

TERMS AND CONDITIONS

OPENING OF THE CLIENT-ACCOUNT PROVIDED FOR THE USE OF A TRANSPONDER,
INTENDED FOR THE TOLL OF THE SERGE-MARCIL BRIDGE, VEHICLES OF CATEGORY 1 & 2

Contextualization

These contractual terms govern the use of the A-30 EXPRESS toll system. It is important for each user (the "**User**") to carefully read and accept said terms before submitting a signed registration form or checking the acceptance box during the online registration on the website www.a30express.com. If Nouvelle Autoroute 30, s.e.n.c. ("**A-30 EXPRESS**") accepts your application, you agree to be bound by the terms and conditions listed below and by any other document to which these terms and conditions refer for the use of the A-30 EXPRESS toll system.

WHEREAS pursuant to a partnership agreement (the "**Agreement**") between the ministère des Transports du Québec and A-30 EXPRESS, A-30 EXPRESS is responsible for the operation of the Autoroute 30 ("**A-30** ") between Candiac and Vaudreuil-Dorion.

WHEREAS pursuant to this Agreement and the *Act Respecting Transport Infrastructure Partnerships*, RSQ, chapter P-9.001, A-30 EXPRESS is authorized to use a toll system on the Serge-Marcil Bridge, P-10942, (the "**Bridge**"), as well as collecting fees and interest resulting from crossing said toll system; and

WHEREAS although facilities allow payment at the time of the passage of the Bridge, A-30 EXPRESS has developed a client-account in order to allow the Users of the Bridge to use a transponder to pay the fees and interest resulting from each passage on the Bridge;

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope

- 1.1 The User desires to open a client-account, and A-30 EXPRESS undertakes to administrate the client-account, thus allowing the payment of the toll rates, the administration fees, the price of the transponder, the recovery fees and the interest, if any, resulting from any passage on the Bridge in the manner provided herein.
- 1.2 To do so, the User has completed and signed the registration form, in paper copy or online, which form an integral part of these terms and conditions.
- 1.3 The opening of the client-account entitles the User to obtain a transponder, which is associated with a vehicle registered in the User's client-account under its registration number, all in the manner provided herein.

2. Client-account

- 2.1 The client-account allows the User to access, from the A-30 EXPRESS website (see address in section 12.1 hereof), his personal information in connection with the fees and interest resulting from passages on the Bridge.

- 2.2 Access to the client-account is done by means of a username and password. At the opening of the client-account, the User obtains his username as well as a temporary password, which he can change online or in person at the A-30 EXPRESS Customer Service Center.
- 2.3 The User may consult, during a session on his client-account, at least the following elements: the present terms and conditions, including all documents to which they refer, the prepaid balance of the client-account, the toll fee schedule and the statements of account.
- 2.4 The User connected to his client-account may perform at least the following transactions: changing of the password, manual replenishment of his prepaid balance, if he selected this option, as well as the update of his personal information, which constitutes a modification notice of the terms and conditions (refer to section 7.2.1 hereof).
- 2.5 A-30 EXPRESS also provides a telephone service for the administration of the client-account. The User may contact an agent of the A-30 EXPRESS Customer Service Center for any question using the contact details provided on the A-30 EXPRESS website (see address in section 12.1 hereof) or on the registration form.

3. Transponder

- 3.1 The User wants to buy the number of transponders and pay the price indicated in the registration form, hence, where applicable, the purchase price of each transponder, the utilisation and administration fees associated with the transponder(s) and the interest, and A-30 EXPRESS agrees to sell him the transponder(s), all in accordance with the provisions of these terms and conditions, including all documents to which they refer.
- 3.2 A-30 EXPRESS sends to the User at the address indicated in the registration form, no later than within fifteen (15) days of the acceptance of the registration form submitted by the User, the transponder, unless the User has already gotten the transponder from an authorized dealer of A-30 EXPRESS or at the A-30 EXPRESS Customer Service Center, when applicable. The failure of A-30 EXPRESS to provide a transponder within this period entitles the User to cancel this contractual agreement and the terms of section 8 hereof shall apply.
- 3.3 When he takes possession of the transponder, the User must activate the transponder from the A-30 EXPRESS website (see address in section 12.1 hereof) or by calling the A-30 EXPRESS Customer Service Center.
- 3.4 Each transponder must be installed by the User in the vehicle corresponding to the transponder in accordance with the instructions given by A-30 EXPRESS, which are attached to each transponder and also available on the A-30 EXPRESS website (see address in section 12.1 hereof).
- 3.5 A transponder is associated with a single client-account and a single vehicle. The User must install the transponder on the registered vehicle, under its registration number, in the client-account.

- 3.6 However, several transponder(s) may be associated with the same client-account, but a User may not, under any circumstances, use a transponder on a vehicle other than the one associated with this transponder.
- 3.7 The User may use the transponder to cross the toll system of the Bridge from the later date between i) the date of activation of the transponder after the acceptance of the registration form by A-30 EXPRESS and upon receipt of the transponder, and ii) the opening date of the Bridge.
- 3.8 Replacement of the transponder at the expense of A-30 EXPRESS
 - 3.8.1 In case of default of the transponder for any reason other than those listed in sections 3.9.1 and 3.9.2 hereof, the User presents himself at the A-30 EXPRESS Customer Service Center so that A-30 EXPRESS can exchange his transponder at no charge.
 - 3.8.2 If the transponder has expired (see expiry date indicated on the transponder, if applicable), or within ten (10) days prior to the expiration date indicated on the transponder when applicable, the User must present himself at the A-30 EXPRESS Customer Service Center to receive a new transponder at no charge.
- 3.9 Replacement of the transponder at the expense of the User
 - 3.9.1 For a non-valid reason of damage to the transponder, that is to say an inefficient installation, misuse, including but not limited to uninstallation and reinstallation for any reason, improper maintenance or any negligence of the User with regards to the transponder, A-30 EXPRESS will hold the User responsible for the costs related to the replacement of the transponder, according to the prices indicated in the toll fee schedule.
 - 3.9.2 In case of loss or theft of the transponder, A-30 EXPRESS will hold the User responsible for all costs related to the replacement of the transponder as well as any fee charged fraudulently to his client-account, according to prices provided in the toll fee schedule. Thus, the User must immediately contact the A-30 EXPRESS Customer Service Center to notify the loss or theft of the transponder and thus limit its fraudulent use.
- 3.10 External transponder
 - 3.10.1 A-30 EXPRESS may, if the technical evidence demonstrates such necessity, require the use by the User of an external transponder rather than a self-adhesive transponder.
 - 3.10.2 All modalities of these terms and conditions, including all documents to which they refer, as appropriate, shall apply.
 - 3.10.3 The price of the external transponder is indicated in the toll fee schedule. All other toll rates, administration fees, recovery fees and interest listed in the toll fee schedule shall continue to apply.

3.11 Although the User is the owner of the transponder, this does not confer him any right on the intellectual property contained or included in the transponder so that the User cannot in any way reproduce, alter, sell, assign or give the intellectual property to anyone, or use it for purposes other than those provided in these terms and conditions, including all documents to which they refer.

3.12 Transponder other than an A-30 EXPRESS transponder

3.12.1 The toll facilities of the Bridge allow, when applicable, the use of transponders other than those issued by A-30 EXPRESS ("**Another transponder**"). A-30 EXPRESS assumes no responsibility and cannot be held responsible for any damage, prejudice or loss resulting from or arising from any use of Another transponder in the toll facilities of the Bridge, including the replacement of Another transponder, regardless of the motif.

4. Payments

4.1 The User authorizes A-30 EXPRESS to withdraw any amount related to tolls fees from the balance of his client-account without prior notice. These fees include the toll rates, administration fees, recovery fees and interest, if any.

4.2 Toll rates are calculated based on the number of axles and depend on the height of the vehicle as well as the time and day of the passage over the Bridge, when applicable, as provided in the toll fee schedule.

4.3 The User authorizes A-30 EXPRESS to keep his personal credit card information, if applicable, from the acceptance of the registration form by A-30 EXPRESS until the closing of the client-account.

4.4 The client-account must constantly show a higher balance than the Insufficient Balance indicated in the registration form in order to permit the payment of toll fees. To do so, the User agrees to pay the toll fees either by prepayment mode with automatic replenishment, or prepayment mode with manual replenishment.

4.5 Prepayment mode with automatic replenishment

4.5.1 The User authorizes A-30 EXPRESS to charge to the credit card listed in the registration form the amount of the initial prepaid balance as well as the Automatic Replenishment Amount indicated in the registration form, without prior notice.

4.5.2 The initial prepaid balance will be immediately credited to the client-account of the User, and charged to his credit card, at the opening of the client-account.

4.5.3 Whenever the balance of the client-account reaches the Low Balance indicated in the registration form, it automatically renews itself of the Automatic Replenishment Amount indicated in the registration form, subject to the approval of the User's credit card. This amount will be credited to the client-account, and charged to the credit card.

4.5.4 The User authorizes A-30 EXPRESS to analyze the activity of his client-account. If the Automatic Replenishment Amount indicated in the registration form is not sufficient to ensure the average monthly payment of toll rates and all other fees set out in the toll fee schedule then in effect, A-30 EXPRESS may propose to the User to modify the Automatic Replenishment Amount indicated in the registration form so that a single monthly replenishment is required. The User is free to accept or reject this proposal to modify the terms and conditions, including all documents to which they refer, without penalty, this proposal having the sole purpose of simplifying the obligations of the User by requiring a single monthly payment on his credit card for all toll rates, administration fees, recovery fees and interest, if any, arising from these terms and conditions, including the documents to which they refer.

4.6 Prepayment mode with manual replenishment

4.6.1 The User having selected the Prepayment mode with manual replenishment option may choose to perform his payment replenishments online or by phone with his credit card, or in person at the A-30 EXPRESS Customer Service Center by bank card or cash.

4.6.2 Online by credit card

4.6.2.1 The User authorizes A-30 EXPRESS to charge to the credit card listed in the registration form the amount of the initial prepaid balance. It will be immediately credited to the client-account of the User, and charged to his credit card, at the opening of the client-account.

4.6.2.2 The User performs the replenishment operation of the prepaid balance of his client-account in accordance with the present terms and conditions, in particular sections 4.6.4 to 4.6.8, by logging into his online client-account.

4.6.2.3 The User authorizes A-30 EXPRESS to charge to the credit card listed in the registration form the amount that he will have determined during said operation and this amount will be credited to the client-account of the User.

4.6.3 In person at the A-30 EXPRESS Customer Service Center

4.6.3.1 The User, at the activation of the client-account, pays the full amount of the initial prepaid balance. To do so, the User has the choice to either make his payment by bank card or cash. If he makes his payment by credit card, the User authorizes A-30 EXPRESS to charge to the credit card listed in the registration form the amount of the initial prepaid balance. Said amount will be immediately credited to the client-account of the User, and charged to his credit card.

- 4.6.3.2 The User performs the replenishment operation of the prepaid balance of his client-account in accordance with the present terms and conditions, in particular sections 4.6.4 to 4.6.8, in person at the A-30 EXPRESS Customer Service Center. To do so, the User has the choice to either make his payment by bank card or cash. If he makes his payment by credit card, the User authorizes A-30 EXPRESS to charge to the credit card listed in the registration form or any other credit card that the User will present during the transaction, the amount of the determined prepaid balance. Said amount will be immediately credited to the client-account of the User, and charged to his credit card.
- 4.6.4 The User performs the manual replenishment of the prepaid balance of his client-account when he considers it appropriate and determines himself the amount of the replenishment, ensuring compliance with the terms hereof, in particular section 4.6.5.
- 4.6.5 The User undertakes to monitor the prepaid balance of his client-account to ensure that it is always superior to the Insufficient Balance indicated on the registration form.
- 4.6.6 If it appears that the balance of the client-account is equal to or less than the Insufficient Balance indicated on the registration form when passing over the Bridge, the User will not be able to cross the toll plaza with his transponder unless he pays on site the toll rate provided in the toll fee schedule. The applicable rate will not take into consideration the fact that the User holds a transponder and the toll rate and administration fees, when applicable, for a vehicle without a transponder will apply.
- 4.6.7 Failure to pay a toll rate and related administration fees may constitute an offense under section 417.2 of the *Highway Safety Code*, RSQ, c. C-24.2.
- 4.6.8 Failure to pay any toll fee, including administration fees or any other fees that may be payable under the present terms and conditions, including all documents to which they refer, can lead to the closing of the client-account. If the User fails to make the replenishment payment so that the balance of the client-account is equal to or less than the Insufficient Balance provided in the registration form, A-30 EXPRESS will continue to withdraw the administration fees provided in the toll fee schedule in effect, if necessary, until the balance of the client-account is nil. The client-account will then be closed automatically and the contractual agreement provided in these terms and conditions, including all documents to which they refer, will be automatically terminated in accordance with section 8 hereof and a notice will be sent to the User by the preferred means of communication under section 6.1 hereof. In the event that the balance of the client-account becomes debtor, then the recovery fees provided in the toll fee schedule may apply, when applicable.

- 4.7 The User shall at all times ensure that payments by credit card can be made. If a payment is refused by the issuing financial institution of said card, the User will be required to pay administration fees and interest until the payment is validly made, in accordance with the toll fee schedule in effect. If the payment cannot be made validly, then the terms of section 4.6.8 hereof shall apply.
- 4.8 The prepaid credit balance of the client-account does not bear interest.
- 4.9 All amounts referred to in these terms and conditions, including all documents to which they refer, are in Canadian dollars.

5. Indexation and adjustment

- 5.1 Toll rates, administration fees and recovery fees provided herein are indexed automatically on January 1st of each year, according to the *Regulation respecting toll road infrastructures operated under a public-private partnership agreement*, RRQ, c P-9.001, r 3. In addition, the toll rates are adjusted, upward or downward, as appropriate, depending on the average traffic on the Bridge. The User will be notified of any indexation and any adjustment to toll rates, administration fees and recovery fees at least thirty (30) days before the entry into force of the new rates and fees as set out in section 7.1 hereof.

6. Statements of account

- 6.1 A statement of account is generated by A-30 EXPRESS each month following the opening date of the client-account. The User chooses, by indicating it in the registration form, the preferred means of communication: online or by regular mail.
- 6.2 If the User chooses the online option, the statement of account will be made available monthly at its date of issuance during a logon on the client-account. To do so, the User will receive an email at the email address associated with his client-account advising him that his statement of account is available for online consultation during a logon on the client-account. All statements of account will be kept online in the client-account and available for free consultation.
- 6.3 If the User chooses the transmission by regular mail, his monthly statement of account will be sent to the address associated with his client-account and thus, the monthly fees associated with the monthly statement of account for this option provided in the toll fee schedule in effect shall apply.
- 6.4 The User undertakes to verify the statements of account issued and to contact the A-30 EXPRESS Customer Service Center for any inquiry or question.
- 6.5 For any irregularity observed, the User shall send its claim by regular mail or email, to the A-30 EXPRESS Customer Service Center, in accordance with the terms set out in section 12.1 hereof. This claim must be received by A-30 EXPRESS within thirty (30) days of the date specified in the statement of account in which the irregularity was raised. A-30 EXPRESS will conduct an internal investigation and undertakes to report its findings to the User within a reasonable time frame. If it is found that there were irregularities in the User's file, A-30 EXPRESS will credit the amounts received without fundament to the balance of the client-account, if any.

7. Modification

7.1 Modification by A-30 EXPRESS

- 7.1.1 A-30 EXPRESS reserves its rights to modify unilaterally the toll rates, administration fees, recovery fees and utilization conditions of the transponder, all in accordance with applicable laws and regulations.
- 7.1.2 Should there be any modification, a written notice will be sent to the User at least thirty (30) days before the entry into force of said modification, to inform him of the nature of such modification by comparing the amended provision to its earlier version, as well as its date of entry into force, and the rights of the User provided in section 7.1.3 hereof. This written notice will be sent according to the preferred means of communication (see section 6.1 hereof). If the case of regular mailing, the notice of modification is sent free of charge.
- 7.1.3 The User has a period of thirty (30) days as of the day he receives the notice to accept or reject said modification. If he refuses, the client-account will be closed and this contractual agreement will be resolved without charge at the date of receipt by A-30 EXPRESS of the notice of refusal sent by the User to A-30 EXPRESS. The User has a period of thirty (30) days of the entry into force of the modification to achieve his notice of refusal to A-30 EXPRESS; after this period, the modification shall be deemed accepted and the contractual agreement provided in these terms and conditions, including the documents to which they refer, will continue with the modification entered into force.
- 7.1.4 If the contractual agreement provided in these terms and conditions, including the documents to which they refer, is resolved, A-30 EXPRESS will reimburse the User, within fifteen (15) days, of any amounts prepaid by the latter less all amounts which are due to or payable to A-30 EXPRESS by the User at the time of resolution of the contractual agreement.

7.2 Modification by the User

- 7.2.1 The User agrees to notify A-30 EXPRESS in writing of any change to his personal information, which has the effect of modifying the registration form. The User must send his notice of modification or update his personal information on the A-30 EXPRESS website (see address in section 12.1 hereof) not later than ten (10) days of becoming aware of said change.
- 7.2.2 Subject to the possibility that the User's modification request may present an irregularity, A-30 EXPRESS will automatically proceed to the modification. The registration form, as amended, and the terms and conditions, including the documents to which they refer, will be available online when the User accesses his client-account.

7.2.3 The User undertakes to carefully verify the statement of account following a notice of modification to ensure that its provisions are consistent with the modification. If he finds an irregularity, the User must immediately contact the A-30 EXPRESS Customer Service Center in accordance with the terms set out in section 12.1 hereof.

8. Termination

- 8.1 The User may at any time close his client-account. The effective date of termination will then be the date of receipt of the termination notice by A-30 EXPRESS or any later date specified in the notice.
- 8.2 A-30 EXPRESS retains the right to close unilaterally a User client-account if the User has failed to observe any of its obligations under these terms and conditions, including the documents to which they refer. The termination will take effect from the date of receipt of the termination notice by the User or any other date specified in the notice.
- 8.3 A-30 EXPRESS also retains the right to close unilaterally a User client-account at any time if A-30 EXPRESS learns that the User has provided false or fraudulent information.
- 8.4 In the event of termination, by either A-30 EXPRESS or by the User, the client-account balance will be refunded to the User, subject to the remaining sums due or payable by the User to A-30 EXPRESS at the date of termination and sections 8.5 and 8.6 hereof.
- 8.5 A-30 EXPRESS will not make any reimbursement for any balance less than the Minimum Balance indicated in the registration form, except in the case of an annulment of the contractual agreement provided in these terms and conditions, including the documents to which they refer, under sections 54.8 and 54.9 of the *Consumer Protection Act*, RSQ, c P-40.1, in which case the balance of the client-account, as determined under section 8.4 hereof, will be reimbursed even if it is less than the Minimum Balance.
- 8.6 A-30 EXPRESS will not make any reimbursement for any amount credited to the client-account in connection with promotional offers, if applicable.
- 8.7 The User remains liable for amounts due upon closing the client-account, as well as the interest that will continue to accrue are said closing, if applicable.
- 8.8 Pursuant to provisions 54.8 and 54.9 of the *Consumer Protection Act*, R.S.Q., c P-40, the User may, unless he annuls the contractual agreement provided for in these terms and conditions, including the documents to which they refer, keep the transponder though it can no longer be detected by the toll system of the Bridge. Thus, the User will have to pay the toll rate and all fees provided for in the toll fee schedule in effect, as if the vehicle was not equipped with a transponder.

9. Confidentiality

- 9.1 A-30 EXPRESS agrees to comply with the *Act respecting the Protection of personal information in the private sector*, RSQ, c P-39.1. To this end, A-30 EXPRESS agrees to the following terms:
- 9.1.1 A-30 EXPRESS only collects personal information necessary for the opening and maintenance of the client-account.
 - 9.1.2 Any information, in any form whatsoever, about an individual, enabling to identify him, is considered personal information.
 - 9.1.3 Personal information collected by A-30 EXPRESS is intended to allow the opening or maintenance of a client-account.
 - 9.1.4 A-30 EXPRESS will only use such personal information for purposes of administering the client-account, and to ensure the effectiveness of the system.
 - 9.1.5 Only employees designated by A-30 EXPRESS, equipped with the necessary permissions to use personal information in the course of their duties, will have access to the personal information held by A-30 EXPRESS.
 - 9.1.6 A-30 EXPRESS takes reasonable and appropriate precautions to protect personal information, regarding their conservation as well as their destruction, when applicable.
 - 9.1.7 Personal information contained in these terms and conditions, including the documents to which they refer, are confidential and will not be disclosed in any way by A-30 EXPRESS to third parties, except in the measures provided for by law or with the express written consent of the User.
- 9.2 The refusal of the User to provide personal information may have the effect of making it impossible for A-30 EXPRESS to ensure the present administration service of the client-account. Thus, the User refusing to disclose certain personal information may see his request for opening a client-account denied, or his contractual agreement under these terms and conditions, including the documents to which they refer, terminated. The objective of the aforementioned is to allow A-30 EXPRESS to fulfill its obligations hereunder.

10. Road safety

- 10.1 The A-30 is a public road within the meaning of the *Highway Safety Code*, RSQ, c. C-24.2: this code, as well as any other law or regulation that applies to public roads, must be strictly observed by the User during its passage over the Bridge or on the A-30, including but not limited to road signs, billboards, signage measures and all other indications.

11. Jurisdiction

- 11.1 These terms and conditions, including all documents to which they refer, are governed by the laws and regulations of Québec, and the parties agree to submit any claim hereunder to the exclusive jurisdiction of the courts of the judicial district of Montréal, Québec.

12. Contact

- 12.1 The User may contact the A-30 EXPRESS Customer Service Center at any time using the contact details on the website www.a30express.com or on the registration form.

13. Notice

- 13.1 Any notice which these terms and conditions, including the documents to which they refer, refer to must be made in writing, unless otherwise stated.

13.2 Notice sent by A-30 EXPRESS

13.2.1 Any notice of A-30 EXPRESS is deemed to have been duly given if sent to the User, either to his postal or email address indicated in the registration form, as amended from time to time.

13.2.2 Any notice sent by email shall be deemed given on the day of its electronic transmission.

13.2.3 Any postal notice shall be deemed given the second business day following its mailing.

13.3 Notice sent by the User

13.3.1 Any notice sent by the User is deemed to have been duly given if sent to A-30 EXPRESS either at its postal or email address indicated in section 12.1 hereof, or if the update of the personal information has been made through the A-30 EXPRESS website (see address in section 12.1 hereof).

13.3.2 Any notice sent by email or updated on the A-30 EXPRESS website is deemed given on the day of its electronic transmission.

13.3.3 Any postal notice shall be deemed given the second business day following its mailing.

13.3.4 Any notice given by the User must be signed by the client-account holder or by his representative, when applicable.

14. Nullity

- 14.1 Each provision of these terms and conditions, including all documents to which they refer, is interpreted separately and the nullity or unenforceability of one of them does not affect the validity or enforceability of any remaining provisions.

15. Contextualization and documents incorporated by reference.

15.1 The contextualization and all documents to which these terms and conditions refer form an integral part of said terms and conditions.

16. Copy of contractual documents

The User can access these terms and conditions, including all documents to which they refer, by accessing his client-account online on the A-30 EXPRESS website (see address in section 12.1 hereof). The User may also ask to receive, within fifteen (15) days of his request to the A-30 EXPRESS Customer Service Center, a paper copy of these terms and condition, including the documents to which they refer.