

NEXPRESS® TERMS OF SERVICE AGREEMENT

DATE

General

This agreement with Detroit Windsor Tunnel LLC (“DWT”, “we”, “us”, “our”) applies to the application for a Passenger or Commercial Nexpress® Windshield Tag, the use of a Passenger or Commercial Nexpress® service and account (“Account”), “DWT Mobile” mobile application, and service by a linked Nexus card. By applying for and using the Nexpress® Windshield Tag, Nexpress® service or account, DWT Mobile, or Nexus card for an Account you (“User” or “You”) accept and agree to the terms outlined in this Terms of Service.

This Nexpress® Terms of Service Agreement is between you and DWT. It governs the use of the Nexpress® service at the Detroit Windsor Tunnel and at other toll locations where toll operators have entered into an agreement with DWT for electronic toll collection interoperability (“Interoperability Agreement”). The term “Agency” or “Agencies” refers to other toll locations participating in an Interoperability Agreement with DWT, which allows passenger and commercial customers to use the same Windshield Tag across all participating toll locations.

Agreement to Terms

By using the Nexpress® Account, you agree to the following terms and conditions. If you do not agree, you must cease using all Nexpress® account services including DWT Mobile and Nexpress® Windshield tags. Windshield Tags must be returned to DWT. This Agreement binds and benefits you, DWT, and its successors and assigns. You may not assign your rights or obligations under this Agreement. By using the Nexpress® Account, you acknowledge that you have read, understand, and agree to be bound by this Terms of Service Agreement.

System Downtime

By using the Nexpress® service you acknowledge that the toll collection system is fully computerized. In the unlikely event of a system outage, whether due to natural or man-made causes, you may be unable to use your pass and may need to pay for each crossing at the posted cash rate until the system is operational again.

NEXPRESS® Tag Acceptable Use

Use in Toll Lane

Do not proceed through any toll lane unless the signal light on the gate is green or yellow and the gate arm is raised. If no light is shown, pay the applicable toll by credit card to proceed. A yellow light indicates a low balance or account matter that needs to be resolved. The user should login to their online customer portal at nexpress.dwtunnel.com to resolve the matter and contact customer service if necessary.

Follow posted speed limits.

DWT maintains strict vehicle size and weight restrictions found at commercial.dwtunnel.com. Motorcycles are not permitted to use the facility.

Windshield Tag Placement

The Nexpress® toll transponder issued by DWT is known as a “Windshield Tag.” All Windshield Tags must be applied to the windshield in the upper left corner inside the vehicle. Detailed instructions can be found [here](#). Failure to install a Windshield Tag correctly will result in deactivation of services and no refund will be given for toll paid by credit card for the rate differential.

Number of Windshield Tags

When a Nexpress® Account is created, the account is limited to two (2) Windshield Tags issued at no charge. After each three-year period, the account may receive replacement tags for those original two (2) tags at no charge. Additional Windshield Tags may be purchased for a \$5.00 fee per tag; however, these additional tags are not eligible for no-charge replacement.

Lost or stolen

If your Nexpress® Windshield Tag is lost or stolen, notify DWT immediately so the Tag can be deactivated. You are responsible for any charges made against lost or stolen passes until you notify customer service in writing. Tunnel Attendants are not authorized to receive verbal notification or to modify accounts. There is a \$5.00 fee for each replacement Windshield Tag. Balances are transferable to a new Windshield Tag if lost or stolen.

Account

The Nexpress® Account established by this agreement with DWT, is maintained for the purpose of deducting tolls and fees as outlined in this agreement.

Currency

You have the option of choosing to maintain your account in either U.S or Canadian currency. Accounts can only use the selected currency for deposits and tolls.

Passenger vs. Commercial Accounts

Passenger accounts are to be used by individuals operating two-axle or recreational vehicles not associated with a commercial business.

Commercial accounts are to be used by commercial businesses and maintained singularly by the business. Fleet vehicles and vehicles over two-axles that are not recreational must be maintained under a commercial account and are subject to a separate toll fare schedule.

Toll Violations

Trips made through any toll plaza governed by these Terms of Service with a deactivated Windshield Tag or without paying the proper toll will incur toll violations and charges for the applicable tolls.

You are responsible for any Toll Violations that occur during the use of your Nexpress® Windshield Tag.

Toll Charges

Toll Charges are fees equal to the applicable toll charge that will be deducted from your account each time your Windshield Tag or a license plate image is used to gain access or exit through any toll collection area participating in the Nexpress® service.

You are responsible for all charges associated with your Nexpress® Account. Unauthorized use of your Nexpress® Windshield Tag by any other person does not relieve you of liability for any charges incurred.

Credit Card Maintenance/Insufficiency

You are required to maintain a current and chargeable credit card with a current expiration date on your Nexpress® Account. Failure to do so may result in the closing of your account.

If your account does not have sufficient funds to cover any amounts owed to DWT, you will remain liable for such amounts without any program discounts applied.

Account Information/Updates

Any changes to your email and mailing addresses, credit card information, vehicle and license plate information, and all other account information, should be updated in your online customer portal. Updates can be made online at nexpress.dwtunnel.com. Failure to maintain current account information may limit or deactivate your Nexpress® service.

Statements/Rates

Nexpress® Toll Rates are subject to change. Visit dwtunnel.com/TollRates.aspx for current rates. View your Nexpress® monthly itemized statements online by logging into your online portal at nexpress.dwtunnel.com.

Checks/NSF

Checks for pre-paid toll funds are only accepted for Nexpress® Commercial Accounts. Returned or NSF checks are subject to a \$35.00 bank charge.

Closing

You may close your Account at any time, with or without cause. In such cases, you will receive notification via email at the address on file. To close your Account, you must login to your online portal and submit this request. Any unused balances on your account are non-refundable.

DWT reserves the right to close the Account at its discretion if:

An Account is inactive for a period of three years or more
An Account is inactive for a period of one year or more without autorenewal and/or a chargeable credit card
An Account has not been fully setup and deposit completed within 60 days from the time the Account was created
An Account that is in arrears may be closed without notice and subject to a \$20/fee

Account Pre-Payment and Balance

Nexpress® Accounts are prepaid. Tolls are deducted from the Account and auto replenished by a credit card assigned to the Account. Nexpress® Commercial Accounts have the option of paying by check. All Nexpress® Accounts must maintain a prepaid toll balance.

Pre-Payment Amount

Nexpress® Passenger Accounts require an opening deposit of \$75.00 when submitting an Account application.

Nexpress® Commercial Accounts require an opening deposit of \$500.00 when submitting an Account application.

Replenishment Charge/Auto Renewal

Nexpress® Passenger Accounts require a minimum replenishment charge of \$75.00 when the Account balance falls to \$10.00. You may increase your replenishment charge or minimum account balance in your online portal.

Nexpress® Commercial Accounts require a minimum replenishment charge of \$100.00 when the Account balance falls to \$50.00. You may increase your replenishment charge or minimum account balance in your online portal.

Any account without autorenewal or meeting the minimum renewal amount will not be eligible for the Nexpress discounts and will be charged at the cash rate.

Payments are Nonrefundable

Payments applied to a Nexpress® Account are nonrefundable. Balances may be transferred to another Nexpress® Account.

Binding Agreement

By using the Nexpress® Windshield Tag, you understand and agree that it will allow passage through the Windsor and Detroit Tunnel Toll Plazas for both passenger and commercial vehicles, with charges being deducted from your Nexpress® prepaid account. You are entering into a legal and binding contract with DWT, confirm that you are 18 years of age or older, and agree to adhere to the terms and conditions specified herein.

Governing Laws

This Agreement shall be deemed to have been executed in Wayne County, Michigan. All questions of interpretation and enforcement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Dispute Resolution

You must raise any claims related to the use of the Nexpress® or Agency services, charges, or deductions from your account within 60 days of the disputed transaction. Claims not filed within this 60-day period will be considered null and void, and you will waive any rights to dispute such claims.

Limitation of Liability

Except as otherwise provided in this agreement, DWT shall have no obligation or liability with respect to the use or performance of your Nexpress® Windshield Tag or Account. You understand and agree to hold harmless from and against all damage, loss, cost, expense, or liability relating to, arising from, or because of the use or performance of your Windshield Tag or account. This provision applies even if such damage, loss, cost, or expense is attributable to the negligence or other fault of DWT. This includes, without limitation, lost profits, business interruption, damage to equipment, computer systems or programs, information systems, or the loss of any information or data. Your sole and exclusive remedy from DWT relating to the use or performance of your Windshield Tag will be the replacement of any defective Windshield tag. DWT has not made, and it expressly disclaims, any representation or warranty, expressed or implied, relating to your windshield tag, account, and/or online services.

Indemnification

You agree to indemnify and hold harmless DWT and any participating Agency from all damage, loss, cost, expense, or liability arising from the misuse or unauthorized use of the Nexpress® Windshield Tag. DWT disclaims any representation or warranty, express or implied, related to the Nexpress® Windshield Tag, including, but not limited to, any implied or express warranty of fitness for a particular purpose or conformity to models or samples.

Severability

The invalidity of any term or terms of this Agreement shall not affect the validity of any other term, which shall remain in full force and effect.

Violations of the Terms of Service

Failure to adhere to any of the terms and conditions outlined in this agreement may result in the termination of your Account. DWT reserves the right to deactivate any Windshield Tag issued under this agreement if these terms are not followed. Trips made through a toll plaza with a deactivated Windshield Tag, or without paying the appropriate toll, will incur charges for the applicable tolls. Additionally, if a Windshield Tag intended for passenger vehicles is used on a commercial vehicle, you may be subject to additional audit and recovery fees of up to \$30.00 per transaction. DWT also reserves the right to report delinquent accounts to courts of jurisdiction or authorized credit bureaus.

Privacy Policy

The DWT Privacy policy can be found at americanroads.com/Privacy.aspx.

Transmission of Personal Data

The Nexpress® Account User acknowledges and agrees that by providing DWT with any personal or proprietary user information, user consents to the transmission of such personal or proprietary user information over international borders as necessary for processing in accordance with DWT's business practices.

Terms of Service Updates

DWT reserves the right to change, delete, limit, or modify any terms of this Agreement at any time. Any changes, modifications, or alterations will be posted in the Terms of Service section of the DWT Nexpress® website and DWT Mobile and will be effective immediately upon posting.

Upcoming Information

In the near future, Canadian-deposit Nexpress® accounts will be transferred to Windsor Detroit Borderlink Limited ("WDBL"), the Canadian-side operating entity. After this transfer occurs, WDBL will host and manage those accounts under its own terms, conditions, and privacy policy. DWT will continue to host Nexpress® accounts under the existing Nexpress® terms.

Although the two agencies will maintain their accounts separately, all Nexpress® accounts—whether hosted by DWT or WDBL—will continue to operate seamlessly on both sides of the tunnel under the Nexpress® program.

Contact Information

Nexpress® Customer Service
Detroit Windsor Tunnel LLC
100 E. Jefferson Ave.
Detroit, MI 48226

US: 313 567 4422 ext. 200/266 | Canada: 519 258 7424 ext. 200/266

Fax: 313-567 2565

Email: nexpresshelpdesk@dwtunnel.com

Web: www.dwtunnel.com