



## INVITATION TO THE MEDIA

November 16, 2009 Contact: Drew Snider
Phone: (604) 453-3054

## **REMINDER - Behind the scenes at Quickpass**

There have been numerous requests for stories and background information regarding the Golden Ears Bridge and the Quickpass electronic tolling system. TransLink and Quickpass have arranged for a special behind-the-scenes tour for members of the media, to show how the system works and answer some basic questions:

- How are vehicles recorded for billing purposes?
- What are the checks and balances to ensure people are charged appropriately?
- What is the process if a customer feels their bill is incorrect?
- What has been the impact of the Golden Ears Bridge and Quickpass on the Pitt Meadows/Maple Ridge community, both in terms of commuting patterns and the economy? There'll be an opportunity to connect with members of the community and learn about their stories

Rosa Rountree, the manager of Quickpass, will conduct the tour and show you some of the amazing technology behind the process. There'll also be coffee and goodies.

Aside from giving you some ideas for fascinating feature stories, the tour will mainly put you in a better position to know, should you get queries from the public about the billing process on the Golden Ears Bridge, whether something has "gone wrong" or whether the system is, in fact, working as it should.

The tour will take place on **Thursday, Nov. 19** at **10am** at the offices of Quickpass Tolling, **12167 Harris Road, Pitt Meadows.** (From Lougheed Highway, turn south on Harris Road, across the railroad tracks, and in a small shopping centre on your right. You can find a map <a href="here">here</a>.)

We look forward to seeing you there.



## **Technology:**

## 1. Electronic Toll Collection (ETC) System

The ETC system consists of a fully integrated lane controller and back office platform. It is fully configurable for local business requirements, and has been proven in a number of existing projects.

## 2. Open Road Tolling (ORT)

Open Road Tolling is made possible by the lane controller platform that integrates the subsystems below used for capturing toll transactions:

- a) Automatic Vehicle Identification System
- b) Automatic Vehicle Classification System, and
- c) License Plate Recognition System.

## 3. Automatic Vehicle Identification (AVI) System

This subsystem consists of antennas mounted on the toll gantry and Quickpass Transponders mounted in customer vehicles. Transponders are automatically identified by its built in radio frequency (RF) detector. Transponders respond to a signal from the antennas by reflecting and modulating the antennas' RF signal. Once activated, the transponder returns a pre-programmed code to the antenna, allowing for identification of the transponder.

## 4. Automatic Vehicle Classification (AVC) System

Vehicles are automatically detected and classified by a laser scanner at the bridge gantry. The laser scanners provide detection, separation, position, speed, length, width, height and dimensional classification of vehicles passing through its field-of-view. The system is designed to communicate with the lane controller platform through its data connector.

## 5. License Plate Recognition (LPR) System

This subsystem is an integrated combination of cameras, lightings, plate acquisition application, Optical Character Recognition (OCR) application, and computer resources to run those applications.

Vehicle license plate images are captured anywhere they may be present in the capture zone across the roadway, including the shoulder lanes. The image capture is performed by six high resolution cameras (three front cameras and three rear cameras) per lane and a total of forty cameras for the entire toll gantry.

## 6. Quickpass Transponder

The Quickpass Transponder is a SIRIT Title 21. It is reliable and has an estimated average battery life of 5 years.

## 7. Toll Customer Relationship Manager (CRM) System

This system, part of the back office platform, provides a full range of transaction processes. It is highly configurable with extensive pre-configured reporting and comprehensive report building capabilities. The system employs scalable system architecture with networked database servers and application workstations integrating both hardware and software. Technology is built on a MS Windows development platform to ensure core components deliver a high degree of flexibility and reliability.





## TollCRM features include:

- Customer Account Creation and Maintenance
- Revenue Processing and Auditing
- Electronic Transponder Assignment
- > Customer Service Representative Reconciliation
- Digital Image Review
- Correspondence Processing
- Interface with ICBC, Debit and Credit Card Banking
- Inquiry Event Logging, Escalation and Resolution

## 8. Toll System Maintenance

Maintenance is primarily provided by on-site personnel and local field service contractors, who are supported by the Maintenance Online Management System (MOMS) which is a state-of-the-art alarm management system that notifies Operations and Technical Support of any immediate problems or issues that potentially impact the system and its operating performance.

## 9. Key Measurements

	Requirements Description	Current Performance Required	Results
AVI System	Correctly identifying a Transponder and its lane location regardless of traffic, operation and weather conditions	Min. 99%	99.0%
AVC System	Vehicle Detection Accuracy	Min. 99.5%	99.57%
	Vehicle Classification Accuracy	Min. 97%	98.34%
LPR System	Success rate of capturing a license plate using the photographic devices comprised in the Toll System	Min. 99%	99.14%

## Toll Adjustments processed since July 16<sup>th</sup>:

Toll Transactions	2,229,000	
No. Adjustments	17,530	
%	Avg.: 0.79%	



## **Quickpass Customer Service:**

## 1. Quickpass Customer Service Centre Locations

- a) North side of the Golden Ears Bridge at: 12167 Harris Road, Pitt Meadows
- b) South side of the Golden Ears Bridge at: Unit 12, 8948-202<sup>nd</sup> Street, Langley

## 2. Website

www.quickpasstolling.ca

On the website you can:

- a) Lease a transponder
- b) Register your vehicle
- c) Pay your bill
- d) Update your account
- e) Send us your feedback
- f) Access related information

## 3. Quickpass Customer Service Centre and Interactive Voice Response (IVR) System

Customers calling the Quickpass Customer Service Centre have the option of speaking with Quickpass Customer Service Representatives or accessing general information or information on their account through the IVR system. The IVR system is fully integrated to allow customers to have access to a full host of maintenance and informational functions 24 hours a day, seven days a week, including the ability to query their account status, review tolls, and make payments over the phone.

Customers with questions regarding their Quickpass invoice are requested to contact the Quickpass Customer Service Centre at (604) 460-5050 or toll-free at 1-877-299-0599. Customer Service Centre hours of operations are 8am to 6pm, Monday to Friday.

## 4. Bill Payment Options

Customers have many options available to them to pay their bill, including by:

- a) Credit Card at the Quickpass offices, over the phone or via the website
- b) Pre-Authorized Debit
- c) Debit Card at the Quickpass offices
- d) Cash (not at Langley)
- e) Cheque/Money Order
- f) Internet or Telephone banking
- g) ATM or Financial Institution
- h) 24 hour Interactive Voice Response (IVR) system



## **Information Sharing:**

## 1. ICBC information sharing

Users of the Golden Ears Bridge who choose not to register with Quickpass have their license
plates photographed each time they use the bridge. To enable Quickpass to collect tolls from
unregistered users, there is an Information Sharing Agreement in place with ICBC. Each day,
Quickpass sends a list of BC license plate numbers of vehicles that have used the Golden
Ears Bridge, which cannot be matched to existing Quickpass accounts, to ICBC to obtain
name and address information of the vehicles' registered owner.

## Registering your unregistered vehicle

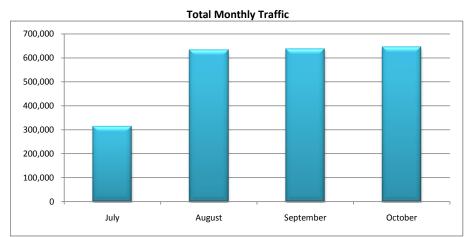
 Unregistered users can easily and conveniently become registered, and therefore pay a lower toll rate, by simply calling the Quickpass Customer Service Centre at (604) 460-5050 or by going to the website and selecting "Pay as You Go" where the link will take you to a "Register Now" prompt.

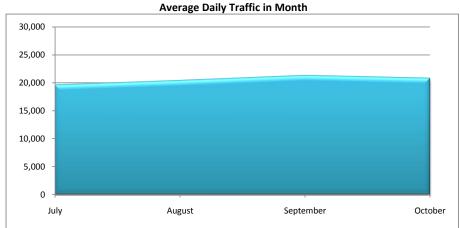
## **Security:**

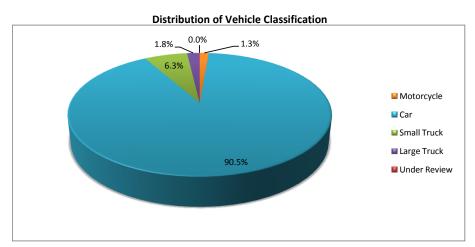
## 1. Payment Card Industry Data Security Standard (PCI-DSS) compliance.

- Transroute International Canada Services, Inc. has implemented technical and operational security system controls that have been certified as complying with the PCI-DSS. This system allows us to assess, monitor and report on the controls implemented, and provide confidence to our customers that their data is secure.
- Closed Circuit Television (CCTV) is used at the Quickpass Customer Service Centres to protect client and customer's private property, employee private property, provide for the safety of employees, customers and visitors and help us meet the Payment Card Industry-Data Security Standard.

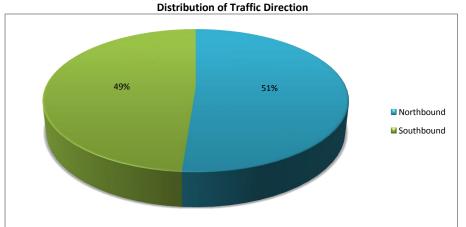








**Traffic by Direction** 



July
August
September
October

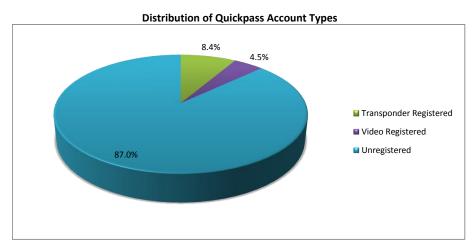
Year-to-date

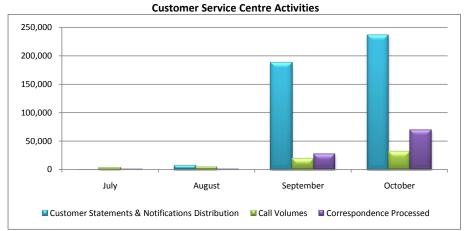
			-	
Nort	hbound	Southbound		Total
1	60,900	152,200		313,100
3	24,400	308,300		632,700
3	28,800	309,500		638,300
3	27,200	317,700		644,900
1,1	41,300	1,087,700		2,229,000

	Average Daily Crossings by Vehicle Classification						
	Motorcycle	Car	Small Truck	Large Truck	Under Review	Total	
	400	17,500	1,400	300	-	19,600	
	400	18,500	1,200	300	-	20,400	
	300	19,300	1,300	400	-	21,300	
	100	18,900	1,400	400	-	20,800	
-	300	18,600	1,300	400	-	20,500	

Traffic by Vehicle Classification					
Motorcycle	Passenger Car	Small Truck	Large Truck	<b>Under Review</b>	Total
29,400	2,017,700	140,800	40,400	700	2,229,000







Quickpass Account Types					
	Transponder Registered	Video Registered	Unregistered	Total	
				_	
Year-to-date	25,900	13,900	266,900	306,700	

<b>Customer Service Centre Activities by Month</b>					
	July	August	September	October	Total
Customer Statements &					
Notifications Distribution	160	6,980	187,590	236,480	431,210
Call Volumes	3,580	4,630	19,510	31,530	59,250
Correspondence Processed	740	950	27,040	69,420	98,150





**Invoice Number** 

**Invoice Date** OCT 1 2009

**Billing Period** SEP 1 2009 to SEP 30 2009

\$122.00

Your transponder should be installed in a horizontal position as shown in the transponder guide in order to receive the lowest toll rate.

## **Account Summary**

Total amount due :		\$122.00
Refunds		\$0.00
Payments		\$85.40
Total New Charges		\$122.00
Other Adjustments	\$0.00	
Interest	\$0.00	
Account Fee	\$0.00	
Video Toll Charges	\$122.00	
Transponder Toll Charges	\$0.00	
Previous Balance Due		\$85.40

Please pay this amount by OCT 31 2009.

If you have a preauthorized payment arrangement, payment will be withdrawn automatically from your account 10 days after your invoice date.

All amounts are in Canadian Dollars.

**Contact Us** 

24-hour self-service

Total amount due:

604-460-5050

www.quickpasstolling.ca Out of province: 1-877-299-0599

QuickPass Customer Service Centre PO Box 31649

110 - 19150 Lougheed Highw Pitt Meadows, BC V3Y 2G7

Fax

604-460-5021

In person

Monday to Friday from 8 am to 6 pm QuickPass Customer Service Centre 12167 Harris Road, Pitt Meadows, BC V3Y 2E9

Langley Gardens at Village Square Unit 12, 8948 - 202nd Street, Langley, BC V1M 4A7

This invoice is payable at most Financial Institutions. If sending payment by mail, please make your cheque payable to GOLDEN EARS BRIDGE TOLLS. Please include your account number on your cheque to ensure payment is applied to the correct account. Mail payment to:

**GOLDEN EARS BRIDGE TOLLS BAG SERVICE BOX 3900** VANCOUVER, BC V6B 3Z4

## \*VEHICLE CLASSIFICATIONS

C (Cars): Most passenger vehicles vans, sport utility vehicles, pick-up trucks, and taxis

ST (Small Trucks): Cars towing a trailer, light duty commercial vehicles with fewer than five axles, motor homes, school buses, and intercity buses or coaches

LT (Large Trucks): Articulated trucks or tractor trailer combinations

M (Motorcycles): Motorized two-wheel vehicles; does not include electric bicycles

## New plate? New address? New car?

Remember to keep us up to date to ensure you receive your QuickPass invoice on time and avoid interest. Visit www.quickpasstolling.ca or call us at 604-460-5050 (or out of province at 1-877-299-0599) to update your account information within seven (7) days of any change.

## About your invoice

Invoices are issued to users monthly and are due within 30 days of receipt. If payment is not received or validly effected within 30 days after receipt of invoice, interest will accrue. Interest accrues daily on overdue accounts and is calculated and compounded monthly at a rate of 2% per month.

In addition to usual debt collection remedies available against you for unpaid toll debts, if you have a toll debt that exceeds \$25 that has not been paid in full for 150 days from the date of the first invoice for any portion of that toll debt, you will become subject to Refusal to Issue ("RTI").

ICBC will be notified and you will not be able to either renew your vehicle license or driver's license until the outstanding amount is paid in full to Golden Ears Bridge

QUICKPASS does not send an invoice if an outstanding account has no activity for three months. However, all charges are due as billed and will continue to accumulate interest until QUICKPASS receives payment. QUICKPASS has the sole right to determine how payments are allocated towards amounts owed.

This invoice lists toll transactions posted to your Quickpass account at the billing period end date. Toll transactions incurred, but not yet reviewed and posted, will appear on a subsequent invoice.

## Your privacy

Your privacy is important to us. Limited personal information is collected for the purpose of allowing TransLink to administer the QuickPass electronic tolling system. This collection is authorized by section 26(c) of the Freedom of Information and Protection of Privacy Act. Please direct any questions with respect to the collection or use of this information to TransLink's Manager, Roads and Bridges, Suite 1600 - 4720 Kingsway, Burnaby, BC V5H 4N2. Telephone: 604-453-4500.

## **Payment options**

#### Online

www.quickpasstolling.ca

#### Phone

Call 604-460-5050 (or out of province at 1-877-299-0599), press 1 to pay via VISA or MasterCard



#### Mail

Make cheques payable to "Golden Ears Bridge Tolls" and mail it with your payment stub below. If paying multiple accounts, please include payments stubs for each account with your payment. DO NOT SEND CASH.

### Pre-authorization

Pre-authorization withdrawals from your bank account or credit card will be debited 10 days after your invoice date. Register today by visiting www.quickpasstolling.ca or calling Customer Service at 604-460-5050 (or out of province at 1-877-299-0599).

## Bank or trust company

You can pay your bill at most chartered banks, trust companies, through telephone and internet banking or automated banking machines. When making payment using online banking services with your financial institution, please select "Golden Ears Bridge Tolls".

#### In person

Visit us at the QuickPass Customer Service Centre 12167 Harris Road, Pitt Meadows, BC V3Y 2E9 Weekdays: 8 am to 6 pm

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Please note — at Langley office, only cheques, credit and debit
cards are accepted. No cash on premises.





**Invoice Number** 

Invoice Date OCT 1 2009

Billing Period SEP 1 2009 to SEP 30 2009

## **Account Summary (continued)**

from SEP 1 2009 to SEP 30 2009

## **Summary of Payments**

No.	Date	Description	Amount
1384432	Sep 12 2009	PPD Invce Pymt	\$85.40
Total			\$85.40

## **Summary of Refunds**

No.	Date	Description	Amount
Total			\$0.00

## **Summary of Fees and Other Charges**

No.	Date	Description	Amount
Total			\$0.00

## **Summary of Other Adjustments**

No.	Date	Description	Amount
Total			\$0.00





**Invoice Number** 

Invoice Date OCT 1 2009

Billing Period SEP 1 2009 to SEP 30 2009

## **Summary of Transactions**

from SEP 1 2009 to SEP 30 2009

## **Video Toll Transactions**

## Transaction Details - License Plate - 0344KX

Transaction # Date/Time		Travel Direction	Vehicle Class*	Amount
1316610	Sep 16 2009 8:55PM	S	ST	\$6.10
1430801	Sep 22 2009 8:14AM	N	ST	\$6.10
1460348	Sep 23 2009 1:44PM	S	ST	\$6.10
1529459	Sep 26 2009 11:49AM	S	ST	\$6.10
Total - License Plate - 03	344KX			\$24.40

## Transaction Details - License Plate - 0367KX

Transaction #	Date/Time	Travel Direction	Vehicle Class*	Amount
970253	Aug 31 2009 1:29PM	S	ST	\$6.10
1272142	Sep 14 2009 7:29PM	N	ST	\$6.10
1460997	Sep 23 2009 2:12PM	S	ST	\$6.10
Total - License Plate - 03	867KX			\$18.30

## **Transaction Details - License Plate - AR1875**

Transaction #	Date/Time	<b>Travel Direction</b>	Vehicle Class*	Amount
1134730	Sep 8 2009 4:27PM	S	ST	\$6.10
1139581	Sep 8 2009 7:34PM	N	ST	\$6.10
1144860	Sep 9 2009 7:24AM	S	ST	\$6.10
1155993	Sep 9 2009 3:28PM	N	ST	\$6.10
1156914	Sep 9 2009 3:53PM	S	ST	\$6.10
1161477	Sep 9 2009 6:41PM	N	ST	\$6.10
1199737	Sep 11 2009 2:49PM	N	ST	\$6.10
1300432	Sep 16 2009 8:11AM	S	ST	\$6.10
Total - License Plate - AR1875				\$48.80

## **Transaction Details - License Plate - BF7095**

Transaction #	Date/Time	Travel Direction	Vehicle Class*	Amount
1000486	Sep 1 2009 6:33PM	N	ST	\$6.10
1125316	Sep 8 2009 8:28AM	S	ST	\$6.10
1128513	Sep 8 2009 11:23AM	N	ST	\$6.10
1130087	Sep 8 2009 12:55PM	S	ST	\$6.10
1322465	Sep 17 2009 8:09AM	S	ST	\$6.10
Total - License Plate - B	F7095			\$30.50

Total Transponder Toll Charges	\$0.00

Total Video Toll Charges	\$122.00





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Billing Period SEP 1 2009 to SEP 30 2009

Your transponder should be installed in a horizontal position as shown in the transponder guide in order to receive the lowest toll rate.

## **Account Summary**

0.00
0.00
3.00
7.50
7

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24-hour self-service

Total amount due:

604-460-5050

www.quickpasstolling.ca
Out of province: 1-877-299-0599

\$210.50

Write

QuickPass Customer Service Centre PO Box 31649

110 - 19150 Lougheed Highw Pitt Meadows, BC V3Y 2G7

Fax

604-460-5021

In person

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or

Langley Gardens at Village Square Unit 12, 8948 - 202nd Street, Langley, BC V1M 4A7

## **IMPORTANT NOTICE**

YOUR ACCOUNT IS OVERDUE and interest charges are accumulating. To immediately pay this invoice, please see page 2 for the payment options available to you. If you have recently made a payment, thank you. This will be reflected on your next invoice.

This invoice is payable at most Financial Institutions. If sending payment by mail, please make your cheque payable to *GOLDEN EARS BRIDGE TOLLS*. Please include your account number on your cheque to ensure payment is applied to the correct account. Mail payment to:

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**Invoice Number** 

Invoice Date OCT 1 2009

Billing Period SEP 1 2009 to SEP 30 2009

## **Account Summary (continued)**

from SEP 1 2009 to SEP 30 2009

## **Summary of Payments**

No.	Date	Description	Amount
Total			\$0.00

## **Summary of Refunds**

No.	Date	Description	Amount
Total			\$0.00

## **Summary of Fees and Other Charges**

No.	Date	Description	Amount
1419600	Sep 14 2009	PPD Acct Transponder Rental Fee	\$4.00
Total			\$4.00

## **Summary of Other Adjustments**

No.	Date	Description	Amount
Total			\$0.00





**Invoice Number** 

Invoice Date OCT 1 2009

Billing Period SEP 1 2009 to SEP 30 2009

## **Summary of Transactions**

from SEP 1 2009 to SEP 30 2009

## **Transponder Toll Transactions**

## Transaction Details - Transponder Number - 000150130380

Transaction #	Date/Time	<b>Travel Direction</b>	Vehicle Class*	Amount
1025064	Sep 2 2009 8:17PM	S	С	\$2.75
1072399	Sep 4 2009 7:04PM	N	С	\$2.75
1072051	Sep 4 2009 8:34PM	S	С	\$2.75
1081785	Sep 5 2009 1:44PM	N	С	\$2.75
1094381	Sep 6 2009 10:54AM	N	С	\$2.75
1304718	Sep 16 2009 11:46AM	N	С	\$2.75
1304914	Sep 16 2009 11:58AM	S	С	\$2.75
1357606	Sep 18 2009 4:33PM	N	С	\$2.75
1358564	Sep 18 2009 5:13PM	S	С	\$2.75
1550879	Sep 27 2009 12:42PM	N	С	\$2.75
1557162	Sep 27 2009 5:02PM	S	С	\$2.75
Total - Transponder Nu	mber - 000150130380			\$30.25

## Transaction Details - Transponder Number - 000150130381

Transaction #	Date/Time	Travel Direction	Vehicle Class*	Amount
1598869	Sep 29 2009 9:44AM	N	С	\$2.75
1600499	Sep 29 2009 10:43AM	S	С	\$2.75
Total - Transponder Number - 000150130381				\$5.50

## Transaction Details - Transponder Number - 000150130382

Transaction #	Date/Time	<b>Travel Direction</b>	Vehicle Class*	Amount
1032987	Sep 3 2009 9:33AM	N	С	\$2.75
1042896	Sep 3 2009 4:45PM	N	С	\$2.75
1062533	Sep 4 2009 2:47PM	N	С	\$2.75
1063825	Sep 4 2009 3:37PM	S	С	\$2.75
1307488	Sep 16 2009 2:06PM	N	ST	\$5.55
1308492	Sep 16 2009 2:48PM	S	С	\$2.75
1309043	Sep 16 2009 3:10PM	N	С	\$2.75
1309758	Sep 16 2009 3:35PM	S	С	\$2.75
1337445	Sep 17 2009 3:20PM	N	ST	\$5.55
1407096	Sep 21 2009 7:04AM	N	С	\$2.75
1415121	Sep 21 2009 1:34PM	S	С	\$2.75
1420612	Sep 21 2009 4:55PM	N	С	\$2.75
1603051	Sep 29 2009 1:10PM	S	С	\$2.75
1611391	Sep 29 2009 4:43PM	N	С	\$2.75
1610781	Sep 29 2009 6:57PM	S	С	\$2.75
Total - Transponder Nur	nber - 000150130382			\$46.85

## Transaction Details - Transponder Number - 000150130383

Transaction #	Date/Time	<b>Travel Direction</b>	Vehicle Class*	Amount
1011067	Sep 2 2009 10:51AM	N	С	\$2.75
1013974	Sep 2 2009 12:59PM	S	С	\$2.75
1035105	Sep 3 2009 11:23AM	N	С	\$2.75
1035472	Sep 3 2009 11:42AM	S	С	\$2.75





**Invoice Number** 

Invoice Date OCT 1 2009

Billing Period SEP 1 2009 to SEP 30 2009

## Transaction Details - Transponder Number - 000150130383

Transaction #	Date/Time	Travel Direction	Vehicle Class*	Amount
1055100	Sep 4 2009 9:11AM	N	С	\$2.75
1055727	Sep 4 2009 9:44AM	S	С	\$2.75
1127705	Sep 8 2009 10:36AM	N	С	\$2.75
1129208	Sep 8 2009 12:04PM	S	С	\$2.75
1171091	Sep 10 2009 9:54AM	N	С	\$2.75
1172026	Sep 10 2009 10:46AM	S	С	\$2.75
1175811	Sep 10 2009 2:12PM	S	С	\$2.75
1193913	Sep 11 2009 10:03AM	N	С	\$2.75
1263773	Sep 14 2009 1:47PM	N	С	\$2.75
1412680	Sep 21 2009 11:18AM	N	ST	\$5.55
1414843	Sep 21 2009 1:21PM	S	С	\$2.75
1434117	Sep 22 2009 10:56AM	N	ST	\$5.55
1440106	Sep 22 2009 3:44PM	S	С	\$2.75
1453274	Sep 23 2009 7:54AM	N	С	\$2.75
1603484	Sep 23 2009 9:56AM	S	С	\$2.75
1459302	Sep 23 2009 12:50PM	N	С	\$2.75
1465703	Sep 23 2009 5:14PM	S	С	\$2.75
1502260	Sep 25 2009 9:11AM	N	С	\$2.75
1504133	Sep 25 2009 10:37AM	S	С	\$2.75
1515284	Sep 25 2009 6:12PM	S	С	\$2.75
1571634	Sep 28 2009 10:56AM	S	С	\$2.75
1573457	Sep 28 2009 12:32PM	N	С	\$2.75
1580967	Sep 28 2009 6:01PM	S	С	\$2.75
1606538	Sep 29 2009 3:40PM	S	ST	\$5.55
1610495	Sep 29 2009 5:14PM	N	С	\$2.75
1610434	Sep 29 2009 6:41PM	S	С	\$2.75
1622884	Sep 30 2009 10:39AM	N	С	\$2.75
1633077	Sep 30 2009 6:27PM	S	С	\$2.75
Total - Transponder Nu	umber - 000150130383			\$96.40
Total Transponder T	oll Charges			\$179.00
Total Video Toll Cha	rges			\$0.00

# Frequently Asked Questions about your Quickpass Transponder

## What happens if my transponder is lost or stolen?

Please report a lost or stolen transponder as soon as possible by contacting the Customer Service Centre. You will not be responsible for any unauthorized charges incurred after you notify us. However, you will forfeit the Security Deposit.

## Can I move my transponder to another vehicle?

To avoid potential problems, we recommend you obtain a transponder for each vehicle. However, you can move your transponder from one vehicle to another as long as the vehicles are the same classification and the transponder is properly installed. If you choose to move your transponder it is recommended that you register the vehicle information of each vehicle with the Customer Service Centre.

## Are there times when a transponder's signal is not picked up? Why does this happen?

Transponders, like any electronic device, can malfunction for a variety of reasons. The battery may be weak, the transponder may be damaged or not properly installed, or the vehicle may have a metallic windshield. To ensure your transponder works, properly install it as outlined in the Quickpass Transponder Guide. If your transponder's signal is not picked up, you may be billed as a Quickpass Registered Video User. If there are video charges on your statement please contact the Customer Service Centre.

## How do I get additional transponder fasteners for my windshield?

To get additional fasteners, call the Customer Service Centre.

## How do I return my transponder if I no longer need it?

To return your transponder or close your account, call the Customer Service Centre. Please return your transponder by dropping it off in person or sending it by certified or registered mail to the address below:

## **Quickpass Customer Service Centre**

12167 Harris Road, Pitt Meadows, BC V3Y 2E9 Weekdays from 8 am to 6 pm 604-460-5050

The electronic tolling system allows drivers to cross the bridge quickly, easily and conveniently. Instead of toll booths, electronic sensors and cameras identify the classification of vehicle and license plate number and detect whether or not the vehicle has a transponder. To learn more about Quickpass and the Golden Ears Bridge please visit www.quickpasstolling.ca.

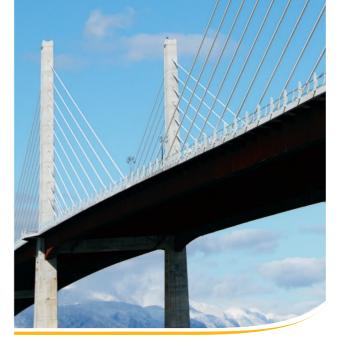








Everything you need to know about installing your Quickpass Transponder







# **Congratulations**

You have leased a Quickpass Transponder

## The next step is to properly install your Quickpass Transponder in your vehicle.

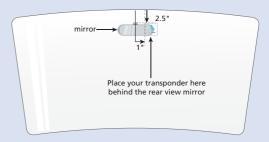
Once your transponder is installed, you will pay less to cross the Golden Ears Bridge than those without a transponder.

# It's easy to install your Quickpass Transponder

- **Step 1** Clean and dry the inside of your windshield around the rear view mirror.
- **Step 2** Without removing the mounting strips from the transponder, remove the tape backing from the mounting strips.
- **Step 3** Turn the transponder so that the Quickpass logo is right side up facing you. Adhere the transponder inside your vehicle behind the rear view mirror at least 1 inch to the right of the centre support of the mirror and 2.5 inches below the top edge of the windshield.

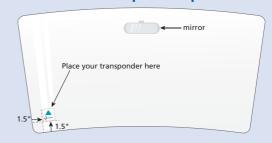
Please note: the transponder may not function properly if not correctly installed. Follow the instructions on this page carefully. If you have questions about how to install your transponder, please call the Customer Service Centre at 604-460-5050.

## **Preferred transponder placement**



Place the transponder behind the rearview mirror, at least 1 inch to the right of the centre support and 2.5 inches below the top edge of the windshield.

## Alternate transponder placement



Place 1.5 inches from the left side of the windshield and 1.5 inches from the bottom of the windshield.

## **Still have questions?**

Online: visit www.quickpasstolling.ca

**Phone:** call 604-460-5050 (toll-free 1-877-299-0599) to speak to a customer service representative Monday to Friday from 8 am to 6 pm.

**In Person:** visit the Quickpass Customer Service Centre at 12167 Harris Road, Pitt Meadows. Customer service representatives are also located near the south side of the Golden Ears Bridge at 8948 - 202nd Street, Langley at Langley Gardens at Village Square in Unit 12 from 8 am to 6 pm.



## South Coast British Columbia Transportation Authority ("TransLink")



## **Electronic Tolling Customer Agreement**

## **TERMS AND CONDITIONS**

These terms and conditions, together with the information you provide to TransLink when you open an Account in relation to the opening and operation of an Account with TransLink and, if applicable, the related supply and use of a toll device (the "Transponder") on the Golden Ears Bridge and potentially other toll facilities in British Columbia.

Transl ink may after amond or otherwise the control of the cont

TransLink may alter, amend, or otherwise change the terms and conditions of this Agreement, including the terms of the transponder lease referred to below, at any time by providing written notice to you either by post or electronic mail of such terms and conditions. Alterations, amendments or other changes will also be posted online at www.quickpasstolling.ca.

You are responsible for maintaining up to date customer information in accordance with clause 4.4 below, including your address, contact from all esponsible for maintaining up to date customer information in accordance with classe 4.4 below, including your address, contact information, vehicle information and registration details, and payment information. You should make updates when your information changes, for example, upon sale of a previously registered vehicle or when you change address. You should make changes to the customer information online at www.quickpasstolling.ca or by contacting TransLink at the Quickpass Customer Service Centre (the "Customer Service Centre") by telephone at (604) 460-5050 or the toll free number 1-877-299-0599 or sending a fax to (604) 460-5021.

## **OPENING AN ACCOUNT**

an account in person at the Customer Service Centre located at 12167 Harris Road, Pitt Meadows, British Columbia, by mail

TransLink reserves the right to refuse any application to open an Account or enter into this Agreement with any person or entity,

addressed to the Customer Service Centre, by telephone (604) 460-5050 or online at www.quickpasstolling.ca.

## **Definitions**

- In this Agreement the following words and expressions shall have the following meanings unless the context otherwise
  - "Account" means your Registered Transponder Account or
  - Registered Video Account;

    "Account Balance" means, at any time, the amount recorded by which an Account may be in credit or in debit, as the case
  - "Account Start-up Balance" means, in relation to a Pre-paid
  - "Account Statement/Invoice" means a statement of account issued to you setting out the transactions recorded and, where applicable, the amounts owing by you during the stated period
  - (including, any Tolls incurred by you during that period);
    "Agreement" means these terms and conditions, together with
    the information provided by you to TransLink when you open
  - an Account;

    "Charge Period" means, in the case of the first period, the period commencing on (and including) the day the Account is opened and ending on either the 15th day or the 30th day of the month in which the Account is opened or of the next following calendar month as applicable and subsequently Charge Period means the 30 day period after the expiry of the previous Charge Period. You may elect whether the Charge Period ends on the 15th day or the 30th day of the calendar month;

    "Excessive Toll Debt" means that portion of a Toll (and interest and other charges) that exceeds \$25 and that remains unpaid more than 30 days after the date it became due;

    "ICBC" means Insurance Corporation of British Columbia;
    "Interoperability" or "Interoperable" means that a person who has a Transponder will be able to effect the discharge of a toll by means of electronic toll collection on any toll road or bridge other than the Golden Ears Bridge which is part of an

  - a toll by means of electronic toll collection on any toll road or bridge other than the Golden Ears Bridge which is part of an interoperability arrangement with TransLink;

    "Minimum Balance" means the minimum balance to be maintained in a Pre-Paid Account, being \$10 or such other amount as TransLink may specify from time to time;

    "Minimum Top-Up Amount" means the minimum amount to be credited to the Pre-paid Account each time the Minimum Balance is reached, being \$30 or such other amount as TransLink may specify from time to time;

    "Payment Account" means your account maintained with a bank, financial or credit institution or an account related to a credit card or debit card (in each case, being an account in respect of which instructions may be given authorizing debits
  - respect of which instructions may be given authorizing debits being made from it) or such other account as may be approved by TransLink, and which you have authorized or are authorizing TransLink to effect debits from such account in accordance with this Agreement;
    "Payment Date" means, in relation to any Charge Period, the

  - business day next following the expiry of such Charge Period; "Payment Method" means a method of payment which is acceptable to TransLink, including credit card, debit card or by
  - direct debit from your Payment Account or such other payment mechanism as TransLink may from time to time approve;

    "Post-paid Account" means the type of Account maintained by you with TransLink which you pay by a Payment Method acceptable to TransLink within 30 days of receipt of an Account
  - "Pre-authorized Post-paid Account" means the type of Account maintained by you with TransLink whereby an amount equal to the amount due in respect of Tolls and such other amounts as may be due in accordance with this Agreement incurred during a particular period (the "outstanding amount") and recorded in such account are discharged by the debiting by way of pre-authorized, credit, debit or other acceptable payment machaging from time to time of the then outstanding amount. mechanism from time to time of the then outstanding amount
  - mechanism from time to time or the then outstanding amount from your Payment Account;

    "Pre-paid Account" means the type of Account maintained by you with TransLink whereby amounts are paid in advance to be credited to such account, with amounts due in respect of Tolls and such other amounts as may be due in accordance with this Agreement being subsequently deducted, and with the facility for replenishing the Pre-paid Account by the debiting by way of pre-authorized, credit, debit or other acceptable payment mechanism from time to time of further amounts from your
  - mechanism from time to time or further amounts from your Payment Account (or otherwise paid in such manner as may be approved by TransLink) and credited to this account; "Registered Transponder Account" means an account maintained by you with TransLink in respect of which a Transponder has been issued for installation in your Registered Vehicle:

- "Registered Vehicle" means the vehicle or vehicles registered by you in connection with this Agreement;
  "Registered Video Account" means an account maintained
- with TransLink other than a Registered Transponder Account; "Toll" means any toll together with any charges as set out in TransLink's tolling bylaw number 57-2009 as amended or
- replaced from time to time payable by you for the use of the Golden Ears Bridge and any Interoperable toll road or bridge; 
  "Toll Collection System" means the system designed and maintained in order to facilitate the collection of Tolls electronically on behalf of TransLink Electronic Tolling; 
  "Transponder" means the electronic device supplied by
- Translink to you for installation in your Vehicle to facilitate electronic toll collection of Tolls under the terms of this Agreement for the Golden Ears Bridge or other Interoperable toll roads or bridges: and
- "Unregistered Vehicle" means any vehicle that is not registered with TransLink or an operator of an Interoperable toll road or bridge.

## Acceptance of this Agreement

- If you apply for an Account on-line, you will be asked to read these terms and conditions and then click the "Accept" button, if you wish to proceed. By clicking the "Accept" button, you will be deemed to have, entered into and accepted this Agreement.
- For Pre-paid Accounts, this Agreement does not take effect unless and until TransLink has received in respect of your Account, the Account Start-up Balance and until TransLink has received the Account Start-up Balance, you will be charged the Toll applicable to an Unregistered Vehicle.

## **Accounts - Recording Method**

- TransLink offers two different Accounts for users by reference to the method of recording the passage of Registered Vehicles on
  - the Golden Ears Bridge, namely:
     Registered Transponder Account; and
     Registered Video Account.
  - The Registered Transponder Account may be a Pre-paid Account, Pre-authorized Post-paid Account or a Post-paid Account. The Registered Video Account must be either a Pre-paid Account or a Pre-authorized Post-paid Account.

- You must pay within the time limits all Tolls charged to your
- The Tolls applicable to the Golden Ears Bridge may be adjusted from time to time by bylaw of TransLink.
- TransLink can unilaterally alter the class of vehicle to which to which Tolls and/or an Account relates, and you must pay the appropriate Toll applicable to this new classification.
- You must notify TransLink of any change of Registered Vehicle or of name or address or registered office, as the case may be, within seven (7) days of the occurrence of the change. 4.4

## **Transponders and Registered** Transponder Accounts

- Registered Vehicles and Transponders are registered to a Registered Transponder Account. Subject to TransLink's approval, there is no maximum number of Registered Vehicles and Transponders that may be registered in relation to a Registered Transponder Account.
- You must ensure that your Transponder is affixed to the Registered Vehicle for which it has been registered in accordance with the Transponder mounting instructions such that
  - (a) it is capable of satisfactorily communicating with the Toll Collection System; and
     (b) passage of the Registered Vehicle over the Golden Ears
  - Bridge (or any other Interoperable toll road or bridge) can be recorded by the Toll Collection System (or any system in place on any other Interoperable toll road or bridge).
- If your Registered Vehicle has a Transponder installed in it in accordance with this Agreement, you may be able to effect the payment of the toll in relation to your use of the Interoperable toll road or bridge.
- If you have a Transponder and the passage of your Registered Vehicle on the Golden Ears Bridge is not recorded by the Transponder Reader and the video image of the Registered Vehicle's license number plate is recorded, TransLink shall be entitled to charge the Toll in respect of such use as if the Account is a Registered Video Account (Pre-authorized Post-paid Account), not a Registered Transponder Account.

## **Registered Video Account**

A Registered Video Account shall only be applicable to the Registered Vehicles registered in relation to that Account.

## **Contact Us**

24-hour self serve 604-460-5050 www.quickpasstolling.ca Out of province: 1-877-299-0599

Write

Quickpass Customer Service Centre PO Box 31649 110 - 19150 Lougheed Highway Pitt Meadows, BC V3Y 2G7

Fax 604-460-5021

### In Person

Quickpass Customer Service Centre 12167 Harris Road, Pitt Meadows, BC

Subject to TransLink's approval, there is no maximum number of Registered Vehicles that may be registered in relation to a Registered Video Account. 6.2

- Payment of Tolls and Charges
  You must pay to TransLink all Tolls and any other charges that are due to it in accordance with this Agreement.
  If for any reason your payment under an Account fails and TransLink is not credited with the amount due, you must ensure that Translink receives the outstanding amount (together with any charges arising from such failure to effect payment) as soon as possible but in any event within thirty (30) days of the date of such failure to effect payment.
- You must notify TransLink of any changes that may be made with respect to your payment details (including, without limitation, your Payment Account).
- your Payment Account). While TransLink will make every effort to ensure that charges are accurately recorded, you accept that miscalculations in Account balances may occur inadvertently from time to time. In such cases, TransLink maintains the right to make adjustments, without notice, where evidence can be provided that the adjustment is appropriate. Such adjustments will be presented in detail or summary on the applicable Account Statement/Invoice.
- detail or summary on the applicable Account Statement/ You are not entitled to interest on any sums received by TransLink pursuant to the terms of this Agreement.
- - If you:

    (a) cancel or alter any payment or your payment details (including, the Payment Account); or

    (b) do not intend to continue making the payments, you must notify TransLink of such cancellation, alteration or intention within twenty-four (24) hours and shall discharge forthwith all amounts due to TransLink.

## **Pre-Paid Account**

- (a) the Account Start-up Balance for each Pre-paid Account is \$40 for each Account;

   (b) you are responsible for maintaining at all times the Minimum Balance in the Pre-paid Account;
- when you incur a liability to TransLink in accordance with this Agreement, TransLink shall deduct (and you hereby authorize TransLink to deduct) from the Pre-paid Account (and make such deductions from the applicable Account Balance) all amounts due to it in accordance with this Agreement, including, without limitation, those referred to
- Agreement, including, without limitation, those referred to in clause 7.1; you will complete any forms or enter into any agreements that may be required by your bank or financial institution or by the issuer of your credit card to effect a pre-authorized debit from your Payment Account or pre-authorized charge on your credit card. These arrangements with respect to your Payment Account or credit card will remain effective until you advise TransLink otherwise by notice in writing to the Quickpass Customer Service Centre not less than ten
- (i) business days before the next debit is scheduled; and you hereby authorize TransLink to replenish the Pre-paid Account by giving instructions to debit your Payment Account from time to time with an amount equal to:
  (i) the Minimum Top-Up Amount, or
  (ii) such other amount as may be necessary to ensure that the Account Ralance on your Propagid Account

  - that the Account Balance on your Pre-paid Account is at least equal to the Minimum Balance, in accordance with the Payment Method associated with the Account and the Account shall reflect such payments when received by TransLink, provided that, in determining a Minimum Balance for the purposes of this clause 8, any debit of your Payment Account effected by TransLink (the proceeds of which have not been received by TransLink at such time but only because of the time it takes to have funds credited to TransLink after the giving of any such instruction) will be taken into account.

- Pre-Authorized Post-Paid Account
  When you have chosen a Pre-authorized Post-paid Account:
  (a) you are responsible to ensure that your chosen Payment
  Method is valid and that sufficient funds are available in the Payment Account to enable payment of all amounts due to TransLink in accordance with this Agreement;
  - you will complete any forms or enter into any agreements that may be required by your bank or financial institution or by the issuer of your credit card to effect a pre-authorized debit from your Payment Account or pre-authorized charge on your credit card. These arrangements with respect to your Payment Account or credit card will remain effective







- until you advise TransLink otherwise by notice in writing to the Quickpass Customer Service Centre not less than ten (10)
- business days before the next debit is scheduled; and on each Payment Date, TransLink will give instructions for your Payment Account to be debited (and you hereby authorize TransLink to give such instructions) with an amount equal to the Account Balance as of the expiry of the relevant Charge Period in accordance with the Payment Method associated with the Account and the Account shall reflect such payments when received by TransLink.

## **Account Fees and Charges**

- You are responsible for paying the monthly Transponder rental fee set out in clause 13.2(b). The rental fee will be debited to your Account at the end of each Charge Period.
- The Security Deposit and the monthly rental fee referred to in clauses 13.2(a) and (b) will be adjusted annually on a date determined by TransLink in accordance with the increases (but not decreases) in the value of the all items consumer price index for Canada as published by Statistics Canada (the "Consumer Price Index").
- 10.3 There is no fee for a Registered Video Account.

## **Dispute of Charges**

If you wish to dispute a Toll or any related charges you must notify TransLink in accordance with the dispute resolution procedure set out at www.quickpasstolling.ca.

## **Account Statement/Invoices**

- TransLink will provide you without charge, a monthly Account
  Statement/Invoice notified by e-mail and made available online or by mail to your e-mail or postal address (as applicable) that you have provided to TransLink (or to any changed e-mail or postal address that has been notified by you to TransLink in accordance with this Agreement) setting out the transaction history for the stated period.
- The Account Statement/Invoice will identify the following:
  - (a) a statement as to whether your Registered Vehicle was identified by detection of your Transponder or by the video reading of your Registered Vehicle's license number plate;
  - the date and time at which the Transponder was detected or the license number plate was read; the amount of the Toll and all interest or other charges; and

  - the time within which the Account Statement/Invoice must be paid and how it may be paid, the interest rate charged on unpaid amounts and the enforcement measures which may be taken to recover unpaid amounts owing under the Account Statement/Invoice.

## Lease and Use of a Transponder

- (for Registered Transponder Accounts)
  If you have a Registered Transponder Account, you have agreed
  to lease the Transponder and return it to TransLink at the end of to lease the manisponder and return to dirastinia at the end of the lease in good condition, normal wear and tear excepted. This lease is a month to month lease. You will have exclusive use of the Transponder for use in your listed Registered Vehicle. TransLink owns the Transponder and any Transponder issued in exchange for or replacement of the original Transponder. Your responsibilities under this lease are:

  (a) to pay a non-interest bearing security deposit (the "Security Deposit") of \$10.000 deliant of interest in secondaries.
- - Deposit") of \$10 (2009 dollars) adjusted in accordance with the Consumer Price Index. The Security Deposit will be returned to you when you return the Transponder in as good functioning condition (normal wear and tear excepted) as you received it and if there are no amounts owed by you to TransLink;

  - IransLink;

    (b) to pay a monthly rental fee of \$1 (2009 dollars) for each month or part thereof adjusted in accordance with the Consumer Price Index;

    (c) to install and use the Transponder in the Registered Vehicle for which the Transponder is issued in accordance with the instructions provided and to ensure that the Transponder is
  - properly mounted; to use the Transponder in accordance with this Agreement fr your listed Registered Vehicle(s) and in respect of which the Transponder was issued:
  - not to transfer, sell, dispose of, damage or tamper with the Transponder or use the Transponder fraudulently or illegally;
  - (f) to exercise all possible care to ensure that the Transponder is not lost, stolen or misused and to take all reasonable steps to ensure the safety of the Transponder;
     (g) to provide TransLink all information regarding any loss, theft
  - or misuse of the Transponder and take all steps TransLink deems necessary to assist the recovery of the Transponder; and
  - to pay when due all Tolls, charges and fees for use of the Golden Ears Bridge and in respect of this lease (and any tolls
- and charges incurred by you in respect of your use of any Interoperable toll road or bridge).

  You are responsible for notifying TransLink of a malfunctioning or defective Transponder. A malfunctioning or defective Transponder that, in the opinion of TransLink, is defective for reasons other than abuse or improper use will be replaced at no cost to you. If you misuse your Transponder, TransLink may cancel or otherwise disable the Transponder, and Transpolak is will not be light to you for
- disable the Transponder and TransLink will not be liable to you for

#### Damaged/Lost/Stolen Transponders 14

- If the Transponder is damaged, lost or stolen, it is your responsibility to notify TransLink through the website or by telephoning or e-mailing the Customer Service Centre. You will continue to be liable for any use made of the Transponder until TransLink has been notified.
- If you lose or damage a Transponder, you will forfeit your Security 14 2 Deposit. You may apply for a new Transponder upon payment of the then applicable Security Deposit amount.

- **Return of Transponder**You agree to return the Transponder to TransLink:
  (a) upon request by TransLink;

  - (c) job request y findstan.

    (b) if the Transponder is defective or is found after you notified TransLink that the Transponder was lost or stolen; or (c) following the termination of this Agreement for whatever
- reason or pursuant to clause 19.1.
  If you fail to return a Transponder in accordance with this
  Agreement within fourteen (14) days of being obliged to do so, you will forfeit the Security Deposit

## Termination by You

You may terminate this Agreement, including the Transponder lease, by providing ten (10) business days notice in writing to TransLink and returning your Transponder to TransLink subject to payment of any Tolls, charges or fees that may be outstanding. If there are Tolls, charges or fees outstanding, TransLink may apply the Security Deposit to pay any amounts owing.

#### **Termination by TransLink** 17

- This Agreement may be terminated with immediate TransLink at any time and for any reason, including:
  - (a) your bankruptcy, insolvency or inability to pay your debts as they become due;
    (b) if you are in material breach of any of the terms of this
  - Agreement if such breach is incapable of remedy or, if capable of remedy, such default continues unremedied for thirty (30) days after notice thereof has been given by TransLink to you;
  - (c) if you fail to use the Transponder in accordance with this Agreement or you have made or attempted to make use of the Transponder in an unauthorized or unlawful manner; or
  - (d) if in the opinion of TransLink, you have ceased to make the payments required in accordance with this Agreement and fail to pay any amount owing to TransLink within the time required for payment.

    If this Agreement is terminated for any reason:

    (a) your entitlement to use the Toll Collection System
- - (b) your Registered Vehicle or Registered Vehicles shall be treated as and you will have to pay the Toll applicable to Unregistered Vehicles.

## **Consequences of Termination**

- Following termination, you will remain responsible for the payment of any amounts owing by you under this Agreement (including, without limitation, under any outstanding Account Statement/ Invoice) and such outstanding amounts will be debited from your Account and/or the Security Deposit as the case may be. If required, instructions may be given by TransLink to debit your Payment Account with any balance outstanding to TransLink on or after termination. Any remaining credit balance will be refunded
- If there are insufficient funds in your Account or if your Account or If there are insufficient funds in your Account or if your Account or Payment Method is unable or fails to satisfy amounts due by you or if you have a Transponder and the Security Deposit is insufficient to pay the amounts due by you or if you otherwise do not pay amounts due by you, you remain liable for all such amounts. If such unpaid amounts are not promptly paid to TransLink, you may become liable for additional service charges and if you are indebted for an Excessive Toll Debt, you will become subject to Refusal to Issue ("RTI") as set out in clause 19.1 (whether or not this Agreement is still in effect). ICBC will be notified and you will not be able to renew your driver's license or vehicle license until not be able to renew your driver's license or vehicle license until the outstanding amount is paid in full.

## RTI

- Subject to a referral to the dispute resolution procedure referred to in clause 11, any appeal to an arbitrator under the dispute resolution procedure and subject to clause 19.2, if an Excessive Toll Debt has not been paid in full within 150 days of the date that a Toll payment forming part of the Excessive Toll Debt became due,
  - then TransLink may at any time thereafter
    (a) if a Transponder has been issued to you, cancel the Transponder without refunding the Security Deposit;
  - (b) in respect of any amount referred to in clause 18.2 that is outstanding and any other subsequent Toll payment or other amount that becomes outstanding which in the aggregate equals or exceeds the Excessive Toll Debt (such amounts collectively in this clause called the "Outstanding Amounts"), request ICBC to exercise the rights and remedies available under section 26(1)(f) and section 26(2)(d) of the Motor Vehicle Act of British Columbia. For the purpose of this paragraph (b), "Outstanding Amounts" means any amount which is overdue more than 150 days in combination with which is overdue more than 150 days in combination with any other overdue amount, whether or not overdue by 150 days that in the aggregate is equal to or greater than the Excessive Toll Debt. For example, if there is an amount of \$20 outstanding for more than 150 days and subsequently a Toll for \$10 is not paid within the applicable payment period, the aggregate Outstanding Amount of \$30 entitles TransLink the expectation \$26.10. to request ICBC to exercise the remedies under section 26.(1) (f) and 26.(2)(d); and
  - pursue such other rights and remedies available to TransLink
- at law for the collection of debts.

  For the purpose of this section "Repeat Offender" means a person indebted to TransLink in respect of whom TransLink has at any prior time been entitled to exercise the applicable remedies under clause 19.1.
  The 150 day period of time in which TransLink becomes entitled to
- exercise the applicable remedies under clause 19.1 for a Repeat
  - (a) in respect of the first repeat offence, reduced to 120 days;
  - (b) in respect of any subsequent offence, reduced to 90 days.

## **Amendments to Agreement**

- The terms and conditions of this Agreement including the Transponder lease where applicable may be altered, amended or changed (the "Amendments") by TransLink at any time and any such Amendments will be notified to you prior to coming into effect by written notice either by regular mail or electronic mail and will be posted on-line at www.quickpasstolling.ca. You will be deemed to have accepted the Amendments within fourteen (14) days of the notification or when you next use your Transponder or Registered Video Account after the date of notification, whichever is the earlier.
- If you do not accept the Amendments to this Agreement or the Transponder lease, if applicable, you must notify the Customer Service Centre within fourteen (14) days of issue of the Amendments, and your Account will be closed by TransLink and this Agreement and the Transponder lease will be terminated.

## **Data Protection**

- Your Account Statement/Invoice includes a personal information privacy statement which describes the limited use and disclosure
- which may be made of your personal information.

  In connection with your application for and opening of an Account with TransLink, you must provide TransLink with, amongst other things, your name, e-mail address, contact telephone number, vehicle registration number and credit card, debit card or direct debit details. TransLink will use this data for the purposes of managing your Account and processing your Toll payments. TransLink does not collect any more personal data than is necessary to fulfil these purposes.
- TransLink may keep in our records and disclose your personal information to its agents, contractors and service providers to the extent reasonably required for the purposes described above.
- TransLink may disclose your personal information (if necessary) to a relevant compatible operator in connection with the provision of

- Interoperable toll transactions in British Columbia.

  TransLink may also request a credit investigation about you and share information about the way you conduct your account with credit reference agencies.
- The personal information which you provide will be held on secure servers. TransLink will take all reasonable steps (including appropriate technical and organizational security measures) to protect your personal information.
- If at any time TransLink decides to use personal information in a significantly different manner than set out herein or otherwise disclosed to you at the time it was collected, TransLink will notify you, and you will have the choice as to whether or not TransLink uses your information in the new manner.
  You have the right, subject to certain exemptions, to obtain a
- copy of your personal information and to correct any inaccuracies in such personal information. If you wish to avail of any of these rights, please contact TransLink's Manager, Roads and Bridges at Suite 1600 – 4720 Kingsway, Burnaby, B.C. V5H 4N2 or at
- telephone 604-453-4500.

  By applying for opening an Account with TransLink, you hereby consent to the uses and disclosures of personal information as set out herein.

## Representation and Warranty

- You represent and warrant to TransLink:
  (a) the information disclosed to TransLink in connection with this Agreement is true and correct;

  - (b) you have validly accepted this Agreement; and
    (c) this Agreement constitutes your valid and binding obligations.

## Assignment

- TransLink may assign, transfer or otherwise dispose of its rights, obligations and interest in or under this Agreement, including the
- Transponder lease, to any person at any time.
  You may not assign, transfer or otherwise dispose of its rights, obligations and interest in or under this Agreement, including the Transponder lease

## Liability

- To the maximum extent permitted by law, any and all liabilities of TransLink (whether under contract, tort (including negligence) or otherwise) arising out of or in connection with a Transponder
- or otherwise) arising out of or in connection with a Transponder (including without limitation, the Transponder failing to function, being deactivated) are hereby excluded.

  Neither TransLink nor its agents will have any obligation or liability with respect to your use or the performance of the Transponder. Your sole and exclusive remedy from TransLink and its agents will be the replacement of any defective Transponder.

  Without limiting the foregoing in any way, TransLink shall not be liable to you for any loss of profits, goodwill, business opportunity or any type of special, indirect or consequential loss incurred by you, whether directly or indirectly. you, whether directly or indirectly.

## Miscellaneous

- The terms and conditions set out herein and the information you provided when your Account was opened constitute all the terms and conditions of the Agreement. You acknowledge that you have not relied upon any representation save for any set out in these
- terms and conditions.
  The interpretation of this Agreement shall be governed by British
  Columbia law and the British Columbia courts have jurisdiction to
- resolve any dispute in relation to this Agreement.

  No waiver of any terms or conditions of this Agreement shall be effective unless such waiver is evidenced in writing and signed by the waiving party. No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof of any other right, power or privilege. The rights and remedies herein are cumulative with and not
- exclusive of any rights or remedies provided by law. Except as expressly stated in this Agreement, any and all representations warranties and undertakings, express or implied, are hereby excluded.

## **Provisions Severable**

Each of the provisions contained in these terms and conditions shall be severable and distinct from one another and if any one or more of such provisions is now or hereafter become invalid, illegal or unreasonable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected, prejudiced or compromised thereby.

## Notices

- Where either you or TransLink is required to notify the other pursuant to this Agreement, or otherwise wishes to communicate with the other, such notice or communication may be served:

  (a) in your case to TransLink (except for a notice under clause
  - 21.8):
    - by regular mail addressed to the Customer Service Centre, 12167 Harris Road, Pitt Meadows, British Columbia, V3Y 2E9, or
    - (iii) by e-mail at www.quickpasstolling.ca, or (iii) by telephone to (604) 460-5050 or out of province toll free at 1-877-299-0599, or
    - (iv) by facsimile transmission at (604) 460-5021;
  - (b) in the case of TransLink to you:

    (i) by posting or delivering to the address that you
    - provided when you opened your Account (as may be changed from time to time in accordance with this Agreement) or to the most recent address shown in the records of ICBC, or in the most recent or the latest correspondence received from you,

      (ii) by e-mail to the address that you provided when you
  - opened your Account (as may be amended from time to time in accordance with this Agreement) or in the most recent e-mail correspondence received from you. Any notice or communication so served shall be deemed duly served:
- (a) in the case of regular mail, on the seventh (7th) day after mailing or if delivered by hand, on delivery;
   (b) in the case of e-mail, upon the date of transmittal; or
  - (c) in the case of facsimile transmission, upon confirmation of
- receipt by the addressee.

  If notification is by telephone or in person, it will only be effective if confirmed by written notice served in accordance with this clause 27 within seven (7) days of such notification by telephone or in person.

TransLink is contactable by email at www.quickpasstolling.ca, by phone at (604) 460-5050, the toll free number 1-877-299-0599, by fax at (604) 460-5021 or by mail as set out above.