

NEXPRESS® TERMS OF SERVICE AGREEMENT

Effective Date: April 8, 2026

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 these 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.

Mobile Application and Technology Use

You agree not to copy, decompile, reverse engineer, disassemble, attempt to derive source code from, modify, or create derivative works of any DWT mobile application, website, software, or related technology. You further agree that neither you nor any vehicle operator associated with your Account will use any DWT mobile application or website while operating a vehicle. DWT is not responsible for any costs, charges, or liabilities associated with your mobile carrier, internet provider, personal device, or interruption of such services.

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 these 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.

During any system outage or service interruption, users may be required to pay the posted, non-discounted toll rate, and any account-based discounts, reduced rates, or program benefits may not be available until service is restored. In such cases, Users must submit applicable receipts to Customer Service for review within thirty (30) days of the date of the charge. Any account credits or adjustments are subject to review and approval, in the sole discretion of DWT.

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 an account matter that needs to be resolved. The user should log in 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.

Failure to comply with posted speed limits, lane controls, toll payment procedures, or other operating instructions may result in account suspension, deactivation of Windshield Tags, denial of program discounts, or other enforcement actions as determined by DWT.

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 properly install a Windshield Tag, or the presence of multiple Windshield Tags within a vehicle, may result in the suspension or deactivation of services and/or multiple or duplicate toll charges. In such cases, all resulting charges, including any tolls paid at the non-discounted rate (including those paid by credit card), are the responsibility of the Customer and will not be eligible for any refund or adjustment.

Number of Windshield Tags

When a Nexpress® Account is created, the account is limited to four (4) Windshield Tags issued at no charge. After each three-year period, the account may receive replacement tags for those original four (4) 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 that is less than 3 years old, as determined by the original date of issuance. 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.

Any failed, declined, interrupted, or incomplete payment made through a self-service kiosk or other unattended payment device may be treated as a Toll Violation and may be billed through your Nexpress® Account, by license plate invoice, or by any other lawful means.

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.

Self-Service Kiosk and Payment Device Use

Use of Self-Service Kiosks

DWT provides self-service kiosks or unattended payment devices (“Kiosks”) at the Detroit toll plaza to allow Users to pay tolls and associated fees using accepted payment methods. By using a Kiosk, you agree to comply with all posted instructions and this Agreement.

Authorization of Payment

Use of a Kiosk to present a credit card, debit card, or other accepted payment method constitutes your authorization for DWT and its payment processors to charge the applicable toll, fees, and any associated charges to the payment method presented. This authorization applies whether the transaction is completed in real time or processed at a later time.

Authorization and Settlement

You acknowledge that:

- A transaction initiated at a Kiosk may result in temporary authorization or hold placed on your payment method;
- The final amount charged may differ from the initial authorization due to toll classification, adjustments, or processing requirements; and
- Transactions may be processed, settled, or adjusted after the time of use, including in cases of offline operation or delayed network communication.
- Transaction, Interchange, Foreign Transaction and Processing fees may be added by your card issuer, issuing bank, card network, or financial institution, and DWT shall not be responsible or liable for any such fees.

Multiple Authorizations and Retries

- You acknowledge that multiple authorization requests may occur as a result of:
- Repeated attempts to complete a transaction,
- Communication delays,
- System retries, or
- User interaction with the Kiosk.

You agree that only the final settled transaction, as determined by DWT's records, will represent the actual toll and fees owed.

Failure or Incomplete Payment

If a payment attempt at a Kiosk is declined, interrupted, or otherwise not successfully completed, you remain responsible for payment of the applicable toll and any associated fees. DWT reserves the right to assess such tolls through your Nexpress® Account, by license plate billing, or by other lawful means, and such transactions may be treated as Toll Violations if payment is not successfully completed.

Receipts and Transaction Records

Receipts may not always be available at Kiosks. You agree that the electronic transaction records maintained by DWT and its payment processors shall constitute the official and controlling record of all Kiosk transactions, regardless of whether a receipt is issued or retained.

System Availability and No Liability

You acknowledge that Kiosks rely on third-party networks, payment processors, and communication systems. DWT shall not be liable for any delay, interruption, failure, or error in processing transactions resulting from:

- Network or communication failures,
- Payment processor outages,
- Equipment malfunction, or
- Other causes beyond DWT's control.

Proper Use and Prohibited Conduct

You agree to use Kiosks only for their intended purpose and in accordance with all posted instructions. You shall not:

- Tamper with, damage, or interfere with any Kiosk;
- Attempt to bypass, circumvent, or defeat any payment process;
- Use any method intended to avoid payment of tolls or fees.

Failure to comply with this section may result in additional fees, account suspension or termination, and/or referral to law enforcement.

Currency and Processing

Where applicable, transactions conducted at Kiosks will be processed in U.S. currency. You acknowledge that your financial institution may apply currency conversion rates or fees, and DWT is not responsible for such charges.

Disputes Related to Kiosk Transactions

Any dispute related to a Kiosk transaction must be submitted in accordance with the Dispute Resolution section of this Agreement. DWT's electronic transaction records shall be used to evaluate and resolve such disputes.

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.

Collections and Escalation

If amounts owed to DWT remain unpaid, DWT may issue written or electronic notice to the User, apply administrative fees, suspend or close the Account, refer the matter to a third-party collections agency, report delinquent accounts where permitted by law, or pursue any other lawful means of recovery. To the extent permitted by law, the User agrees to be responsible for reasonable collection-related costs and fees.

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.

License Plate Compliance

You agree that each vehicle associated with your Account must display a valid, visible, and unobstructed license plate at all times while using any toll facility governed by this Agreement. Failure to maintain accurate, current, visible, and unobstructed plate information may result in Toll Violations, administrative fees, license plate invoices, or other enforcement actions in accordance with applicable law.

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.

All toll rates, replenishment amounts, administrative fees, replacement costs, invoice fees, and other charges applicable to the Nexpress® program are subject to change at any time at DWT's discretion.

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.

Any declined, reversed, or returned payment, including payment by check, credit card, debit card, or other accepted payment method, may be subject to additional fees or administrative charges as determined by DWT.

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:

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| 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 can pay by check. All Nexpress® Accounts must maintain a prepaid toll balance.

Application of Payments

Payments received by DWT may be applied first to outstanding fees, administrative charges, collection costs, or negative balances, and then to prepaid toll balances.

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 that does not meet the minimum renewal amount will not be eligible for Nexpress discounts and will be charged at the Standard In-Lane Rate (No Discounts Applied).

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.

Promotions and Incentive Programs

DWT may, from time to time, offer promotional programs, incentives, discounts, credits, or other benefits (collectively, "Promotions") to Nexpress® Account holders. Participation in any Promotion is subject to the specific terms and conditions established by DWT for that Promotion, which may be modified, limited, or withdrawn at any time.

DWT reserves the right, in its sole and absolute discretion, to modify, suspend, or terminate any Promotion, in whole or in part, at any time and for any reason, with or without prior notice. This includes, without limitation, the right to discontinue any promotional structure, eligibility criteria, or benefit, and to convert any promotional credits, trip-based incentives, or other non-cash benefits into an account balance or other form of value as determined by DWT.

DWT shall not be liable for the discontinuation, modification, or termination of any Promotion, or for any resulting impact on a User's Account, including the expiration, forfeiture, or conversion of promotional benefits. Where applicable, DWT may establish transition procedures or alternative treatments for outstanding promotional balances. Participation in any Promotion does not create any ongoing entitlement or vested right, and all Promotions are offered at DWT's discretion and may be withdrawn at any time.

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