TERMS AND CONDITIONS

1. Welcome to MDX Advantage Program

Thank you for your interest in the MDX Advantage Program (the “Advantage”). This pilot program is the Miami-Dade Expressway Authority’s way of expressing appreciation for drivers who frequently use MDX expressways throughout Miami-Dade County. In order to complete your MDX Advantage membership, you will be asked to agree to the following Terms and Conditions.

2. Program Overview & Open Enrollment

Advantage is MDX’s free rewards program. Depending on membership level, MDX Advantage members will receive discounts at participating retailers/merchants, our eNewsletter, a free SunPass® Mini transponder and/or a rebate for members who frequently use the MDX system.

In order to qualify for a rebate payment, you must be enrolled to be a Platinum Level member. In 2015, open enrollment took place from January 5, 2015 to April 30, 2015. There will be no exceptions and those joining Advantage after April 30, 2015, will not be eligible to register for Platinum membership until the 2016 enrollment period. However, enrollment for Gold and Silver membership will be rolling.

You are responsible for maintaining accurate account information at all times, including valid email address information and SunPass® transponder numbers. Members are also responsible for reviewing their SunPass® account balance on a regular basis and to ensure that information is updated regularly. Failure to maintain accurate SunPass® account information will deem you ineligible to receive rebates.

3. Levels of Membership and Benefits

a. Platinum Level Members

Platinum members can earn up to thirty ($30) dollars in rebates per quarter, receive the MDX discount card, and receive our quarterly eNewsletter.

In order to be considered an “eligible Platinum member”, you must satisfy the following criteria:

- Annually register during the Open Enrollment Period and be a SunPass® customer with an account in good standing. Good Standing means a SunPass customer with a valid SunPass® transponder account, no open toll violations and a positive balance.
- Must use an MDX expressways 66 days during any 90-day Rebate Period
- Spend $50 or more on tolls
- Maintain MDX Advantage account information up-to-date
- Complete a Survey
b. Gold Level Members
Gold members receive our MDX discount card and our quarterly eNewsletter. In order to be considered an “eligible gold member” you must satisfy the following criteria:

- Maintain MDX Advantage account information up-to-date
- SunPass® customer with an account in good standing
- Complete a Survey

c. Silver Level Members
Silver members receive a SunPass® Mini transponder and eNewsletter. In order to be considered an “eligible Silver member” you must satisfy the following criteria:

- Maintain MDX Advantage account information up-to-date
- Complete a Survey

Determination of whether or not a member is eligible for a rebate or discount card is at the sole discretion of MDX. MDX is not responsible for errors resulting from failure to maintain a SunPass® account or from errors with the SunPass® system.

3. Advantage Discount Card

The MDX Advantage Discount Card is free. It provides Cardholders with savings and benefits offered by participating retailers and merchant throughout Miami-Dade County.

a. Eligibility

Platinum and Gold level members are eligible to receive an Advantage Discount Card. MDX reserves the right to limit the availability of discount cards and may cancel this promotion at any time without notice.

b. Card Use

1. **In-store**: You must show your Advantage Discount Card at the time you make a purchase at a participating retailer. A merchant has the right to deny a discount if you do not present it at the time of purchase. MDX is not responsible should a participating retailer refuse to honor your discount card.

2. **Online**: The MDX Advantage Discount Card cannot be used to make online purchases.

c. Expiration & Cancellation

Your Card will expire on the date printed on the front of the card. MDX reserves the right to terminate your discount card at any given point in time if we determine that you have violated any provision of this Agreement.

Any use of the MDX Advantage Discount Card, or the associated Cardholder benefits and discounts in a manner that violates the rules or regulations of any participating retailer is prohibited by this Agreement and is grounds for termination of your MDX Advantage membership. MDX reserves the right to cancel your Cardholder rights immediately in the event of such a violation.
d. Merchant Disputes and Liability

MDX is not responsible if a participating retailer changes its discount due to new ownership or acquisition. MDX and participating retailers are independent contractors.

MDX IS NOT LIABLE FOR ANY PRODUCTS OR SERVICES PROVIDED BY OR THROUGH ANY PARTICIPATING RETAILER OF THE DISCOUNT PROGRAM, OR FOR ANY ERROR, OMISSION OR INACCURACY IN ADVERTISING MATERIAL OR FOR ANY LIABILITY RESULTING DIRECTLY OR INDIRECTLY FROM A PRODUCT OR SERVICE PROVIDED BY ANY SPONSOR OR OTHER THIRD PARTY IN CONNECTION WITH THE DISCOUNT CARD.

4. Rebates

Advantage Platinum level members can earn a rebate of up to $30 per quarter by using the MDX system at least 66 days during a rebate period which consists of 90 consecutive days (see below for Rebate periods). Eligibility will begin with the rebate period beginning July 1, 2015. The value of your rebate is determined by how much you spend on tolls during the 90-day rebate period.

<table>
<thead>
<tr>
<th>AMOUNT SPENT IN TOLLS</th>
<th>REBATE RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between $50-$149</td>
<td>$10</td>
</tr>
<tr>
<td>Between $149-$250</td>
<td>$20</td>
</tr>
<tr>
<td>Over $250</td>
<td>$30</td>
</tr>
</tbody>
</table>

It is important to note that the “amount spent and days of use” to determine the Rebate are calculated for each enrolled transponder independently. You may enroll as many valid transponder numbers as you would like, but each transponder must meet the 66 day use requirement independently and incurred a minimum of $50 in tolls the respective rebate period. Individual transponders CANNOT be combined with other transponders to meet the required days traveled or amount spent on tolls.

A rebate period is the 90-day period in which you accrue days towards your rebate. You must accrue 66 days per 90 day Rebate Period to qualify for a rebate. There are (4) 90-day Rebate Periods per fiscal year:

<table>
<thead>
<tr>
<th>REBATE PERIOD</th>
<th>DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>July 1 – September 30</td>
</tr>
<tr>
<td>2</td>
<td>October 1 – December 31</td>
</tr>
<tr>
<td>3</td>
<td>January 1 to March 31</td>
</tr>
<tr>
<td>4</td>
<td>April 1 to June 30</td>
</tr>
</tbody>
</table>

5. Disclaimers and Limitations on Liability

YOU AGREE THAT MDX WILL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING OUT OF A DISPUTE BETWEEN YOU AND ANY PARTICIPATING MERCHANT, AND YOU HEREBY EXPRESSLY WAIVE ANY SUCH CLAIM AGAINST MDX AND ITS MEMBERS, OFFICERS, DIRECTORS, BOND HOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES.
MDX DOES NOT MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING ANY GOODS OR SERVICES OFFERED OR PROVIDED BY AFFILIATE MERCHANTS OR SUPPLIERS IN CONJUNCTION WITH THE ADVANTAGE PROGRAM.

IN NO EVENT SHALL MDX BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH THE ADVANTAGE PROGRAM; ANY ACT OR OMISSION BY MDX IN ADMINISTERING THE ADVANTAGE PROGRAM; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS, EVEN IF MDX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. TERMINATION AND MODIFICATION

MDX reserves the right to terminate the Advantage program at any time with thirty (30) day notice. Notification of Program termination will be sent to the email address provided to MDX during the registration process. MDX will not be responsible for failing to notify you of Program termination where such failure is caused by an inaccurate email address, your failure to check email online, or your failure to inform MDX of a change in your email address by properly maintaining your Advantage account information.

You may cancel your account at any time by contacting customer service using the customer support mdxadvantage@mdxway.com on the web site. Immediately upon cancellation, your account will be closed. YOU UNDERSTAND AND AGREE THAT UPON CLOSING YOUR ACCOUNT, YOUR RIGHT TO PARTICIPATE WILL CEASE AND ALL REBATES IN YOUR ACCOUNT AT SUCH TIME, HOWEVER AND WHENEVER ACCUMULATED, WILL BE FORFEITED.

MDX reserves the right to modify this Agreement from time to time, with or without notice. If there is a modification to the Program, we will endeavor to notify you; however, we will not be responsible if you do not learn of the modification. Continued participation in the Advantage Program after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check http://mdxway.com/advantage of the MDX Web site regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the Advantage Program.

Membership in the Advantage Program is subject to the Advantage Program Terms and Conditions. Any failure to comply with the Advantage Program Terms and Conditions, any fraud or abuse, or any misrepresentation of any information furnished to MDX by you or anyone acting on your behalf may result in the termination of your account and the forfeiture of all Rebates.

10. DISPUTE RESOLUTION

All questions or disputes regarding the Advantage Program, including without limitation, questions or disputes regarding eligibility for the Advantage Program, or the eligibility of rebates for accrual or redemption, must be submitted in writing within 30 days of a 90-day period if you believe there has been a failure or error in the rebate award to MDX by contacting customer service using the customer support mdxadvantage@mdxway.com on the web site. Any such
disputes shall be resolved by MDX at its sole discretion. All interpretations of Advantage Program Terms and Conditions shall be at the sole discretion of MDX.

11. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law rules. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. MDX’s failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency relationship between MDX and the Affiliate Merchants or between you and MDX. This Agreement constitutes the entire agreement between the Member and MDX with respect to the Program.

12. Privacy

We respect the privacy of all Advantage account holders. We DO NOT sell customer list to any third party, but all information submitted may be open to public records request as outlined in Florida Statues chapter 119.07.

13. For More Information

If you have any additional questions e-mail MDX at mdxadvantage@mdxway.com or call 786-433-4103, Monday through Friday from 9:00 a.m. to 5:00 p.m.