



# HOV ACCOUNT TERMS AND CONDITIONS

November 2018

These terms and conditions, together with the signed application (APPLICATION), constitute an AGREEMENT between you and the North Carolina Turnpike Authority (AUTHORITY) relating to the use of the NC Quick Pass. Subject to this AGREEMENT, you may receive a discount of 100% of the applicable toll rate for travel in the I-77 Express Lanes if your vehicle is equipped with an NC Quick Pass and your vehicle has three or more persons as occupants. Please read these terms and conditions and keep them for your records. When you open your NC Quick Pass (ACCOUNT) and use the NC Quick Pass Transponder (TRANSPONDER), you are agreeing to the following:

## 1 General Information

- a) Failure to comply with this AGREEMENT may result in suspension, penalties or termination of your ACCOUNT.
- b) Tolls incurred in the I-77 Express Lanes may be disputed by completing a toll dispute form. The NC toll dispute form can be requested from the NC Quick Pass Customer Service Center (CSC) or online at the NC Quick Pass website. The dispute form must be received within 30 days of the initial transaction invoice date or the customer waives their right to a dispute.
- c) The obligations or benefits of this AGREEMENT cannot be assigned to anyone else.
- d) You are responsible for maintaining and monitoring your ACCOUNT. The easiest and quickest way to maintain your ACCOUNT is through the NC Quick Pass website at [www.ncquickpass.com](http://www.ncquickpass.com).
- e) Compliance with all applicable traffic laws, regulations, signs, signals and directions of AUTHORITY employees, agents and law enforcement officers in the I-77 Express Lanes is mandatory.
- f) It is your responsibility to keep ACCOUNT information current at all times. Updates can be made online, by phone, or in person at an NC Quick Pass CSC. Failure to maintain your ACCOUNT with current information may result in toll charges or fees.
- g) The AUTHORITY may deny any APPLICATION at any time because of outstanding unpaid tolls and fees or the submission of false information.
- h) The CSC will communicate with you based on the type of communication you selected on your APPLICATION (mail or e-mail). You agree that correspondence sent via the selected communication method or to an address subsequently provided to the AUTHORITY constitutes official notice to you regarding your account.
- i) You acknowledge and understand that you and your vehicle may be videotaped and/or digitally photographed while you are traveling in the I-77 Express Lanes. You expressly understand that the AUTHORITY monitors the use of the TRANSPONDER for the purpose of traffic monitoring and detecting violations of this AGREEMENT.
- j) The AUTHORITY reserves the right to change the terms and conditions of this AGREEMENT at any time by providing advance notice to you. It is your responsibility to review the terms and conditions regularly. Your continued use of your ACCOUNT in the I-77 Express Lanes following notification of change to the terms and conditions of this AGREEMENT after the effective date constitutes an acceptance of the revised terms and conditions. If you do not agree to any changes, your sole and exclusive remedy is to terminate the ACCOUNT. The invalidity of any terms and conditions of this AGREEMENT shall not affect the enforceability of any other terms and conditions of this AGREEMENT, which shall remain in full force and effect.

## 2 Account Information

- a) Your ACCOUNT is only valid for travel in the I-77 Express Lanes in North Carolina at a 100 % discount of the applicable toll when:
  - I. The High Occupancy Vehicle (HOV) requirement has been met, defined as three or more occupants in the vehicle, and
  - II. You have declared your vehicle as HOV status through the AUTHORITY's mobile application/website at least 15 minutes prior to travel.
- b) If you have not declared HOV status through the AUTHORITY's mobile application/website at least 15 minutes prior to travel in the I-77 Express Lanes, you will be invoiced through the Bill by Mail program at the Bill by Mail rate. Such charges will not be subject to refund to the customer.
- c) Your ACCOUNT consists of a TRANSPONDER. No prepaid balance is required to open your ACCOUNT.
- d) Your ACCOUNT information will not be disclosed to third parties without your consent except as permissible by North Carolina law.

- e) Only one (1) TRANSPONDER and one (1) vehicle may be assigned to your ACCOUNT. The vehicle listed on the ACCOUNT must be a Class 1, 2-axle vehicle.
- f) Any tolls incurred on NC toll facilities will be invoiced to you through the Bill by Mail program at the Bill by Mail rate (refer to the NC Quick Pass website at [www.ncquickpass.com](http://www.ncquickpass.com) for Bill by Mail toll rates).
- g) You are not permitted to open new ACCOUNTS until all unpaid balances on an existing ACCOUNT are fully paid and all Bill by Mail invoices are paid in full, if applicable.

## 3 Using the Transponder

- a) You are required to obtain and use only one (1) TRANSPONDER for the vehicle listed by license plate specified on your ACCOUNT.
- b) The TRANSPONDER becomes your property and responsibility.
- c) The TRANSPONDER must be properly affixed to your vehicle based on the instructions provided when you received your TRANSPONDER. Only one (1) TRANSPONDER can be mounted in a vehicle at any given time. Failure to mount the TRANSPONDER correctly may subject you to fees and/or toll charges.
- d) If your TRANSPONDER is not read at the toll zone, your license plate will be photographed to identify your ACCOUNT. Transactions will be posted to your ACCOUNT via license plate identification. If more than 15% of your tolls are posted via license plate identification on a monthly basis, your TRANSPONDER is potentially defective and the AUTHORITY requests that you bring it to the CSC for inspection. The AUTHORITY reserves the right to terminate this AGREEMENT and close any ACCOUNT in excess of 15% of postings via license plate identification per month.
- e) Incorrect use of the NC Quick Pass may result in a removal of the 100% discount, enforcement by law enforcement, and/or fees and charges.

## 4 Transponder Return/Exchange

- a) Your TRANSPONDER may be returned or exchanged only if the transponder has not been affixed to the vehicle. Once the sticker has been affixed to the vehicle, it is not returnable or exchangeable.

## 5 Lost/Stolen Transponder, or Sold Vehicle

- a) If your TRANSPONDER is lost, if you sell the vehicle that is registered to your ACCOUNT, or if your TRANSPONDER, and/or vehicle are stolen, you must notify the CSC immediately. Your TRANSPONDER will be deactivated immediately following notification to the CSC.
- b) You will not be liable for unauthorized use, including incurred tolls, fees, and/or charges, which occur after you notify the CSC of loss or theft.
- c) You will be liable for any incurred tolls, fees, and/or charges which occurred prior to the notification of loss or theft.
- d) You are responsible for obtaining a new TRANSPONDER.

## 6 Damaged or Defective Transponder Warranty

- a) If your TRANSPONDER is damaged or defective, you must notify the CSC immediately.
- b) Each TRANSPONDER has a two-year warranty from the date it is obtained by you.
- c) If the AUTHORITY determines that a TRANSPONDER is defective, malfunctioning or damaged during the two-year period, it will be replaced at no cost to you. The two-year warranty for the new TRANSPONDER begins from the date it is replaced.



## 7 Account Statements

- a) Monthly statements are available free of charge online. You may request automatic monthly e-mail statements.
- b) ACCOUNT statements are available to be mailed to you upon request.

## 8 Schedule of Fees

- a) There are no fees associated with the HOV Account. However, failure to properly declare your vehicle as HOV will result in you being invoiced through the Bill by Mail program at the Bill by Mail rate. Nonpayment of Bill by Mail invoices within the required time may result in fees and penalties, referral to a collection agency, and a hold being placed on your vehicle registration with the Division of Motor Vehicles.
- b) All fees are subject to change at any time during this AGREEMENT.
- c) The AUTHORITY reserves the right to assess additional fees at any time upon notification to you.

## 9 Termination of Agreement

- a) You may terminate this AGREEMENT and close your ACCOUNT at any time by notifying the CSC and paying all outstanding charges and fees (if applicable). You can request closure of your ACCOUNT through the mail, e-mail or online. Once the request to close your ACCOUNT is received by the CSC, your TRANSPONDER(s) will be deactivated within one (1) business day of notification.
- b) The AUTHORITY may terminate this AGREEMENT at any time and for any reason, including inactivity or excessive license plate identification transactions.

## 10 Collection of Expenses

You are responsible for all costs, including attorneys' fees incurred by the AUTHORITY to enforce the terms of this AGREEMENT and collect any monies due under the terms of the AGREEMENT.

## 11 Governing Law

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue shall lie in Wake County, North Carolina.

## 12 Disclaimer

- a) To the extent permitted by law, the AUTHORITY disclaims any representation of warranty, expressed or implied, relating to the TRANSPONDER. The AUTHORITY is not liable for any third-party act taken by reason of your use or display of the TRANSPONDER. You agree to indemnify the AUTHORITY and hold it harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the TRANSPONDER.
- b) You agree to indemnify other toll facilities that accept the TRANSPONDER against all damage, loss, cost, expense, or liability that relates to the misuse or unauthorized use of your TRANSPONDER.

## 13 Inquiries and Contact Information

- a) Web inquiries can be accessed at: [www.ncquickpass.com](http://www.ncquickpass.com)
- b) All correspondence should be sent to:
  - NC Quick Pass Customer Service Center
  - 200 Sorrell Grove Church Road, Suite A
  - Morrisville, NC 27560
- c) Telephone inquiries can be made to: 1-877-7MY-PASS (1-877-769-7277)
- d) Fax inquiries can be made to: 1-919-388-3279