

TERMS & CONDITIONS

1. General

These Terms and Condition delineate your Ground Transportation Automated Online Billing Agreement (“Agreement”) as well as the establishment of an Online Account with the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (“LAWA”). This Agreement constitutes a license to use the transponder issued to you for use while engaging in commercial vehicle transactions in the Los Angeles International Airport (LAX) Central Terminal Area (CTA) pursuant to your Ground transportation Non-Exclusive License Agreement. This Agreement also constitutes your acknowledgement that you agree to make your CTA access fee payments through the LAWA Ground Transportation Online Billing System. You understand that transponder remains the property of LAWA. This Agreement accompanies and is part of each LAWA Ground Transportation Non-Exclusive License Agreement (“GT-NELA”). Your submittal of an Application for a GT-NELA constitutes your acknowledgement and consent to the terms of this corresponding Agreement. LAWA reserves the right to withhold issuance of a transponder or establishment of an Online Account from any applicant with outstanding circuit fees or other amounts due to LAWA.

You Agree to:

Abide by LAX Rules and Regulations, including but not limited to, LAX Ground Transportation Rules and Regulations.

Pre-Pay all fees charged to your LAWA account in a timely manner.

Consent to your provision of personal and/or company data for the administering of your payment of Fees via your Online Account.

Install and use the transponder in accordance with LAX Ground Transportation Rules and Regulations. Transponders are non-transferable.

Obey all applicable laws, rules and regulations and policies of the LAWA facilities.

Promptly review your statement and notify LAWA Ground Transportation Services (GTS) of any questions regarding charges. Charges not disputed within thirty (30) days of the statement date will be deemed valid.

LAWA’s submission of delinquent accounts and any information it deems necessary to a third-party collection agency for enforcement of any and all tolls, fees, and penalties.

Report any changes to your name, mailing address, telephone number, e-mail, vehicle license plate numbers, and/or billing information (credit/debit card number and expiration date) as soon

as they become available to you. You will remain liable for all tolls charged to a vehicle on your account until you have notified the GTS of any changes in vehicle ownership.

2. Minimum Account Balances, Fees, and Charges

LAWA accepts the following credit cards:

American Express
Discover
Mastercard
Visa

You warrant that:

You are over 18 years of age;

You have the appropriate authority to validly accept the Agreement and are able to meet your obligations in relation to this Agreement;

The credit card used in connection with this Agreement is issued in your name or you are an authorized user of the credit card;

You will pay the credit card issuer all charges incurred in the use of the card;

The information supplied by you is true and correct.

You agree to make a deposit amount equal to your estimate of the cost of your company's thirty (30) day average use of the transponder prior to your prepaid circuit activity balance reaching a zero-dollar balance.

You agree that your replenishment amount and replenishment threshold are both subject to change based on your average monthly usage.

You agree to maintain a minimum account balance. Failure to maintain a minimum account balance can result in account revocation and forced closure. Suspension and/or termination.

You agree that a processing fee may be charged to your account should your account be revoked and forced into closure.

You agree to waive all interest or benefits that may accrue on any prepaid account balances or transponder deposits.

LAWA may use a third-party company to obtain credit card data to resolve expired or invalid credit card information.

3. Payment Processing

Your online payments are secure. Credit card numbers are encryption protected and LAWA does not store your credit card details.

Confirmation. If your payment is successful, you will receive a confirmation notice of your completed payment on the screen and you may receive notice via email.

If your payment is unsuccessful, you will receive notice that your payment has failed. Please arrange an alternative payment method promptly as to not breach this Agreement.

4. Transponders

If a transponder is lost, stolen, or damaged, report it to Ground Transportation Services (GTS) immediately. You shall remain liable for all circuits charged to your transponder until you have notified GTS. You will be charged \$50 for the replacement of each transponder.

5. Security

LAWA maintains commercially reasonable administrative, technical and physical procedures to protect all the personal and entity information that is stored in our servers from unauthorized access, accidental loss, or modification. LAWA cannot, however, guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes.

6. No Guarantee

LAWA will do its best to ensure that services work properly and are constantly improving them. However, LAWA cannot guarantee that service will always be available and cannot prevent all failures, especially not the failures that sometimes occur in the systems of the other parties involved in the functioning of a payment method (such as your bank or credit card issuer) and as a result of which a Payment cannot be made, temporarily or otherwise. LAWA is not responsible for this and accepts no liability in either case.

7. Termination

LAWA or its agent may terminate this Agreement at any time and for any reason. If you wish to terminate this Agreement, you must return all issued transponders(s) to GTS. Upon return of your transponder(s), your account will be refunded to the card on file within thirty (30) days of the return of the final transponder. Following any termination, you remain responsible for payments owed under this Agreement. If your account balance is insufficient to cover outstanding charges, you will remain liable for all such amounts and may become liable for additional fees and penalties, in accordance with applicable law, and you may be subject to collection actions for any unpaid balance.

8. Changes

LAWA reserves the right to change the terms of this Agreement and these policies at any time by providing notice to you. You will be deemed to have received such notice ten (10) days after notice is generated. You agree to all changes when you use your transponder after that date. You agree to all changes of terms and conditions and LAX Rules and Regulations pursuant to this Agreement.

9. Release and Indemnity

You hereby release LAWA and its directors, officers, employees, and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with this Agreement. You agree that LAWA and its directors, officers, employees, and agents will not incur any obligation or liability for any such loss, damage or injury. Should there be an issue with your transponder your sole and exclusive remedy against LAWA will be the request and replacement of any defective transponder(s). You agree to indemnify, protect, and hold harmless LAWA and its directors, officers, employees, and agents from all liability for any loss, damage, or injury to persons or property arising from or related to this Agreement.

10. Failure to Comply

If you fail to comply with any portion of this Agreement, it may result in the suspension or termination of your Non-Exclusive License Agreement which revokes your access to conduct services at LAX. If violations occur, you will be subject to all fees and penalties provided by law or by the Non-Exclusive Agreement. LAWA and its agent(s) may debit your Account for all fees and penalties assessed by LAWA. If you do not have sufficient funds in your Account to cover a fee, you may receive a notice of violation and be subject to suspension or termination of your Non-Exclusive License Agreement until all fees have been paid. Operating with a suspended or terminated Agreement, may subject the driver to be cited and vehicle impounded.

11. Communications

Please address all inquiries and notices to:

LAWA Ground Transportation Services
7301 World Way West, 1st Floor
Los Angeles, CA 90019
Phone: 424-646-8273
Email: gtbilling@lawa.org

12. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without LAWA's prior written consent, but may be assigned by LAWA without consent or other restriction.

13. Term

The term of this Agreement is effective upon the date you agree to it by electronically indicating acceptance and terminates or expires concurrently and subject to the termination and/or expiration of your corresponding GT-NELA.

14. Entire Agreement and Remedies

These terms and conditions, and all policies and procedures that are incorporated herein by reference, constitute the entire Agreement between you and LAWA.

This Agreement has been reviewed by you with the benefit of independent legal counsel to the extent you consider necessary, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement. The rights conferred upon LAWA in this Agreement are not intended to be exclusive of each other or of any other rights and remedies we may have at law or in equity. Rather, each and every right we may have under this Agreement, at law or in equity, is cumulative and concurrent, and in addition to every other right.