



Terms & Conditions - First Responder

These terms and conditions, together with the Application, constitute an Agreement between you and the North Carolina Turnpike Authority (NCTA) relating to the establishment of a First Responder account (Account) and the use of an NC Quick Pass transponder (Transponder). In accordance with state law and NC Quick Pass business policies, the North Carolina Turnpike Authority allows the exemption of tolls for law enforcement, fire, rescue, and medical services vehicles (first responder vehicles) responding to emergency situations on all N.C. toll facilities. (See N.C.G.S. § 136-89.211(2)). Subject to this Agreement, you may use the vehicles registered on the Account ONLY on North Carolina toll facilities toll-free. Please read these terms and conditions and keep them for your records. When you open your NC Quick Pass (Account) or have an existing account, your continued use of toll facilities constitutes your acknowledgment and consent to the following terms in this Agreement.

Definitions

Account – a formal business arrangement providing for regular services; a record of transactions in a specific period.

Agreement – legally binding arrangement.

Application – formal requests to establish a NC Quick Pass account.

Toll Facilities - The bridge, tunnel, toll road, or managed lanes to be tolled. Bridges and tunnels typically have one toll point on their facility; toll roads and managed lanes may have one or more toll points.

Transponder - Device used for detecting, identifying, and locating objects.

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 NCTA employees, agents, and law enforcement officers on North Carolina toll facilities is mandatory.
- d) It is your responsibility to always keep Account information and vehicles current. 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 the Account to suspension or permanent closure by NC Quick Pass.
- f) NCTA may deny any Application 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 NCTA 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 traveling on NCTA toll facilities.
- i) NCTA 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) If any portion of this Agreement is held or made invalid by a court decision, statute, business, or internal policy, or shall otherwise be rendered invalid, the remainder of this Agreement shall remain in full force and effect.

2. Account Information

- a) Your First Responder 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 prior written 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).)

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 affixed in a vehicle at any given time. Failure to affix the Transponder correctly may result in receiving a Bill by Mail invoice.

4. Transponder Return/Exchange

a) NC Quick Pass 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 NC Quick Pass Customer Service Center (CSC) immediately. Your Transponder will be deactivated immediately following notification to NC Quick Pass.

b) You will not be liable for unauthorized use which occur after you notify NCTA 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 NCTA in writing. You can request closure of your Account through the mail or email. Once the request to close your Account is received by NCTA, your Transponder(s) will be deactivated within one (1) business day of notification.

b) NCTA 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 NCTA 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. The parties agree that the venue shall lie in Wake County, North Carolina.

10. Disclaimer

a) To the extent permitted by law, NCTA disclaims any representation of warranty, expressed or implied, relating to NC Quick Pass Transponders.

b) NCTA is not liable for any third-party act taken by reason of your use or display of a NC Quick Pass Transponder.

- c) The Account Holder, the agency/business they represent, as well as the agents and employees of said agency/business, agree to indemnify NCTA and hold it harmless, its employees, agents, or assignees 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 NC Quick Pass Transponders.
- b) You agree to indemnify other participating 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.

11. Inquiries and Contact Information

Online ncquickpass.com/contact-us

Mail P.O. Box 100020, Atlanta, GA 30348-0020

In Person Find a customer service center location near you at ncquickpass.com/contact-us

Phone (877) 769-7277

Fax (919) 388-3279

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