



# Terms & Conditions – Transit/Government Accounts

These terms and conditions, together with your Application, constitute an Agreement between the Account Holder, the agency/business they represent, and the North Carolina Turnpike Authority (NCTA) relating to the establishment of a Transit Account or Government Account (hereinafter collectively called “Account” or “Accounts”) and the use of the NC Quick Pass Transponder. Subject to this Agreement, you may use the NC Quick Pass on all North Carolina 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

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

**Account Holder** – the person listed or identified as the holder of a NC Quick Pass account.

**Agreement** – legally binding arrangement.

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

**Bill by Mail Rate** – for drivers who choose not to open a NC Quick Pass account, an invoice is mailed to the address the vehicle is registered to through their state’s DMV. Bill by Mail customers are not eligible for a discount.

**NC Quick Pass Toll Rate** – a NC Quick Pass account automatically deducts tolls from a prepaid balance and provides drivers a 35% discount on tolls in North Carolina and up to 19 other states.

**Registered NC Quick Pass** – a NC Quick Pass Transponder that is registered to the Account

**Registered Vehicle** – a vehicle that is registered to the 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.

**Toll Gantry** – A toll gantry is an overhead structure with mounted toll reader.

**Transponder** – device used for detecting, identifying, and locating objects.

## 1. General Information

- a) Accounts are only valid in North Carolina and cannot be used to pay for tolls in other states.
- b) Submission of an Application for an Account does not guarantee acceptance. NCTA may deny any Application submitted at any time and for any reason.

- c) The obligations and/or benefits of this Agreement are not assignable or transferable. Any change in ownership or management of an Account will render this Agreement null and void and a new Application must be submitted. It is the responsibility of the Account Holder to inform NCTA of any change in ownership or management of an Account. Failure to do so may result in additional charges, administrative fees, civil penalties, and/or suspension/termination of the Account.
- d) All individuals who operate a vehicle registered to the Account must abide by all applicable traffic laws, regulations, signs, and/or signals present on North Carolina toll facilities and must adhere to all directions given by NCTA, its employees, agents or assignees, and all North Carolina law enforcement officers.
- e) It is the responsibility of the Account Holder to monitor and maintain the Account. This includes, but is not limited to, ensuring that all outstanding balances are paid, all vehicles are registered and have a NC Quick Pass Transponder properly installed, and any information given to NCTA is current and accurate. Failure to monitor and maintain the Account may result in additional charges, administrative fees, civil penalties, and/or suspension/termination of the Account.
- f) All vehicles listed on the Account must be official registered with a United States Division of Motor Vehicles (hereinafter "DMV") to the Account Holder or the agency/business they represent. If it is discovered by NCTA, its employees, agents, or assignees that a vehicle registered on the Account is not registered by a DMV to the Account Holder or the agency/business they represent, that vehicle will be immediately removed from the Account, additional charges, administrative fees, and/or civil penalties may be levied against the Account, and suspension/termination of the Account may occur.
- g) By submitting the Application and opening an Account, the Account Holder acknowledges for all individuals who operate a vehicle registered to the Account that their persons and vehicle may be videotaped and/or digitally photographed while traveling on North Carolina toll facilities. The sole purpose of said videotaping and digital photography is to enable NCTA to monitor the use of all NC Quick Pass Transponders registered to the Account and to detect violations of this Agreement.
- h) NCTA reserves the right to change the terms and conditions of this Agreement at any time by providing advance notice to the Account Holder. 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. Regardless of any changes made, continued use of the Account following notification of a change constitutes acceptance of said change. If the Account Holder or the agency/business they represent disagrees with any changes made the sole and exclusive remedy available is to terminate the Account.

## 2. Communication

- a) NCTA, its employees, agents, or assignees may communicate with the Account Holder or the business/agency they represent, based on the preferred method of communication indicated on the Application.

- b) By submitting the Application and providing a preferred method of communication, the Account Holder, as well as the agency/business they represent, agrees that mail or email sent to the address or email address provided on the Application constitutes official notice regarding the Account, including, but not limited to, the amount of tolls, charges, or administrative fees owed and of any determinations made by NCTA concerning any disputed tolls, fees, or charges.

### **3. Account Information**

- a) Account information includes:
  - 1. any information provided to NCTA on an Application
  - 2. the amount and ID Number of all NC Quick Pass Transponders registered to the Account
  - 3. the amount of and DMV registration information for all vehicles that will use the Account
  - 4. the amount of tolls, additional charges, administrative fees, or civil penalties levied against the Account
  - 5. any photographs or videotapes taken of a vehicle registered to the Account or the individual operating said vehicle, and
  - 6. copies of all postpaid invoices.
- b) Account information will not be disclosed to third parties without the prior consent of the Account Holder except as permissible by North Carolina law.

### **4. Account Suspension/Termination**

- a) NCTA may suspend/terminate an Account at any time for reasons including, but not limited to:
  - 1. outstanding unpaid tolls, charges, or administrative fees
  - 2. noncompliance with these terms and conditions, or
  - 3. the submission of false or misleading information.
- b) A suspended/terminated account will have all NC Quick Pass Transponders registered to the Account deactivated and will be billed at the Bill by Mail rate.
- c) If an Account is suspended/terminated, NCTA will provide notice via the preferred method of communication indicated on the Application within 30 days of the suspension/termination.
- d) A suspended Account will be reinstated once all unpaid balances are fully paid, and all Bill by Mail invoices are paid in full.
- e) A terminated Account will never be reinstated after termination and the Account Holder of a terminated Account, and the agency/business they represent, will be unable to open a new account until all unpaid balances are fully paid and all Bill by Mail invoices are paid in full.

## 5. NC Quick Pass Transponders

- a) An NC Quick Pass Transponder is a small device placed on the windshield of a vehicle that receives and sends signals to a Toll Gantry on a North Carolina toll road. Each Transponder is given an ID Number to differentiate them from one another. When a Transponder is ordered and received by the Account Holder, it is the responsibility of the Account Holder to register the Transponder to the Account, assign it to a vehicle, and affix it to the vehicle.
- b) Accounts may have an unlimited number of vehicles registered to an Account but may only have as many NC Quick Pass Transponders registered to an Account as the number of vehicles registered to said Account. In other words, no Account may have more NC Quick Pass Transponders than they have vehicles registered to the Account.
- c) All vehicles listed on an Account must be assigned to and equipped with their own individual NC Quick Pass Transponder. Only the vehicle assigned to that specific Transponder may make use of said Transponder.
- d) Any registered or un-registered vehicle that travels on North Carolina toll facilities and is either (1) not equipped with a NC Quick Pass Transponder or (2) attempts to make use of a NC Quick Pass Transponder that is not registered or is registered to a different vehicle, will be charged the Bill by Mail rate.
- e) The NC Quick Pass Transponder becomes the property and responsibility of the Account Holder upon delivery and may not be returned or exchanged once affixed to a vehicle.
- f) The NC Quick Pass Transponder must be properly affixed to a vehicle based on the instructions provided. Failure to affix the Transponder correctly may hinder toll collection and may result in being charged additional tolls, charges, or administrative fees.
- g) If your Transponder is not read at the toll zone, your license plate and vehicle will be photographed, toll charges will be levied at the Bill by Mail rate, and all toll charges will be posted to the Account via license plate identification.
- h) If more than 15% of toll transactions are posted via license plate identification in a month, the Account Holder will be notified in writing via the preferred communication method selected on the Application that your Transponder is not reading and NCTA requests that you bring it to the NC Quick Pass Customer Service Center for inspection.
- i) If your Transponder is lost, if the vehicle registered to your Account is sold, or if your Transponder and/or vehicle is stolen, it is the responsibility of the Account Holder to notify NCTA immediately.
- j) Upon notification that your Transponder has been lost or stolen; NCTA will immediately deactivate the Transponder.

- k) It is the responsibility of the Account Holder to remove any registered vehicle from the Account that has been sold or stolen.
- l) Accounts will not be liable for unauthorized use, including incurred tolls, fees, and/or charges, which occur after notification of the loss or theft of a registered NC Quick Pass Transponder or the loss, theft, or sale of a registered vehicle.
- m) Accounts will be liable for any incurred tolls, fees, and/or charges which occur prior to notification of the loss or theft of a registered NC Quick Pass Transponder or the loss, theft, or sale of a registered vehicle.

## 6. Fees, Disputes, and Collections

- a) All Transit Accounts and Government Accounts are Postpaid Accounts that receive monthly invoices for all transactions via the preferred method of communication selected on the Application.
- b) Accounts will be charged the NC Quick Pass Toll rate while traveling on all North Carolina toll facilities; however, Transit Accounts will receive a 100% toll discount for travel on the I-77 Express Lanes.
- c) Failure to pay an invoiced toll may result in additional charges, administrative fees, civil penalties, suspension of motor vehicle registration renewal, referral to a collection agency, and/or suspension/termination of the Account, as provided under North Carolina law.
- d) A returned check fee of \$25.00 will be charged for each check returned to NCTA unpaid by your bank. NCTA will permit two (2) check returns per Account per year, after which time NCTA will no longer accept check payments for the Account.
- e) In accordance with N.C.G.S. § 136-89.218, all tolls, additional charges, administrative fees, and civil penalties will be billed directly to the Account.
- f) All tolls, additional charges, administrative fees, and civil penalties incurred may be disputed by completing a Toll Dispute Form. The Toll Dispute Form can be obtained online at the NC Quick Pass website or requested from an NC Quick Pass Customer Service Center. The dispute form must be received within thirty (30) days of the initial transaction invoice date, or the customer waives their right to a dispute. If a disputed toll, additional charge, administrative fee, or civil penalty is rescinded, the Account will be credited the amount of the disputed toll, additional charge, administrative fee, or civil penalty.
- g) All fees listed in these terms and conditions, or the Application are subject to change at any time.
- h) NCTA reserves the right to assess additional fees and change any listed fees in this Agreement at any time. If additional fees are assessed or fees are changed, the Account Holder will received notification of such via the preferred method of communication selected on the Application.

- i) The Account Holder, and the agency/business they represent, 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 this Agreement.

## 7. Termination of Agreement

- a) This Agreement may be terminated, and the Account closed by the Account Holder, or the agency/business they represent, at any time by notifying NCTA in writing via mail, fax, in-person, or online and paying all outstanding charges and fees (if applicable). 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. 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.
- b) 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.

## 9. Disclaimer

- a) To the extent permitted by law, NCTA disclaims any representations 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.

## 10. 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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