

Application to lease a transponder

Use this form to apply to lease a transponder for any type of vehicle.

You can also apply to lease a transponder at www.407etr.com

Once you have completed the form, please:

- fax it to us at 905-264-5315, or
- mail it to us or drop it off at: 6300 Steeles Avenue West, Woodbridge, Ontario L4H 1J1

Receive One Simple Bill

If you're responsible for paying more than one 407 ETR bill, make arrangements today to start receiving One Simple Bill.

Visit www.407etr.com for details.

Important information about this lease

- By completing and signing this application to lease a transponder, you are entering into an agreement with us in which we agree to lease the transponder to you.
- The transponder is a toll device for use in connection with the electronic toll system on Highway 407 ETR.
- The term of this lease is on a month-to-month basis and continues until it is terminated.
- You may end this lease at any time. We may also end this lease at any time.
- Lease payments and certain other fees and charges previously made will not be refunded to you. The Security Deposit will be returned to you at the end of the lease, provided that your account is paid in full and the transponder has been returned to us – undamaged and in good working condition.
- 407 ETR strongly recommends a separate transponder for every vehicle. If you move the transponder between vehicles, you are responsible for all charges, including video toll charges that may result from such use that are billed to you.
- The limitation period provided for in this lease to commence proceedings to collect amounts owing thereunder is 15 years.

Travel 407 ETR the easy way – use a transponder!

We will give you instructions on how to mount the transponder in your vehicle and it is important that this be done correctly. If not, or your vehicle has a windshield that interferes with the transponder, the roadside tolling system may not recognize the transponder. If this happens, our video recognition system will record your licence plate number and your bill will include video toll charges.

Information to help you complete this application

- You must provide a separate licence plate number for each transponder you lease.
- For personal-use transponders, the registered licence plate holder must sign this application to lease the transponder.
- For business-use transponders, an authorized signing representative who can bind the business must sign this application. At least one licence plate registered in the name of the business must be listed on this application. If plates to be listed are not registered in the business name, an application to receive One Simple Bill is required.
- The type of transponder you require depends on the gross weight or registered gross weight of your vehicle. You can check the weight of your vehicle on your vehicle permit. If either the gross weight or registered gross weight is more than 5,000 kilograms, you require a heavy vehicle transponder.
- If you do not have an Ontario licence plate, you must include a copy of your licence plate registration (front and back) with this application.

Application

to lease a transponder



In this form, the terms *you* and *your* refer to the licence plate holder leasing the transponder. The terms *we*, *our* and *us* refer to 407 ETR.

Are you applying for personal-use or business-use transponders?

☐ Personal ☐ Business

How many transponders are you applying for? ►

Number of transponders

Do you have a 407 ETR account?

☐ No ☐ Yes ► If yes, please give us your current 407 ETR account numbers ►

Current 407 ETR account numbers

1 Customer information

Complete this section **ONLY** if you're applying for **personal-use** transponders.

This section must be completed by the person signing the application.

<input type="checkbox"/> Mr. Last name		First name		Middle initial	
<input type="checkbox"/> Mrs.					
<input type="checkbox"/> Ms.					
Address (number and street)		Suite No.	City	Province or state	Postal or zip code
Home telephone ()	Business telephone ()	Extension	Cellular phone ()		
E-mail address					
Name of alternate contact (you authorize this person to have access to your account details)					

2 Business information

Complete this section **ONLY** if you're applying for **business-use** transponders.

Registered business name			Operating business name		
Billing address (number and street)			Unit /Suite No.	City	
Province or state	Postal or zip code	Business telephone ()	Extension	Fax number ()	
E-mail address					
Name of authorized contact person			Name of alternate authorized contact person		

3 Licence plate information

Please give us licence plate information for each transponder you're applying for, which you will find on your vehicle permit.

For **personal-use** transponders, all licence plates listed must be registered to the person signing the application.

For **business-use** transponders, you must provide licence plate information for each transponder requested. At least one licence plate must be registered in the name of the business.

The vehicle weight is the gross weight or registered gross weight, whichever is greater. You can find this information on your vehicle permit.

If you're applying for more than 3 transponders, please attach a sheet with licence plate information for the additional transponders.

Transponder 1 If this vehicle is a cube van or bus, please check here ► ☐

Licence plate number	Province or state registered	Vehicle make
Vehicle model	Model year	Vehicle weight
407 ETR account number		Transponder ID

For 407 ETR use only ►

Transponder 2 If this vehicle is a cube van or bus, please check here ► ☐

Licence plate number	Province or state registered	Vehicle make
Vehicle model	Model year	Vehicle weight
407 ETR account number		Transponder ID

For 407 ETR use only ►

Transponder 3 If this vehicle is a cube van or bus, please check here ► ☐

Licence plate number	Province or state registered	Vehicle make
Vehicle model	Model year	Vehicle weight
407 ETR account number		Transponder ID

For 407 ETR use only ►

4 Number of transponders

Number of light vehicle transponders you're applying for
(gross weight or registered gross weight of 5,000 kg. or less, with or without trailers) ►

Number of heavy vehicle transponders you're applying for
(gross weight or registered gross weight of over 5,000 kg.) ►

Number of transponders

Number of transponders

5 Security deposit

Complete this section

ONLY if you're applying for **business-use** transponders.

Before receiving your transponders, you must pay the applicable security deposit per transponder.

☐ Cheque attached (please make it payable to 407 ETR)

If you've already paid the maximum Security Deposit on your main account, please list the account number ►

407 ETR account number

See Fee Schedule for a list of current fees.

6 One Simple Bill

You will receive One Simple Bill and save money if you have more than one transponder and/or licence plate registered in your name.

7 Transponder lease payments

Would you like to pay your transponder lease monthly, or annually with a discount?

☐ Annually ☐ Monthly

8 How do you want to pay your bill?

Please check one of the following payment options:

☐ Automatic withdrawal from my bank account (please provide details below and include a void cheque)

I authorize 407 ETR to debit my bank account for amounts owing. I agree to waive the requirement for 407 ETR to notify me in writing 15 days prior to the first payment withdrawal from my bank account. 407 ETR will provide you with notice to confirm your PAD set-up and details of the first payment withdrawal.

Name of account holder (must be in the name of the applicant(s))

Transit number

Bank number

Account number

☐ I want to be billed

If you wish to pre-authorize payments on your credit card, please visit www.407etr.com.

See Fee Schedule for a list of current fees.

9 Please sign here

For **personal-use** transponders, the registered holder of the licence plates listed in Section 3 must sign here. If there is more than one registered holder, each person must sign here.

For **business-use** transponders, an authorized signing representative who can bind the business must sign here.

By signing below, you acknowledge that you have read, understood, and agree to the terms and conditions of this application and the lease agreement. If more than one licence plate holder signs this application, you agree that 407 ETR can recover from you amounts owing by any or all such licence plate holders, as we determine to be appropriate.

Licence plate holder, or authorized signing representative who can bind the business

Title (business applications only)

Name (first, middle initial, last)

Signature

X

Date (dd/mm/yy)

Additional licence plate holder (if applicable)

Name (first, middle initial, last)

Signature

X

Date (dd/mm/yy)

For office use only

Processed by

Location

Date (dd/mm/yy)

Primary account number

Ownership and use of the transponder

You agree to lease the transponder for travel on Highway 407 ETR and to return it to us at the end of the lease. The term of this lease is on a month-to-month basis and continues until it is ended. While you are granted exclusive possession of the transponder for use by you in the vehicle whose licence plate is described in the application form, we own the transponder and this lease does not transfer its ownership to you. The transponder referred to in this lease includes any transponder issued in exchange for or replacement of the original transponder.

Responsibilities under this lease

Your responsibilities under this lease include:

- mounting the transponder in your vehicle according to the instructions we provide you
- paying all charges, including video toll charges that may result from using the transponder in other vehicles including rental vehicles that are billed to you
- making toll payments, and the lease and other fees and payments as described in the Fee Schedule, as it may be amended and replaced from time to time (the "Fee Schedule")
- paying charges for a full trip based on matching the video image of a licence plate and the transponder transaction when the tolling system registers use of the transponder only on entry or exit of Highway 407 ETR (see Video toll charges below)
- letting us know of unexpected video toll charges within 30 days of receiving your bill
- advising us immediately along with a copy of a police report, if the transponder is lost or stolen
- remaining liable for and paying all amounts due to us as a result of the use of the transponder until you return it to us, or advise us that it has been lost or stolen
- upon request, returning or surrendering the transponder to us or our authorized agents or any law enforcement officer
- paying all costs, including legal fees, that we may incur if we have to enforce this lease.

Our responsibility under this lease is limited to replacing defective transponders that have not been damaged due to abuse or improper use, provided your account is paid in full.

Video toll charges

Video toll charges may be generated, among other instances, when the tolling system registers use of the transponder only on entry or exit of Highway 407 ETR. This could occur if the transponder is not mounted properly or, if your vehicle has a metalized windshield; each of which is a possibility if transponders are moved from one vehicle to another. You are responsible for these video toll charges, together with any interest or other administrative charges accumulated thereon.

If the transponder was in your car at the time of travel and you are billed video toll charges, you should immediately:

- a) check to make sure that the transponder is mounted correctly in the vehicle; and
- b) call our customer service line 1-888-407-0407 and advise that video toll charges have been applied to your account.

We will make a one-time adjustment to your account if you notify us within thirty (30) days of such charges. If you do not so notify us, you are responsible for such charges, together with any interest or other administrative charges accumulated thereon.

Using the transponder in other vehicles

We strongly recommend that you lease a separate transponder for each vehicle that you use for travel on Highway 407 ETR. You may not use a transponder in vehicles (including rental vehicles) other than the vehicle whose licence plate is listed in the application form. However, if you do so, you will be responsible for all charges, including video toll charges, that may result from such use that are billed to you.

Rental vehicles

You are responsible for any amounts the rental company charges or bills you relating to trips on Highway 407 ETR or any other rental company administrative fees.

Types of transponder

- You require a light-vehicle transponder (Class 2), if the gross weight or registered gross weight of your vehicle is 5,000 kilograms or less.
- You require a heavy-vehicle transponder (Class 4), if the gross weight or registered gross weight of your vehicle is more than 5,000 kilograms.

If you use a Class 4 transponder in a light vehicle, we will charge toll rates that apply to heavy vehicles. If you use a Class 2 transponder in a heavy vehicle, we will charge toll rates that apply to heavy vehicles and a heavy vehicle video toll charge.

Replacing the transponder

If the transponder is being used correctly but is not working properly, we will replace it for free, provided your account is paid in full and the transponder is not damaged. However, you will be charged a Transponder Replacement Fee to replace the transponder if it is lost, stolen or damaged, or the label on it is removed or defaced or the transponder is not returned to us. Lost or stolen transponders will only be replaced if you advise us immediately along with a copy of a police report. You are responsible for all amounts charged to your 407 ETR account that are incurred prior to so advising us.

Telling us about changes

You shall advise us within six (6) days if you change your licence plates (or if they expire), your vehicle, your address, or your bank or credit card information, failing which, you are responsible for all non-refundable charges and fees that you are billed.

If you pay a Security Deposit

If you pay a Security Deposit, it will not earn interest, nor will it be held in a separate account or in trust or be considered trust money. We may apply your Security Deposit to pay any amount owing under this lease. The Security Deposit will be returned to you upon the end of the lease, provided that your account is paid in full and the transponder(s) have been returned – undamaged and in good working condition.

One Simple Bill

Unless you request us otherwise, we may send you One Simple Bill for all transponders and vehicles, the plate portion of whose vehicle permits are registered in your name. Visit www.407etr.com for details of the One Simple Bill.

Interest

Toll, lease and other fees and payments owing to us are due upon the mailing of a bill to you. If payment is not received within thirty-seven (37) days of the Bill Date indicated on your bill ("Bill Date"), interest charges may accumulate. Interest accrues daily on overdue accounts and is calculated and compounded monthly for an effective annual interest rate as described in the Fee Schedule.

Payments

All transponder lease payments are non-refundable. You may incur a Returned Payment Fee for each returned unpaid payment, for example, due to insufficient funds, a Collection Fee for any personal accounts submitted to a collection agency, and an Enforcement Fee for accounts submitted to the Registrar of Motor Vehicles for plate denial in respect of the

collection of your account. All such lease payments and fees are described in the Fee Schedule and are non-refundable.

When you make payments or we make adjustments to your account, including consolidated accounts, we retain the right to determine how the money will be allocated to pay the amounts owing to us.

Pre-authorized debit (PAD) authorization

If you have requested automatic payment from your bank account, you authorize us and the financial institution designated by you (or any other financial institution you may authorize at any time) to make deductions as per your instructions for monthly regular recurring payments (collectively, a "PAD") for payment of all charges arising under your 407 ETR account(s). Regular monthly payments for the full amount owing on your 407 ETR account(s) will be debited to your specified account. We will provide ten (10) days written notice of the amount of each regular PAD.

This authorization applies to the payment method of your 407 ETR account(s) and does not, nor will termination thereof, affect your responsibility for payment in full of your account(s).

This authority shall remain in effect until we receive notification from you of its change or termination. You may obtain a cancellation form or more information on your right to cancel this authorization at your financial institution or by visiting www.cdnpay.ca.

We may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least ten (10) days prior written notice to you. You have certain recourse rights if any PAD does not comply with this authorization. For example, you have the right to receive reimbursement for a PAD that is not authorized or is not consistent with this authorization. To obtain a form for a Reimbursement Claim or for more information on your recourse rights you may contact your financial institution or visit www.cdnpay.ca.

Changing this lease

We may make changes to this lease at any time, including changes to the Fee Schedule. If we do so, we will, except in the circumstances described in the paragraph below, notify you in writing before the changes take effect. Your use of the transponder after you have received notice of the changes constitutes your approval and acceptance of the changes.

If your transponder lease provides for monthly lease payments and you have not used your transponder on Highway 407 ETR for a period of at least twelve (12) consecutive months, we may, at our option and without prior notice to you, convert your transponder lease to provide for annual lease payments. All other terms and conditions of your transponder lease shall remain the same.

Communications

Unless otherwise provided, any communication or notice to you from us or to us from you may be in writing and sent by mail or electronic communication or, where practical, by any other comparable means. Any communication or notice by mail is considered to be received five (5) days after mailing. Any communications or notice by electronic communication or other comparable means is considered to be received on the date of such communication.

Transferring this lease

We may transfer this lease, or any of our rights under it, to any other person or business entity without your consent. You shall not transfer this lease under any circumstances.

Ending this lease

You may end this lease by advising us in writing and returning the transponder to us. You shall be responsible for and pay all amounts incurred on your account until you return the transponder to us.

We may end this lease at any time by notifying you in any of the ways referred to under the section Communications. If we do so, you must return the transponder to us within five (5) days of receiving such notice and pay in full all amounts incurred on your account.

If your account is pre-authorized, our right to charge your credit card or debit your bank account does not end until all amounts you owe us are paid.

Applicable lease terms and conditions will survive the ending of this lease.

How we collect and use your information

Personal Accounts

Protecting the confidentiality of your personal information is important to us. You authorize us to collect, use, disclose, and retain your personal information in order to set up and manage your 407 ETR account and to collect amounts you owe us.

For the purpose of collecting amounts that you owe us, we may use and/or disclose personal information provided by you and others, such as the Ministry of Transportation and collection agencies. To facilitate payment **we may request a consumer report that contains your personal information, request a credit investigation and share information about you with credit reporting agencies,** if for example, your account becomes seriously overdue.

Commercial Accounts

You consent to the receipt and exchange of credit information by us with any credit reporting agency, credit bureau or similar institution from time to time.

Toll evasion

Toll evasion is an offence. Section 191.3 of the *Highway Traffic Act*, Ontario states:

- (1) No person shall engage in an activity or use any device or material for the purpose of evading, obstructing or interfering with the effective operation of an electronic toll system.
- (2) A police officer may at any time, without a warrant, stop, enter and search a motor vehicle that he or she has reasonable grounds to believe is equipped with or carries or contains a device or material contrary to subsection (1) and may seize and take away any such device or material found in or upon the motor vehicle.

Limitation period

You agree that we may commence proceedings to collect each amount payable by you under the terms of this lease until the later of (a) the fifteenth (15th) anniversary of the most recent date on which you agree that the terms and conditions of this lease apply (or continue to apply) to you; and (b) the fifteenth (15th) anniversary of the Bill Date of the bill that first indicates such amount is payable by you.

Governing law and entire agreement

This lease is governed by, and you agree to submit to, the laws and courts exclusively of the Province of Ontario. The terms and conditions of this lease make up the entire agreement between you and us regarding the subject matter of this lease, and replace all discussions and agreements, express or implied, between you and us.

For information about our privacy policy, visit www.407etr.com.

Transponder lease and other charges effective February 1, 2014

- The Transponder Activation Fee is \$0.00.
- For business account transponders, a Security Deposit of \$50.00 per transponder for the first 20 transponders (up to a maximum of \$1,000.00) payable at the commencement of the lease.
- Transponder lease payments may be made on a monthly or annual basis as follows:

Monthly*

- First transponder - \$3.40
- Additional transponder (attached to the account) - \$1.00

Annual*

- First transponder - \$21.50
- Additional transponder (attached to the account) - \$9.95[†]

[†] When there are six months or less remaining to the anniversary date of the Annual Transponder Lease plan for the first transponder, this payment is reduced to \$5.00 for each additional transponder attached to the account.

- A Transponder Replacement Fee of \$50.00 for replacing a transponder in the event that it is lost, stolen, damaged, or the label on it is removed or defaced or the transponder is not returned to us.
- A Returned Payment Fee* of \$35.00 for each returned unpaid payment due, for example, due to insufficient funds.
- An Enforcement Fee* of \$20.00 for accounts submitted to the Registrar of Motor Vehicles for plate denial in respect of the collection of your account.
- Effective annual interest rate on overdue accounts is 26.82%.

All transponder lease and other charges are plus applicable taxes.

* Non-refundable.

** Subject to amendment from time to time.