

CALIFORNIA ROAD CHARGE COLLECTION PILOT

Participant Agreement

- 1. Participation:** I am participating in the California Road Charge Collection Pilot (“Pilot”), a research project operated by the California Department of Transportation (“Caltrans”) and its designees to meet the requirement of Senate Bill 339 (2021) to implement a pilot to identify and evaluate issues related to the collection of revenue for a road charge program. Caltrans and its contractor AECOM, together with AECOM’s subcontractors Transurban and Horrocks, are herein referred to as the “Pilot Team”.

I agree to participate in the Pilot and pay the road charge tax on the miles that I drive. I understand that I will receive a fuel tax credit or prorated registration fee at the end of the pilot for miles that I paid for in road charges (per Section 4 of this agreement). I acknowledge that more information on the Pilot can be found at: <https://caroadcharge.com/>

I will be assigned to Transurban by the Pilot Team to manage my participant account, collect needed travel data, assess road charges, and collect payment. I will select a Mileage Reporting Option to support the collection of needed travel data.

I will participate for the duration of the Pilot, unless terminated earlier by the Pilot Team. The Pilot Team reserves the right to terminate my participation in the Pilot if I:

- Do not agree to the Participant Agreement and Privacy Policy
- Do not agree to any additional terms and conditions presented by Transurban as required to participate in the Pilot using the Transurban system
- Do not complete the enrollment process and activate my selected mileage reporting option
- Tamper with the mileage reporting option
- Intentionally report false mileage data or other required information.
- Do not pay the road charge taxes assessed on the miles that I drive

- 2. Enrollment:** I will receive and follow the instructions provided by the Pilot Team and Transurban for completing the enrollment and onboarding process.

- 3. Reporting and Account Management:** I am responsible for establishing my Pilot account, enrolling with Transurban (as directed by the Pilot Team), downloading any necessary applications (apps) or installing necessary hardware, and activating any required participant accounts within one (1) week of receiving my Pilot enrollment and onboarding instructions.

I am responsible for notifying the Pilot Team of any issues that may affect my participation in the Pilot.

Plug-In Device Reporting: I understand that geolocation data related to my participant vehicle’s driving travel will be captured if I select the mileage reporting option for a plug-in device with geolocation data that is installed and active in the vehicle. Geolocation data can be captured for the purpose of differentiating between public and non-public roadways within the State of California, as well as differentiating when the vehicle travels outside the State of California and performing other analyses.

I will install and activate the plug-in device shipped to me for my participating vehicle, following instructions provided by the Pilot Team, and will keep the plug-in device installed and active in my participating vehicle for the duration of the Pilot. If I must remove the plug-in device from my vehicle for any reason, such as for vehicle maintenance and repairs, I will promptly reinstall and activate the plug-in device when it is safe to do so.

I understand that the plug-in device I will be provided is manufactured to be compliant with the vehicle on-board diagnostic port (OBD-II) standards, however, I agree that the State of California, Caltrans, and the Pilot Team, individually and collectively, shall not be liable for any vehicle damage, property damage or bodily injury, arising out of or resulting from the device having been plugged into my vehicle.

Telematics Reporting: If I am reporting miles through vehicle telematics, I will keep my connected vehicle account active and provide access to my connected vehicle account for the duration of the Pilot.

Manual Reporting: If I am reporting miles manually, then I will enter the odometer value and/or upload a photograph of my vehicle dashboard to the Transurban web link each month for the duration of the Pilot.

- 4. Statements and Payments:** I will receive monthly statements of my road charge owed. I am responsible for making road charge payments within one (1) week of receiving notice of the monthly billing. I will follow instructions from Transurban to complete payment of my road charge. I am responsible for paying for any services needed to participate in and complete the Pilot, such as cellular or internet services to access my Pilot account and any services required to maintain an operating vehicle to participate in the Pilot. I acknowledge that I will not be reimbursed for these services by the Pilot Team.

After completion of the Pilot, I understand that I will receive a credit for the estimated state fuel tax on the gallons of gasoline or diesel that were used to drive the miles that I paid in road charges. If I drove an electric vehicle, model year 2020 or later, then I understand that I will receive a pro-rated refund of the electric vehicle annual registration fee (Road Improvement Fee).

- 5. Participation Incentives:** I understand that I may receive incentive payments for completing certain pilot participation activities through the duration of the Pilot, up to a total incentive amount of \$400.00 paid via digital or physical gift cards (in US Dollars). Instructions for completing each eligible incentive activity will be provided to me, and it will be up to me to complete the described activity to earn the associated incentive dollar amount. Completed incentive activities are associated with a specific dollar amount, and incentive payments will be made twice: a distribution at the end of month 2 (Payout #1) of the Pilot and a distribution at the end of the Pilot (Payout #2). The table below details the pilot participation activities eligible for incentives and their associated payout amount:

Eligible Activity	Milestone										
	Onboarding	Active Pilot							Closeout		
	Jun '24	Jul '24	Aug '24	Payout #1	Sept '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Payout #2
Successfully complete enrollment (including mileage reporting option installation)			\$50	\$50							
Complete Initial Participant Survey			\$50	\$50							
Pay monthly Road Charge payments					\$30	\$30	\$30	\$30	\$30	\$30	\$180
Complete Final Participant Survey										\$100	\$100
Close Pilot account and mail back OBD-II Device (if applicable)										\$20	\$20
Total Possible Per Payout				Up to \$100							Up to \$300

I understand that employees of the California State Transportation Agency (CalSTA) or their subsidiary departments, or California elected officials, are not eligible to receive any Pilot incentives. This includes employees of the Pilot Team prime and subcontractor organizations. CalSTA departments are listed here: <https://calsta.ca.gov/departments>.

The Pilot Team will coordinate with me during the Pilot to determine if I am eligible to receive Pilot incentives, and to provide paid incentives to me via electronic gift cards emailed or mailed to the address on file for my Pilot account.

Pilot incentives paid for participating in the California Road Charge Collection Pilot could be considered taxable by the Internal Revenue Service. However, a 1099-MISC form will not be generated as the total amount is below the \$600 threshold. Please consult your own tax and legal advisors for advice appropriate for your specific tax situation.

- 6. Opinion Research:** Over the course of the pilot, I will be asked by the Pilot Team to participate in two (2) participant surveys. I will notify the Pilot Team members of any issues or conditions that may limit my participation in these surveys. Participation may include, but it is not limited to, providing opinions on road charge pilot services, providing opinions on road charge, assessing the performance of the Pilot business partner and customer service entity (Transurban), and providing unbiased feedback to Pilot Team members or their designees as to my participation in the California Road Charge Collection Pilot.
- 7. Account Closure:** Upon completion of the Pilot, I will deactivate my participant account, and also return all Pilot hardware, and close all Pilot accounts in accordance with the terms of this Agreement. I will receive a pre-paid envelope to return the plug-in device if I chose this mileage reporting option. I will complete these activities no more than one month after the end of the Pilot.
- 8. Privacy and Protection of My Information:** The use of my personally identifiable information is subject to and covered by the Pilot Participant Privacy Policy. The Pilot Participant Privacy Policy includes a description of how my data may be used. A copy of the Pilot Participant Privacy Policy will be provided to me with this Participant Agreement. I may also obtain a copy of the Privacy Policy for the California Road Charge Collection Pilot at any time by submitting a request to the Pilot Team at info@caroadcharge.com.
- 9. Data Breach:** I agree that Caltrans will not be liable to me for any damages or injuries as a result of a data breach that includes any data provided to the Pilot Team by me for, or related to, my participation in the Pilot.
- 10. Copy of this Agreement:** I may obtain a copy of this Participant Agreement at any time by submitting a request to the Pilot Team at info@caroadcharge.com.