

Alabama Freedom Pass

Terms and Conditions

Effective March 27, 2020

Terms and Conditions effective March 27, 2020 (Please read before accepting). Terms and conditions are subject to change. Terms and conditions apply to usage of all American Roads Facilities located in Alabama. Your primary facility (Emerald Mountain Expressway, Montgomery Expressway, Tuscaloosa Bypass) is hereinafter referred to as "The Facility".

I am applying for an account with The Facility. I certify I am 19 years old or older and the information provided herein is accurate to the best of my knowledge.

Authorized Users

By accepting these terms, I understand any additional users I authorize under my account will have access to detailed reports concerning the account usage and may request, and receive, a printed report if so desired. I further understand that I am responsible for any and all charges for usage on my account.

Funding Services

I agree to keep my prepaid services funded and understand that I will be liable for any tolls and fees I incur if my balance is insufficient to cover toll usage on my account. I agree to pay any associated service fees before the service(s) expire and understand that if my service(s) expire I will be responsible for paying the toll and fees for any usage incurred before my service is reestablished. Should my account fall into a negative balance I understand that administration fees may be added to the toll due when I receive a mailed notice and that any payment made to my account will be applied to the negative balance until fully paid before being available for prepaid tolls or service fees. I further understand that if the toll due and fees are not paid per the notice's instructions, the full amount may be sent to a third party collections agency. I understand that to open an account at Tuscaloosa Bypass, Montgomery Expressway, or Emerald Mountain Expressway a valid credit card must be associated with my account and will be used to automatically replenish the prepaid toll funds in accordance to company policy. A minimum replenishment balance is required and is subject to change at any time. The account holder acknowledges and accepts these changes.

No Refunds

Once money has been put into my account I understand and accept that no credits or refunds will be issued under any circumstances. If I elect auto renewal of annual fees or prepaid trip funds, I understand that it is my sole responsibility to request in writing or in person at The Facility sales office removal from these auto renewal programs, prior to the next renewal process. Once renewed, no refunds or credits will be issued. I understand that any account at Tuscaloosa Bypass or Montgomery Expressway is subject to the No Refund policy and without a valid credit card will be closed.

Lost or Stolen Cards, Window Stickers, License Plates or Vehicles

It is my responsibility to report lost or stolen card(s)/window sticker(s) or stolen or sold vehicles or license plates associated with my account to The Facility sales office as soon as possible. Any charges made against lost, stolen, or sold vehicles or license plates will be my responsibility until I have notified The Facility sales office.

License Plates

I understand that I must provide and keep current the license plate number and state associated with each service on my account. The Owner or Operator of the vehicle subject to the assessment and collection of a toll by an electronic system shall not pass the toll assessment point with their vehicle license plate either missing or obscured. Invoices sent to the registered owner of the vehicle incurring license plate transactions may include additional administration fees. Tolls and fees left unpaid after license plate invoicing may result in the suspension of the vehicle's registration. All users of a toll facility agree that they are subject to Alabama Act 2017-375.

Accurate Account Information

I agree to keep my account information updated at all times and to provide required documents to validate my service or license plate if requested. This provision includes but is not limited to changes in Name, Address, Phone, Email, and License Plates. I agree to keep any credit card information on file updated with a valid expiration date or to replace the credit card as needed.

Replacement Cards or Window Stickers

I understand that a replacement fee, established by The Facility, will be charged for all lost cards or window stickers.

Declined Payments

I am aware that any payments made by me which are declined by my bank may be subject to a \$30.00 Nonsufficient Funds (NSF) fee.

Speed and Safety

I agree to travel at a speed of not more than the posted 15 mph limit approaching and through the toll plazas to prevent injury and property damage. I understand that failure to observe this speed limit may result in the suspension of any and all account services with the Facility. I agree that I will not make any effort to circumvent the established toll lanes.

Interruption of Services

I understand that the American Roads toll collection system is fully computerized, and in the unlikely event the automatic operation is out of service, I will not be able to use my Alabama Freedom Pass and will have to pay for each crossing until the computer system is back in service. I understand that network service or power outages may affect online management tools, telephones, and mobile applications' ability to operate.

Unused Account

I understand that if my account remains unused for a period of three (3) years or more, it may, at the discretion of The Facility, be closed and that any unused balance on my account is nonrefundable.

Mobile Applications and Websites

These Terms and Conditions are considered a licensing agreement between you and American Roads for any and all mobile applications and websites pertaining to the Alabama facilities. This license may be terminated by you or American Roads at any time. I understand that I may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of modify, or create derivative works of any American Roads mobile application or website, any updates, or any part thereof. I understand that the Facility may collect and use technical data and related information for my device and it may be used in a form that does not identify me. I understand that for mobile applications to work as intended an internet connection is necessary and need not be provided by the Facility. I acknowledge that I am responsible for all costs from my mobile carrier and/or internet service provider. I agree that as the operator of a vehicle, neither I nor the vehicle operator will use any American Roads mobile application or website while the vehicle under my control/on my account is in motion. I agree that all usage of any American Roads mobile application and or/ website is at my own risk and shall not hold American Roads or any Facility liable for any misuse of applicable technologies.

The Facility reserves the rights to change, delete, limit, or modify, at any time, any terms of this agreement without advance notice. Annual membership fees, invoice administration fees, toll rates, card and window sticker rates are subject to change. All pass cards or window stickers, whether issued or not, remain the property of The Facility and, if requested, I agree to promptly surrender them to The Facility sales office. I understand that any notification concerning my account must be made either in writing or in person at The Facility sales office and I further understand that Toll Booth Collectors are not authorized to receive verbal notification or to modify accounts in any way.