

This is an application to lease a transponder from 407 ETR.

- Save money on every trip by using a transponder.
- You need one transponder for each vehicle you plan to drive on the Highway 407 ETR.

In this application, **you** and **your** refer to the licence plate owner leasing the transponder. **We**, **our** and **us** refer to 407 ETR. **Terms** refer to the terms of this application, the terms in the bills we send you, as well as any notices, policies and other communications we send or refer to you.

Transponder for businesses

- ◆ Complete this form if the licence plate is registered under a business name.

 This application may be completed **online** at 407ETR.com

Important: If outside Ontario, please include proof of plate ownership Where to send your application:

Email it to businesshelp@407etr.com with "Business Transponder Lease" in the subject line

Mail it to 407 ETR 6300 Steeles Ave West, Woodbridge, Ontario L4H 1J1

What you agree to when you sign this application

You accept and agree to follow the Terms and any changes to them. We'll let you know in advance if we change any of these Terms. You agree to all changes when you next drive on the toll highway. The Terms apply to all transponders you lease from us, including any replacement transponders.

How you use the transponder

- We'll register your transponder with the vehicle and licence plate number you give us in this application. You will attach the transponder to that vehicle according to our transponder mounting instructions located at 407etr.com. You must not use your transponder in other vehicles, including rental vehicles. If you do, you will be responsible for all resulting fees, and we may end this lease and ask you to return the transponder.
- If your transponder stops working, return it to us and we'll replace it for free, as long as you've followed the Terms. If we find that you misused or abused the transponder, or it was lost or stolen, you must pay a replacement fee. To replace a missing transponder, you must let us know immediately and provide a copy of a police report. You must also pay all fees and charges for the use of the transponder up to the time you report it missing. **Our responsibility under this lease is limited to replacing a defective, lost or stolen transponder.**

Paying tolls, fees and other charges

- You may be required to pay a security deposit when you submit your application. We will not keep your security deposit in a separate account or hold it in trust for you and it will not earn interest. We may use your security deposit to pay any fees you owe us. When your lease ends we'll return your security deposit, less any fees you owe.
- You must pay all tolls, fees and other charges incurred in connection with your transponder or use of the toll highway. The transponder lease fee is non-refundable even if you don't use the transponder. **If you don't pay, we may charge interest and applicable fees, temporarily or permanently disable all transponders you've leased, commence collection activities and/or legal proceedings, and you may not be able to renew your vehicle permit or get a new one.** If we temporarily disable your transponders, we may reactivate them after receiving full payment. All Terms will remain in force while the transponders are temporarily disabled and if they are reactivated. All tolls, fees and other charges are set out in the Fee Schedule and the Complete Fee Details located at 407etr.com.
- Joint owners of a licence plate are both responsible (separately and together) for paying any amounts owed to us.
- We decide how to allocate your payments to the amounts you owe.
- If you get a bill that includes camera charges, call us within 30 days of the bill date to discuss them with us. If you don't, you're responsible for all applicable charges plus any interest.
- If you choose to pay for your transponder lease monthly but don't use the transponder for 12 months in a row, we may move you to an annual lease payment.

- **Limitation Period: We have up to 15 years from the date of an unpaid bill to take legal action to collect any Highway 407 ETR amounts you owe us.**

How we use your information

- We may collect, use, disclose and retain information about you for the purposes described in our Privacy Policy and in accordance with Canada's *Personal Information Protection and Electronic Documents Act* and Ontario's *Freedom of Information and Protection of Privacy Act*, as applicable. For example, for the purposes of operating and managing the toll highway, **we may contact you about your overdue balance, request a credit investigation or a consumer report about you, or exchange information about you with governmental agencies, credit reporting agencies, collection agencies, or other relevant service providers in Ontario or other jurisdictions. This information may also impact your application.** Please see our Privacy Policy at 407etr.com for more information.

Transferring ownership

- We may transfer ownership of this lease, or our rights under it, to another person or organization without your consent.
- You may not transfer your rights or responsibilities under this lease.

How long this lease lasts

- This lease starts when you sign this application. It continues from month to month until either you or we end it. **Certain Terms, such as those that help us to collect unpaid amounts, will still apply after the lease ends.**
- You can end the lease by giving us written notice and returning all transponders.
- We can end the lease by giving you written notice or asking you to return all transponders to us, our authorized agent, or to a police officer. The transponders must be returned to the address above within 15 days of receiving the notice.
- When the lease ends, you must pay in full all amounts you owe on your accounts. If you're on pre-authorized payment, we may charge your credit card or debit your bank account until all amounts you owe us are paid.
- The laws of Ontario govern the Terms which are to be interpreted by the courts of Ontario.

1 Business information

REGISTERED BUSINESS NAME			OPERATING BUSINESS NAME			
BILLING ADDRESS (NUMBER AND STREET)		UNIT / SUITE NO.	CITY		PROVINCE OR STATE	POSTAL OR ZIP CODE
BUSINESS TELEPHONE () ()	EXT.	FAX NUMBER () ()		EMAIL ADDRESS		
FIRST AUTHORIZED CONTACT (IF ANY) TO HAVE ACCOUNT ACCESS (LAST NAME, FIRST NAME)				SECOND AUTHORIZED CONTACT (IF ANY) TO HAVE ACCOUNT ACCESS (LAST NAME, FIRST NAME)		

2 Licence plate information

NUMBER OF TRANSPONDERS YOU'RE APPLYING FOR

You will be assigned the appropriate transponder based on your vehicle's gross weight. A **LIGHT** vehicle has a gross weight or registered gross weight of 5,000 kg or less (with or without a trailer). A **HEAVY** vehicle has a gross weight or registered gross weight of over 5,000 kg.

TOTAL NUMBER OF TRANSPONDERS REQUESTED	SHIPPING INSTRUCTIONS (IF DIFFERENT THAN SECTION 1)
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Please provide all requested information.

TRANSPONDER #1

LICENCE PLATE NUMBER	PROVINCE OR STATE REGISTERED	VEHICLE MAKE	
VEHICLE MODEL		MODEL YEAR	

TRANSPONDER #2

LICENCE PLATE NUMBER	PROVINCE OR STATE REGISTERED	VEHICLE MAKE	
VEHICLE MODEL		MODEL YEAR	

If you're applying for more than 2 transponders, please attach a sheet with the vehicle and licence plate information (as above) of the other vehicles. If your vehicle is not registered in Ontario, include a copy of your licence plate registration (both sides).

3 Paying for your transponder

For a list of all current fees, refer to the Complete Fee Details located at 407etr.com.

WOULD YOU LIKE TO PAY FOR YOUR TRANSPONDER LEASE MONTHLY, OR ANNUALLY WITH A DISCOUNT? Monthly Annually

WAYS YOU CAN PAY YOUR BILL

You will receive a bill each month. You must either pay upon receipt, or pre-authorize your payment. You can arrange to pre-authorize your payment by visiting 407etr.com. Pre-authorized payments are withdrawn 10 days after your bill date.

4 Please sign here

An authorized signing representative who can bind the business must sign here. By signing below, you acknowledge that you have read, understood and agree to the terms in this application.

AUTHORIZED SIGNING REPRESENTATIVE WHO CAN BIND THE BUSINESS

PRINT NAME (LAST, FIRST)	SIGNATURE	DATE (DD/MM/YY)
	X	

ADDITIONAL AUTHORIZED SIGNING REPRESENTATIVE WHO CAN BIND THE BUSINESS (IF APPLICABLE)

PRINT NAME (LAST, FIRST)	SIGNATURE	DATE (DD/MM/YY)
	X	



Transponder lease and other charges effective February 1, 2019

- For business use transponders, a Security Deposit of \$50.00 per transponder for the first 20 transponders (up to a maximum of \$1,000.00) payable at the commencement of the lease.
- Transponder lease payments may be made on a monthly or annual basis as follows:

Monthly*

- First transponder – \$3.95
- Additional transponder (attached to the account) – \$1.00

Annual*

- First transponder – \$24.50
- Additional transponder (attached to the account) - \$9.95[†]

[†] When there are six months or less remaining to the anniversary date of the Annual Transponder Lease plan for the first transponder, this payment is reduced to \$5.00 for each additional transponder attached to the account.

- A Transponder Replacement Fee of \$50.00 for replacing a transponder in the event that it is misused, abused, lost or stolen, or the transponder is not returned to us.
 - A Returned Payment Fee* of \$35.00 for each returned unpaid payment due, for example, due to insufficient funds.
 - An Enforcement Fee* of \$20.00 for accounts submitted to the Registrar of Motor Vehicles for plate denial in respect of the collection of your account.
 - Effective annual interest rate on overdue accounts is 26.82%.
- All transponder lease and other charges are plus applicable taxes.

* Non-refundable.

** Subject to amendment from time to time.