie Howe International Bridge tags over other agency tags. Lanes designated 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. insufficient balance), the vehicle can be processed through the identified automatic toll collection lane where customers can pay the standard toll rate with credit card or debit card, or through the attended toll lanes where cash and non-cash forms of payment are accepted, or a failure to pay receipt will be issued. Once payment is approved, the gate is opened, and the vehicle is allowed through.

## 5. Mobile App (Use of)

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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 & Statements

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### ***Initial Deposit and Maintaining a Positive Prepaid Balance***

By registering for a Breakaway Account, you agree to maintain a prepaid positive credit balance and cover all applicable tolls, charges, and fees outlined in this Agreement. A positive prepaid balance does not earn interest. You may add funds to your account, set up automatic account replenishment, or make one-time payments through the online customer portal, or through Breakaway Customer Care (telephone). You are required to make an initial deposit to request tags. Please see the table below for minimum initial deposit for Business and Personal prepaid accounts:

<b>Prepaid Customer Type</b>	<b>Minimum Initial Deposit</b>
Business prepaid customer	\$150 CAD or USD
Personal prepaid customer	\$50 CAD or USD*

\*Prior to bridge opening, personal prepaid initial deposit is reduced to \$20 CAD or USD

You authorize the Provider to charge, from the balance of your Breakaway Account, all amounts necessary to pay all toll charges and any administrative and recovery fees, arising from the use of the Gordie Howe International Bridge and any other amounts owed to the Provider. Payment will be taken from your account each time your tag is used at 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 funding 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.

### ***Automatic Replenishment***

If you choose to enable automatic replenishment, you authorize the Provider to take payment from your preferred payment method linked to your Breakaway Account. Please see the table below for minimum automatic replenishment amounts for Business and Personal prepaid customers:

<b>Prepaid Customer Type</b>	<b>Amounts for Automatic Replenishment</b>
Business prepaid customer	\$100 CAD or USD
Personal prepaid customer	\$20 CAD or USD

Replenishment of these amounts will occur whenever your account balance reaches/goes below the replenishment thresholds as provided in the table below.

<b>Prepaid Customer Type</b>	<b>Threshold for Automatic Replenishment</b>
Business prepaid customer	\$75 CAD or USD
Personal prepaid customer	\$15 CAD or USD

If you choose to enroll in the auto replenishment 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 Replenishment***

If you choose the non-automatic replenishment payment method, you agree to monitor the prepaid balance of your Breakaway Account and to pay any amount necessary to ensure that your account balance is always positive and sufficient to meet the minimum account balance, pay the toll charges, administrative fees and recovery fees arising from the use of the Gordie Howe International Bridge.

It is your sole responsibility to ensure that the balance of your prepaid account is adequately sufficient and that the payment information provided in your Breakaway Account is up to date. The Provider has no obligation to notify you when the balance of your Breakaway Account is negative or below the replenishment threshold, or when the payment method information is expired or is soon to be expired.

If the prepaid balance of your customer account is insufficient to ensure full payment of toll charges or other fees, your account will be considered in default. The electronic toll collection system will not process any transaction for your use of the Gordie Howe International Bridge. However, the vehicle can be processed through automatic toll collection where customers can pay

the standard toll rate with a non-cash acceptable payment option, or through the attended lanes where cash and non-cash forms of payment are accepted.

If your Breakaway Account is overdue by 30 days, you will receive a notice from the Provider requiring any such payment, plus administrative and recovery fees 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 recovery fees will continue to be imposed. Any refusal to pay outstanding accounts balances and/or fees may lead to the termination of your customer account, cancellation and marking of your tags as invalid. If you have failed to pay on multiple occasions, the Provider shall refuse passage to any vehicle registered under your account and shall instruct the driver of such vehicle to follow the turnaround route.

### **Recovery Fees**

Recovery fees may be imposed for any unpaid amounts for pre-paid accounts.

Violation payments are due immediately upon issuance of notice in the amounts below.

<b>Prepaid Customer Type</b>	<b>Recovery Fees – 30 Days</b>	<b>Recovery Fees – 60 Days</b>
Business prepaid customer	\$50 CAD or USD	\$100 CAD or USD
Personal prepaid customer	\$10 CAD or USD	\$20 CAD or USD
NSF cheque	\$25 CAD or USD	

### **Account Statements**

Monthly account statements will be made available online and you will receive an email notification, to your registered account email, when your statement is ready to view.

The Provider will notify the account owner that 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 paperless statement or related notices. You agree to contact Breakaway Customer Care, by telephone or email, within 30 days of the statement date if you believe there are discrepancies that require corrective action, failing which the statement 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 the Breakaway Customer Care to activate such delivery option. You may be charged a fee for choosing to receive a paper copy of your statement, instead of receiving it via email. Paper statements will not be reprinted or duplicated.

## 7. Disputes (Reviewing Disputed Transactions)

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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 statement 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, statement 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 maintain a sufficient account balance or to pay all other undisputed charges.

## 8. Disclaimers and Limitation of Liability - Sharing Your Information

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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 pass to the Gordie Howe International Bridge

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

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 over the toll infrastructure remain the exclusive property of WDBA.

## 9. Interoperability

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

## 10. How to Reach Us:

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



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## **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(s) and non-electronic toll collection payment in the Electronic Toll Collection lane.