



# TERMS AND CONDITIONS

January 2019

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 use the NC Quick Pass on all North Carolina toll facilities and all participating agencies toll facilities. 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) Failure to pay charges to your ACCOUNT may result in additional fees, civil penalties, suspension of motor vehicle registration renewal and/or termination of your ACCOUNT, as provided under North Carolina law.
- c) Tolls on NC and participating toll facilities 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. This dispute must be received within 30 days of the initial transaction invoice date or the customer waives their right to a dispute.
- d) The obligations or benefits of this AGREEMENT cannot be assigned to anyone else.
- e) You are responsible for maintaining your ACCOUNT, for monitoring your ACCOUNT and balance activity to avoid incurring additional fees and civil penalties. The easiest and quickest way to maintain your ACCOUNT is through the NC Quick Pass website at [www.ncquickpass.com](http://www.ncquickpass.com).
- f) Compliance with all applicable traffic laws, regulations, signs, signals and directions of AUTHORITY employees, agents and law enforcement officers on North Carolina and all participating toll facilities is mandatory.
- g) It is your responsibility to keep ACCOUNT information current at all times. Updates can be made online, by phone, or in person at the NC Quick Pass CSC. Failure to maintain your ACCOUNT with current information may result in additional fees.
- h) The AUTHORITY may deny any APPLICATION at any time because of outstanding unpaid tolls and fees or the submission of false information.
- i) 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.
- j) You acknowledge and understand that you and your vehicle may be videotaped and/or digitally photographed while you are on AUTHORITY and all participating toll facilities. You expressly understand that the AUTHORITY and other toll facilities monitor the use of the TRANSPONDER for the purpose of toll collection, traffic monitoring and detecting violations of this AGREEMENT.
- k) The AUTHORITY has entered into reciprocal agreements with participating agencies. If your transponder(s) is used at any participating toll facility, or other facility accepting electronic toll collection as a payment mechanism, you agree that all costs incurred in connection with the use of the transponder(s) will be charged to your account in the manner that you have authorized in your NC Quick Pass application and that you are responsible for all charges.
- l) The AUTHORITY reserves the right to change the terms and conditions of this AGREEMENT at any time by providing advance notice to you. Advance notice is not required to be in writing and may be given through any means, including, but not limited to, advertising such notice in the media, posting such notice on message boards along AUTHORITY toll roadways, or otherwise determined by the Authority. You agree to the new terms and conditions when you use the TRANSPONDER after the effective date of the new terms and conditions.
- m) 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 a TRANSPONDER and a prepaid account deposit/balance.
- b) Your ACCOUNT information will not be disclosed to third parties without your consent except as permissible by North Carolina law.
- c) A Personal ACCOUNT can have no more than five (5) TRANSPONDERS/vehicles assigned to it.
- d) ACCOUNTS with six (6) or more TRANSPONDERS/vehicles are considered Business ACCOUNTS.
- e) No interest will be paid to you on balances in your ACCOUNT.
- f) Applicable tolls will be deducted from your ACCOUNT each time the TRANSPONDER is used on a NC toll facility or any participating toll facility. The AUTHORITY may also deduct from your ACCOUNT any applicable fees. For current toll rates on NC toll facilities visit the NC Quick Pass website at [www.ncquickpass.com](http://www.ncquickpass.com).
- g) An ACCOUNT with no toll transactions on any toll road for a period of twenty-four (24) consecutive months will be charged one dollar (\$1.00)

monthly maintenance fee until the ACCOUNT balance is depleted or until the ACCOUNT is closed. If the ACCOUNT balance is below one dollar (\$1.00), or when it reaches a zero balance, the ACCOUNT will be closed and all TRANSPONDERS will be deactivated by the AUTHORITY. You will be notified of the ACCOUNT closure in writing through mail or e-mail.

- h) ACCOUNTS that reach a balance of negative ten dollars (\$10.00) will be suspended and TRANSPONDERS deactivated. Any subsequent tolls will be invoiced to you 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), including the unpaid negative balance, until your ACCOUNT is made current. You will receive notification of the suspension through your selected communication method (mail or e-mail).
- i) 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 purchase 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 price of the TRANSPONDER will vary depending on the type of TRANSPONDER selected. The TRANSPONDER becomes your property and responsibility. The TRANSPONDER must be purchased at the current price plus sales tax.
- c) Refer to the NC Quick Pass website at [www.ncquickpass.com](http://www.ncquickpass.com) for TRANSPONDER descriptions and current pricing.
- d) The TRANSPONDER must be properly affixed to your vehicle based on the instructions provided when purchasing your TRANSPONDER. Only one (1) TRANSPONDER can be mounted in a vehicle at any given time. Failure to mount the TRANSPONDER correctly may hinder toll collection and may subject you to a fee and/or a higher toll rate.
- e) If your TRANSPONDER is not read at the toll zone, your license plate will be photographed to identify your ACCOUNT. Toll charges 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, you will be notified in writing by mail or e-mail that your TRANSPONDER is potentially defective and request that you bring it to the CSC for inspection. Any ACCOUNT in excess of 15% of postings via license plate identification per month will be charged a fee of five dollars (\$5.00) for each month this occurs.

## 4 Transponder Return/Exchange

- a) Transponders may be returned to the CSC (in person or via mail) with a written request including the account number within three (3) business days of purchase for a full refund. For transponders purchased on the web, the customer has three (3) business days from post mark of the received tag kit to return the transponder. If returning a transponder via mail, the post mark date must be within the three (3) business day requirement. Proof of purchase (receipt) with the written request must be included with the return of the transponder. Transponder must be in same condition as when purchased. All refunds will be in the form of a credit to the account. If the account is closed the refund will be issued as part of the normal refund process.
- b) Transponders may be exchanged at the CSC (in person) for another type of transponder within five (5) business days of purchase. The difference in transponder cost will be determined at the time of the exchange. Credits or additional payment must take place at the time of the exchange.
- c) Sticker transponders 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 a 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 AUTHORITY of loss or theft.
- c) You will be liable for any incurred tolls, fees, and/or charges which occurred prior to notification of loss or theft.
- d) You are responsible for purchasing new TRANSPONDERS at the current TRANSPONDER price plus sales tax.

## 6 Damaged or Defective Transponder Warranty

- If your TRANSPONDER is damaged or defective, you must notify the CSC immediately.
- Each TRANSPONDER has a two-year warranty from the date it is purchased by you.
- If the AUTHORITY determines that a TRANSPONDER is defective/malfunctioning 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.
- A damaged TRANSPONDER is not covered under the two-year warranty. Therefore you are responsible for purchasing a new replacement TRANSPONDER. Damage is defined as the rendering of the TRANSPONDER inoperable due to tampering, abuse, improper use, defacement or destruction, whether accidental or intentional.

## 7 Account Payments and Replenishment

- All ACCOUNTS are prepaid and an ACCOUNT holder must maintain sufficient funds to cover tolls and charges incurred by the use of the TRANSPONDER. Each time a TRANSPONDER is accepted as a method of payment at a toll lane or the ACCOUNT incurs a fee, the applicable amount will be deducted from the prepaid balance of the ACCOUNT.
- You agree to replenish your ACCOUNT when your ACCOUNT balance decreases to or falls below the minimum balance threshold specific to the number of TRANSPONDERS you selected. You may choose to replenish your ACCOUNT in one of the following ways:
  - By credit card. You may authorize the AUTHORITY to charge your credit card automatically for all charges to your ACCOUNT; or you may authorize a onetime online credit card payment via the web, at the CSC, by telephone, or by mail; or
  - By check or money order made payable to NC Quick Pass. Your payment may be sent by mail or made in person at the CSC; or by cash payment in U.S. dollars. DO NOT SEND CASH BY MAIL OR LEAVE CASH IN A DROP BOX.

NC Quick Pass Account			
Account Type	Payment Type	Opening Balance and Replenishment Amount	Threshold Amount Percentage of Replenishment Amnt.
Personal	Cash/Check/Money Order	\$20.00 for the first two Transponders \$10.00 for each additional Transponder (up to five Transponders total)	*50%
	Credit or Debit Card		*25%
Business	Cash/Check/Money Order	\$20.00 for each Transponder	*50%
	Credit or Debit Card	\$20.00 for each Transponder	*25%

\*or a minimum of \$10

The AUTHORITY will perform an ACCOUNT analysis on all new ACCOUNTS thirty (30) days from the date of the account opening (or account conversion date) and every ninety (90) days thereafter. If your average monthly usage within a ninety (90) day period is above or below your replenishment amount, the AUTHORITY will automatically adjust your replenishment amount to approximate one-month's level of use. You will be notified by mail or e-mail after this change is made to your replenishment amount.

- You may have more than one replenishment transaction within a one (1) month period based upon your usage.
- A returned check fee will be charged for each check returned to the AUTHORITY unpaid by your bank. (See Section 9, Schedule of Fees.)
- The Authority will permit two (2) check returns per account per year after which time the AUTHORITY will not accept check payments on the ACCOUNT.
- Unpaid balances due to the Authority may be turned over to a collection agency for enforcement and collection activities along with any other legal action that the Authority is authorized to pursue to recover such monies owed.

## 8 Account Statements

- Monthly statements are available free of charge online. You may request automatic monthly e-mail statements.
- Quarterly statements can be mailed to you at a fee of five dollars \$5.00 per statement, which is applied to your ACCOUNT.

## 9 Schedule of Fees

- All fees are subject to change at any time during this AGREEMENT.
- In accordance with G.S. § 136-89.218, administrative fees and toll charges will be billed directly to your ACCOUNT. You may only contest the imposition of charges or fees in writing or e-mail to the NC Quick

Pass CSC within thirty (30) days of the date of your ACCOUNT statement. If the charge or fee is rescinded, your ACCOUNT will be credited the amount of the charge or fee.

- The AUTHORITY reserves the right to assess additional fees at any time upon notification to you.

Fee Summary	
Description	Amount
Inactive Account fee (after 24 months of no toll transactions)	\$1.00/month
Quarterly Mailed Statement fee	\$5.00/statement
Non-Sufficient Funds fee for returned checks	\$25.00/check
License plate identification toll charges on NC Quick Pass accounts in excess of 15% per month	\$5.00 per month

## 10 Termination of Agreement

- 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.
- If you replenish your ACCOUNT by credit or debit card, a refund will be issued to the card on file and the transaction will be posted on your final statement.
- If you replenish your ACCOUNT by cash or check, a refund check will be mailed to the address on file.
- The AUTHORITY may terminate this AGREEMENT at any time and for any reason, including inactivity.
- ACCOUNT balance refunds will be issued after thirty (30) days of the ACCOUNT closure request minus all outstanding charges and fees (if applicable).

## 11 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.

## 12 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.

## 13 Disclaimer

- 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.
- 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.

## 14 Inquiries and Contact Information

- Web inquiries can be accessed at: [www.ncquickpass.com](http://www.ncquickpass.com)
- All correspondence should be sent to:  
NC Quick Pass Customer Service Center  
200 Sorrell Grove Church Road, Suite A  
Morrisville, NC 27560
- All payments should be sent to:  
NC Quick Pass Customer Service Center  
PO Box 71116  
Charlotte, NC 28272-1116
- Telephone inquiries can be made to: 1-877-7MY-PASS (1-877-769-7277)
- Fax inquiries can be made to: 1-919-388-3279