



Terms & Conditions – HOV Only Account

These terms and conditions, together with your Application, constitute an Agreement between you and the North Carolina Turnpike Authority (NCTA) 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 a NC Quick Pass, your vehicle has three (3) or more persons as occupants and you have set HOV status. Please read these terms and conditions and keep them for your records. When you open your NC Quick Pass HOV only Account or have an existing account, your continued use of I-77 Express Lanes constitutes your acknowledgment and consent to the following terms in this Agreement.

Definitions

Agreement – legally binding arrangement.

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

HOV Status – Free HOV (high occupancy vehicle) travel is available for drivers who plan on using the I-77 Express Lanes after setting their HOV status with three or more people in the car.

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

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 HOV Only Account is only valid for travel in the I-77 Express Lanes in North Carolina at a 100% discount of the applicable toll when:
 1. The High Occupancy Vehicle (HOV) requirement has been met, defined as three (3) or more occupants in the vehicle
 2. You have set HOV status through NCTA's mobile application/website at least 15 minutes prior to travel
- c) Tolls incurred in the I-77 Express Lanes may be disputed by completing a Toll Dispute form. The NC Quick Pass Toll Dispute form can be obtained online on the NC Quick Pass website or requested

from an NC Quick Pass Customer Service Center (CSC). The dispute form 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 any other named person or business.
- e) It is your responsibility to always keep Account information current. 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 ncquickpass.com. Failure to maintain your Account with current information may result in toll charges or fees.
- f) Compliance with all applicable traffic laws, regulations, signs, signals and directions of NCTA employees, agents and law enforcement officers in the I-77 Express Lanes is mandatory.
- g) NCTA may deny any Application because of outstanding unpaid tolls, fees, and penalties or the submission of false information.
- h) The CSC will communicate with you based on the type of correspondence method 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 NCTA 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 NCTA monitors the use of the Transponder for the purpose of toll collection, traffic monitoring, and detecting violations of this Agreement.
- j) NCTA 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 the roadway, or otherwise determined by NCTA. 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.
- k) 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) If you have not set HOV status through NCTA'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.

- b) Your Account consists of a Transponder. No prepaid balance is required to open your Account.
- c) Your Account information will not be disclosed to third parties without your prior written consent except as permissible by North Carolina law.
- d) 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 (two-axle) vehicle.
- e) Any tolls incurred on NC toll facilities (other than the I-77 Express Lanes) 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 ncquickpass.com for Bill by Mail toll rates).
- f) 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.
- g) You agree to inform NC Quick Pass of any changes to the account information provided to NC Quick Pass, including but not limited to the following:
 - 1. account legal owner's name
 - 2. mailing address
 - 3. vehicle(s) license plate number and state
 - 4. payment method
 - 5. email address
 - 6. phone number

3. Using the Transponder

- a) You are required to obtain and use only one (1) sticker 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 affixed in a vehicle at any given time. Failure to affix 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 monthly, you will be notified in writing by mail or e-mail that your Transponder is not reading and NCTA requests that you bring it to the CSC for inspection. NCTA reserves the right to terminate this Agreement and close any Account in excess of 15% of postings via license plate identification per month. (See Section 8, Schedule of Fees.)
- e) Incorrect use of the NC Quick Pass Transponder may result in a removal of the 100% discount, enforcement by law enforcement, and/or fees and charges.

4. Transponders 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 NC Quick Pass. Your Transponder will be deactivated immediately following notification to NC Quick Pass.
- b) You will not be liable for unauthorized use, including incurred tolls, fees, and/or charges, which occur after you notify NC Quick Pass 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 NC Quick Pass.
- b) If NCTA determines that a Transponder is defective or malfunctioning, it will be replaced at no cost to you.

7. Account Statements

- a) Monthly statements are available free of charge online. You may request automatic monthly e-mail statements.
- b) Account statements can be mailed to you upon request at a fee of five dollars (\$5.00) per statement.

8. Schedule of Fees

- a) There are no fees associated with the HOV Only Account. However, failure to properly set your HOV status 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.
- c) NCTA 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 NCTA in writing and paying all outstanding charges and fees (if applicable). You can request closure of your Account through the mail, fax, in-person, or online. Once the request to close your Account is received by NCTA, your Transponder 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 or excessive license plate identification transactions.

10. 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.

11. 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.

12. 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.
- d) 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

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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