



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 establishment of a First Responder account (ACCOUNT) and the use of an NC Quick Pass transponder (TRANSPONDER). Subject to this AGREEMENT, you may use the vehicles registered on the ACCOUNT ONLY on North Carolina toll facilities. Please read these terms and conditions and keep them for your records. When you open your ACCOUNT and use the TRANSPONDER on a North Carolina toll facility, 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) Your ACCOUNT is only valid in North Carolina.
- c) Compliance with all applicable traffic laws, regulations, signs, signals and directions of AUTHORITY employees, agents and law enforcement officers on North Carolina toll facilities is mandatory.
- d) It is your responsibility to keep ACCOUNT information and vehicles current at all times. Updates must be made by submitting changes via email to the NC Quick Pass Fleet Specialist. First Responder account holders will not have access to make changes to their account via the website. Failure to maintain your ACCOUNT with current information may result in receiving a Bill by Mail invoice.
- e) All vehicles listed on this ACCOUNT must be officially registered to your agency by the Division of Motor Vehicles. Any vehicles listed on this ACCOUNT that are not officially registered to your agency will be subject to immediate removal. This occurrence may also subject your ACCOUNT for suspension or permanent closure.
- f) The AUTHORITY may deny any APPLICATION at any time because of noncompliance with these terms and conditions or the submission of false information.
- g) The Customer Service Fleet Specialist will communicate with you through email. You agree that correspondence sent via the email address subsequently provided to the AUTHORITY constitutes official notice to you regarding your ACCOUNT.
- h) You acknowledge and understand that you and your vehicle may be videotaped and/or digitally photographed while you are on AUTHORITY toll facilities.
- i) 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 North Carolina toll facilities 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.
- j) 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 consists of TRANSPONDERS and registered vehicle(s) that will use the ACCOUNT.
- b) Your ACCOUNT information will not be disclosed to third parties without your consent except as permissible by North Carolina law.
- c) Your ACCOUNT can have an unlimited number of TRANSPONDERS and vehicles assigned to it. However, all vehicles registered to this ACCOUNT must be officially licensed to your agency. (Please refer to Section 1- General Information, Item (e).)
- d) An ACCOUNT with no toll transactions for a period of twelve (12) consecutive months will be closed automatically.

3 Using the Transponder

- a) You are required to install a TRANSPONDER for each vehicle listed on the ACCOUNT. Each ACCOUNT may only have as many TRANSPONDERS as the number of vehicles listed on the ACCOUNT. You may use the TRANSPONDERS only on the vehicles 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. Only one (1) TRANSPONDER can be mounted in a vehicle at any given time. Failure to mount the TRANSPONDER correctly may result in receiving a Bill by Mail invoice.

4 Transponder Return/Exchange

- a) TRANSPONDERS may be returned or exchanged only if the TRANSPONDER has not been affixed to the vehicle. Once the TRANSPONDER 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 a vehicle that is registered to your ACCOUNT, or if your TRANSPONDER, and/or vehicle are stolen, you must notify the NC Quick Pass Customer Service Center (CSC) immediately. Your TRANSPONDER will be deactivated immediately following notification to the CSC.
- b) You will not be liable for unauthorized use which occur after you notify the CSC of loss or theft.

6 Account Statements

- a) Monthly statements will be automatically emailed to the email address on file. The toll rate on the statement will reflect a \$0.00 charge.

7 Termination of Agreement

- a) You may terminate this AGREEMENT and close your ACCOUNT at any time by notifying the CSC in writing. You can request closure of your ACCOUNT through the mail or email. 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.

8 Collection of Expenses

- a) 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.

9 Governing Law

- a) 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.

10 Inquiries and Contact Information

- a) Web inquiries can be accessed at: www.ncquickpass.com
- b) All correspondence should be sent to:
NC Quick Pass Customer Service Center
Attn: NC Quick Pass Fleet Specialist
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