

PrePass® Terms & Conditions

1. PREPASS SUITE OF SERVICES: PrePass refers to the suite of services offered by HELP, Inc. including PrePass®, PrePass Plus, PrePass Gates, and/or PrePass AG.
2. GENERAL: This PrePass License Agreement (this "Agreement") with Heavy Vehicle Electronic License Plate, Inc. ("HELP") authorizes approved motor carriers ("Customers") to participate in the PrePass programs offered at open weigh stations, ports-of-entry, agricultural interdiction facilities, and/or toll facilities. Transponders bearing the PrePass® logo are assets of HELP, loaned to customers for use according to the following Terms and Conditions and should not be enrolled in non-PrePass systems.
3. EFFECTIVE DATE: This Agreement is effective, and PrePass participation will be authorized, following receipt by HELP of all required application information and validation by HELP that Customer meets all eligibility criteria for at least one of the above listed programs.
4. CUSTOMER AGREES:
 - a. To comply with all PrePass services eligibility criteria established by states and/or toll authorities in which Customer seeks to operate with PrePass.
 - b. To authorize HELP to acquire and periodically reconfirm information from government agencies, leasing companies, and/or third party credential processors concerning registration, permits, licenses, inspections, taxes and any other credentials required to validate carrier eligibility for the PrePass program. Such government agencies and other entities are authorized to release without restriction or liability all such information to HELP.
 - c. To mount and use HELP provided transponders in accordance with instructions provided by HELP and to install and use HELP provided transponders only on the specific truck(s) designated on the PrePass application or account records.
 - d. That Customer's company, employees, mechanics, drivers and agents will protect HELP transponders, and will not allow anyone to open, x-ray, disassemble, decompile, modify, repair, reverse engineer or tamper with a HELP transponder. Customer agrees to protect the transponders in the same way you would treat expensive electronic systems that you own, using a reasonable degree of care.
 - e. If authorized by HELP to use transponders not owned by HELP (Third Party Transponders) to access the PrePass system, Customer agrees to mount and use such transponders in accordance with instructions provided by HELP and to install and use such transponders only on the specific truck(s) designated on your PrePass application or account records.
 - f. To provide, as requested, proof of ownership and appropriate manufacturers serial number and transponder type for any Third Party Transponders that Customer wishes to use within the PrePass system.
 - g. To use the lanes designated for PrePass users when approaching a PrePass open weigh station or port-of-entry, agricultural interdiction facilities and/or toll facilities.
 - h. To obey all applicable state laws and regulations governing eligibility for bypass at PrePass sites, including PrePass criteria regarding vehicle configuration, content and weight. The approved transponder(s) will be signaled to authorize a bypass by an audible beep and green light, approximately one mile in advance of the facility to participating PrePass weigh stations or ports-of-entry. Absent this bypass authorization, or upon receipt of a red "pull-in" signal, Customer agrees to enter or stop at the facility and follow the agents' instructions.
 - i. To pay such service charges as are established by HELP for each truck enrolled and toll charges as assessed by the toll agencies and any service fee associated with transponders.
 - j. To pay all invoices including PrePass fees and incurred toll charges upon receipt. Any balance outstanding over 21 days is delinquent and can result in suspension by HELP of bypass and/or toll privileges, and, to the extent permitted by applicable law, is subject to a late fee of the greater of \$10.00 or 1 percent per month and any discounts offered will be void. After two delinquencies, HELP may require customer to establish electronic means of payment.
 - k. To review your PrePass invoice promptly and notify the PrePass Service Center if you have any questions regarding your charges. If HELP is not notified in writing within 21 days of invoice date, all charges will be deemed to have been accepted by Customer.
 - l. To pay a \$25.00 charge for each payment your bank returns.
 - m. That Customer is not entitled to apply for or receive any emission reduction credits, emission reductions, offset credits or any other quantifiable environmental benefits, in any form, as determined by HELP, in its sole and absolute discretion. This includes, but is not limited to, any emission reduction credits, emission reduction and offset credits of greenhouse gases, oxides of nitrogen, oxides of sulfur or other qualifying emissions, or such other environmental benefits whether now known or existing, which may be translated or calculated into environmental benefits created now or in the future due to, pertaining to or otherwise, in any way, related to Customer's participation in PrePass or the PrePass suite of services (herein defined as "Environmental Benefits").
 - n. That any and all Environmental Benefits referred to in paragraph 4(m) hereof are at all times, the sole and exclusive property of HELP and such Environmental Benefits are not transferred upon the license, sale, transfer or other disposition of a HELP transponder, a third party transponder or any other equipment to Customer or upon Customer's participation in PrePass or the PrePass suite of services. To the extent that HELP desires an assignment of said Environmental Benefits, Customer does hereby assign and convey to HELP or HELP's assignee all rights and title in any Environmental Benefits.
 - o. That all HELP transponders or Third Party Transponders enrolled in PrePass must be used only by the PrePass vehicle to which the transponder is registered.
 - p. To be responsible for all transponders received from HELP, whether assigned to a Customer truck or retained in Customer inventory. Customer agrees to return HELP transponders that are not being used, assigned to trucks that are sold, or otherwise removed from service within thirty (30) days of a sale or removal from service. Customer maintains responsibility for all PrePass devices until received by HELP.
 - q. Proof of delivery of returned transponders is required to avoid fees associated with devices not received by HELP. HELP will assess a \$100.00 fee per transponder for failure to return HELP transponders no longer assigned to vehicles enrolled in PrePass.
 - r. To notify PrePass immediately if any transponder is lost or stolen or if the truck to which it was assigned is stolen. Customer is responsible for all charges associated with lost or stolen transponders including assessed transponder fees and unauthorized toll charges until written notification is received by the PrePass Customer Service Center.
 - s. To report in a timely manner changes relevant to your PrePass account, including company name or ownership, mailing address, telephone number, trucks enrolled in PrePass, license plate numbers, any and all change of credentials, applicable credit card numbers and expiration date, and other such information.
 - t. To pay the assessed charge for each transponder permanently suspended from toll operations for continual violations or otherwise permanently deactivated from toll operations.
 - u. To pay a \$20.00 HELP assessed violation fee on each toll violation.
 - v. That if an account is placed with collections, devices are considered lost/stolen and are not eligible to be returned to PrePass. Customers allowed to continue using Weigh Station services agree to pay a \$25.00 reactivation fee per device and sign up for automatic payments.
 - w. (PrePass Plus customers billing under \$10K per month) To sign up for AutoPay and maintain an active card on file at all times. Missed and/or late payments may result in permanent removal from the Toll program. Toll customers who are sent for collections will not be eligible for Toll Service in the future.
5. HELP, INC. AGREES:
 - a. To authorize Customer trucks to bypass participating PrePass program open weigh stations and ports-of-entry, agricultural interdiction facilities and/or toll facilities subject to program eligibility requirements.
 - b. To assess fees for each account based on the number of PrePass transponders assigned to vehicles and for all toll transponders whether assigned or unassigned during the month consistent with HELP's fee schedule.
 - c. To process electronic payments for current invoiced amounts to customers enrolled in electronic payment programs.
 - d. To process all payments received for services provided.
 - e. To provide an invoice monthly, bimonthly or at other intervals depending on type of service that will list all service fees and tolls if applicable, for each PrePass vehicle enrolled, record Customer payments, and specify the outstanding balance due as of the invoice date. Charges for monthly service are billed one month in arrears.
6. PROPERTY OF HELP: HELP supplied transponders are the property of HELP and Customer may use HELP supplied transponders only for the PrePass® and PrePass Plus programs, PrePass Gates and PrePass AG installations or other uses that have been authorized in writing by HELP.
7. NO BYPASS GUARANTEE: HELP does not guarantee that legally operating trucks will always be allowed to bypass a participating facility. Five percent random pull-ins are a standard feature of PrePass (excluding toll facilities) and each site has the option to require all trucks to pull-in for special enforcement efforts. HELP is not and cannot be responsible for the actions of any law enforcement agency.
8. CANCELLATION: Customer may cancel PrePass program participation by informing HELP in writing and returning all transponders owned by HELP. A fee in the amount of \$100.00 per transponder will be assessed for each transponder not returned within 30 days of notice to cancel program participation. HELP may suspend or cancel carrier participation in PrePass if a Customer fails to continue to meet program eligibility requirements, fulfill outstanding financial obligations to HELP or for other business reasons. HELP will notify Customers of any suspension or termination. HELP will not refund amounts less than \$25.00 unless requested by customer, nor if the account has been placed with collections.
9. LIMITED WARRANTY: HELP warrants that the PrePass supplied transponders are in working order and will perform substantially as described, provided that the transponders are installed and used as instructed. The PrePass supplied transponders are provided without any other warranty. There are no warranties which extend beyond the description on the face hereof. ALL OF HELP'S WARRANTIES ARE EXPRESSLY SET FORTH IN THIS PARAGRAPH 9 AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED IN FACT OR BY LAW.
10. RELEASE & INDEMNITY: Customer hereby releases HELP from all loss, damage or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of any transponder. In no event will HELP, its agents, employees, contractors, or subcontractors be liable to the Customer or anyone else for damages of any nature, including lost profits, lost savings, lost revenue, incurred toll charges or other special, incidental, punitive, indirect or consequential damages arising out of the use of or the inability to use the PrePass transponders, however caused. In no event is HELP or other parties liable for costs of procurement of substitute products or services.
11. PATENT AND COPYRIGHT INFRINGEMENT: HELP will assume responsibility and costs to defend Customer against any action based on a third party patent or copyright infringement claim arising out of Customer's authorized use of HELP supplied transponders. Customer promises to cooperate fully with HELP by providing immediate notice of any such claim, and providing all information, assistance and authorizations required by HELP. If HELP requires Customer assistance in such activity, it will be provided at HELP's cost, but only to the extent HELP has specifically requested such assistance in writing and authorized the expenditures in question. HELP shall have sole discretion and authority to settle the claim, replace the alleged infringing product with a suitable product or take back such products. Customer is not authorized to litigate or settle any claim on behalf of HELP.
12. MISCELLANEOUS:
 - a. Law and Venue. The Laws of the state of Arizona will govern interpretation of this Agreement.
 - b. Assignment. This Agreement may not be assigned.
 - c. Severability. If any of the provisions of this Agreement are held invalid or unenforceable, the remainder of the Agreement shall remain in effect and shall be enforceable as if not containing the invalid or unenforceable clause.
 - d. Notices. Notices to Customers will be sent to the Customer's addresses of record with HELP.
13. CHANGES TO AGREEMENT: HELP may change this Agreement by written notification. Customer will be deemed to have received and approved a notification modifying the Agreement twenty (20) days after its mailing via the U. S. Postal Service to Customer's address of record with HELP. Customer agrees to the new terms by using the PrePass system after the twenty day notification has expired. If Customer does not consent to the modified Agreement, Customer must cancel his account in writing, pay outstanding balance, and return all issued transponders. Terms and conditions printed on purchase orders or checks are not effective to amend, modify or supersede this Agreement.
14. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties concerning the subject matter, superseding all prior written or oral understandings (including predecessors).
15. DATA PRIVACY: It is the policy of HELP to preserve bypass transaction data and all carrier business information with the utmost confidence. Truck-specific transaction data is used in PrePass only for the purpose of managing the bypass events. Such data is not publicly disclosed and is not permanently retained.
16. DRIVER INFORMATION GUIDE: All PrePass Customers agree to operate in accordance with the criteria outlined in the PrePass Driver Information Guide.
17. ARIZONA AGRICULTURE: Agriculture products include: Aquatic plants, cactus, Christmas trees - potted or cut, Christmas wreaths, corn - fresh or food grade dry, cut foliage, cut wood - dragon wood or decorative wood, decorative plant material, exotic animals, firewood, flower bulbs, fresh fruit, fresh vegetables, gift baskets containing - fruit, vegetables, nuts and plants, grass seed, grass sprigs, hay bales, live fish and sharks, livestock, logs, nursery stock, outdoor household goods with plants, pine straw, plant cuttings, rocks, seed, soil, Spanish Moss, straw bales, trees on flat beds, unprocessed nuts, used equipment, used lumber and cross ties. If you are carrying any of these loads, you must pull into the weigh station.
18. BONDING:
 - a. New and existing PrePass Plus customers with monthly toll charges exceeding \$10K or with more than 80 transponders will be required to obtain a Surety Bond (Bond) in the form and amount prescribed by PrePass.
 - b. The following calculation will be used to determine the amount of bonding required for all PrePass Plus customers; Equal to the number of PrePass Plus transponders multiplied by \$125.00.
 - c. All customers who do not initially meet the bonding requirement but reach monthly toll charges exceeding \$10K or in excess of 80 transponders will be required to procure a Bond meeting the criteria set forth in the Agreement.
 - d. HELP will, at the discretion of management, pay for the required Bond if the Customer is in good financial standing and the cost of the Bond is within reasonable standards as determined by HELP.
 - e. HELP will require Customers that do not meet the minimum bonding requirement to obtain a bond meeting HELP's requirements if Customer pays late two times during an Eighteen (18) month period. The cost of procuring this bond shall be the sole responsibility of the Customer. Once PrePass has requested this, the bond must be obtained within 30 days.
19. COMMUNICATIONS:
 - a. Direct all correspondence and questions to:
PrePass Service Center, P.O. BOX 981334, El Paso, TX 79998-1334.
Telephone: 1-800-PrePass (1-800-773-7277)
E-mail: PrePassUpdates@acs-inc.com.
 - b. For PrePass transponder returns only, mail or deliver to:
PrePass Transponder Returns
510 Parkland Drive, Sandy UT 84070
A detailed list of transponders being returned is to be enclosed with each shipment.