



# Terms & Conditions - Personal/Business Accounts

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 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 or have an existing account, your continued use of toll facilities 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.

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

**Participating Agencies** – A cooperative arrangement established between NCTA and other public entities wherein Transponders issued by one entity will be accepted at facilities belonging to all other entities without degradation in service performance.

**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) Failure to pay charges associated with your Account may result in additional fees, civil penalties, suspension of motor vehicle registration renewal, referral to a collection agency, and/or termination of your Account, as provided under North Carolina law.
- c) Tolls on NC toll facilities 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 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 [ncquickpass.com](http://ncquickpass.com). Failure to maintain your Account with current information may result in additional fees or creation of Bill by Mail invoices.
- f) Compliance with all applicable traffic laws, regulations, signs, signals and directions of NCTA employees, agents, and law enforcement officers on North Carolina and all participating toll facilities 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 on NCTA and all participating toll facilities. You expressly understand that NCTA and other participating toll facilities monitor the use of the Transponder for the purpose of toll collection, traffic monitoring, and detecting violations of this Agreement.
- j) NCTA 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 as authorized in your NC Quick Pass Application and that you are responsible for all charges.
- k) 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 NCTA roadways, or otherwise determined by NCTA. You agree to the new terms and conditions when you use the Transponder after the effective date of the new terms and conditions.
- l) 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 Account consists of a Transponder and a required prepaid account deposit and balance.

- b) Your Account information will not be disclosed to third parties without your prior written consent except as permissible by North Carolina law.
- c) A Personal Account can have no more than ten (10) transponders/vehicles assigned to it.
- d) A Business Account can have one to unlimited transponders/vehicles assigned to it.
- 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. NCTA may also deduct from your Account any applicable fees. For current toll rates on NC toll facilities, visit the NC Quick Pass website at [ncquickpass.com](http://ncquickpass.com).
- g) An Account with no financial transaction activity for 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 NCTA. You will be notified of the Account closure in writing through mail or e-mail.
- h) If your Account reaches a balance below zero dollars (\$0.00), the Account 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 [ncquickpass.com](http://ncquickpass.com) for Bill by Mail toll rates) until your Account is made current. While your Account is suspended, you will not be eligible to set HOV (High Occupancy Vehicle) status and travel for free in the I-77 Express Lanes. Any declaration while your Account is suspended will not be honored and you will be invoiced the Bill by Mail rate for any tolls incurred. You will receive notification of the suspension through your selected correspondence 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.
- j) 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 Transponders

- a) Each vehicle on the Account must have a Transponder. 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 and location purchased. 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 [ncquickpass.com](http://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 affixed in a vehicle at any given time. Failure to affix 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 and vehicle 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 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. Any Account in excess of 15% of postings via license plate identification per month with notification to the Account holder will be charged a fee of five dollars (\$5.00) for each month this occurs. (See Section 9, Schedule of Fees.)

#### **4. Transponders Return/Exchange**

- a) Transponders may be returned to a CSC (in person or via mail) with a written request including the account number within fifteen (15) business days of purchase for a full refund. For Transponders purchased on the web, the customer has ten (10) 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 ten (10) 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 Transponder refunds will be in the form of a credit to the Account. If the Account is closed the refund will be issued to the last form of payment on the Account.
- b) Transponders may be exchanged at a CSC (in person) for another type of Transponder within fifteen (15) 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) 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 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 NCTA 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**

- a) If your Transponder is damaged or defective you must notify NC Quick Pass.
- b) Each Transponder with a hard, plastic case has a two-year warranty from the date it is purchased by you.
- c) If NCTA 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.
- d) 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**

- a) An Account holder must maintain sufficient funds to cover tolls and charges incurred using 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.
- b) You agree to replenish your Account when your prepaid 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:
  - 1. By credit card or ACH (Automatic Clearing House). You may authorize NCTA to charge your credit card or bank account for all charges to your Account.
  - 2. By check or money order made payable to NC Quick Pass. Your payment may be sent by mail or made in person at a CSC. Cash payments are also acceptable at a CSC in U.S. dollars. **DO NOT SEND CASH BY MAIL.**

### **Account Prepaid Balances**

- 1. Personal Accounts

The prepaid balance for a Personal Account is \$20.00 for the first two (2) Transponders and \$10.00 for each additional Transponder. Personal Accounts are allowed a maximum of ten (10) Transponders.

2. Business Accounts

The prepaid balance for a Business Account is \$20.00 for each Transponder. Business Accounts must have at least one (1) Transponder per vehicle.

### Threshold amounts

1. The threshold amount for Personal and Business Accounts with automatic replenishment is 25% of the replenishment amount or a minimum of \$10.00. The threshold amount for Personal and Business Accounts with manual replenishment is 50% of the replenishment amount or a minimum of \$10.00.
  2. NCTA will perform an Account analysis on all new Accounts thirty (30) calendar 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, NCTA will adjust your replenishment amount to approximately one-month's level of use. You will be notified by mail or email after this change is made to your replenishment amount.
- c) You may have more than one replenishment transaction within a one (1) month period based upon your usage.
  - d) A returned check fee will be charged for each check returned to NCTA unpaid by your bank. (See Section 9, Schedule of Fees.)
  - e) NCTA will permit two (2) check returns per account per year after which time NCTA will not accept check payments on the Account.
  - f) Unpaid balances due to NCTA may be turned over to a collection agency for enforcement and collection activities along with any other legal action that NCTA is authorized to pursue to recover such monies owed.

## 8. Account Statements

- a) Monthly statements are available free of charge online. You may request automatic monthly e-mail statements.
- b) Quarterly statements can be mailed to you upon request at a fee of five dollars (\$5.00) per statement, which is applied to your Account. (See Section 9, Schedule of Fees.)

## 9. Schedule of Fees

- a) All fees are subject to change at any time.

- b) 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.
- c) NCTA reserves the right to assess additional fees at any time upon notification to you.

## 10. Fee Summary

- a) The following fees may be charged to your NC Quick Pass Account:
  - 1. The inactive account fee after more than 24 months of no toll transactions is \$1.00 per month.
  - 2. To receive statements by mail quarterly is \$5.00 per statement.
  - 3. The non-sufficient funds fee for returned checks and declined bank account/ACH payments is \$25.00.
  - 4. If the I-toll license plate transactions exceed 15% of the total monthly toll transactions, the Account may be charged a \$5.00 per month I-toll fee.

## 11. 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(s) will be deactivated within one (1) business day of notification.
- b) 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.
- c) If you replenish your Account by cash or check, a refund check will be mailed to the address on file.
- d) NCTA may terminate this Agreement at any time and for any reason, including inactivity.
- e) Account balance refunds will be issued thirty (30) days after the closure request of the Account is processed minus all outstanding charges and fees (if applicable).

## 12. 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.

## 13. 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.

## 14. Disclaimer

- a) To the extent permitted by law, NCTA disclaims any representation of warranty, expressed or implied, relating to the NC Quick Pass Transponders.
- b) NCTA is not liable for any third-party act taken by reason of your use or display of the 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 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.

## 15. Inquiries and Contact Information

**Online** [ncquickpass.com/contact-us](https://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](https://ncquickpass.com/contact-us)

**Phone** (877) 769-7277

**Fax** (919) 388-3279

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