



Terms & Conditions - Personal/Business Accounts

These terms and conditions, together with your continued use of North Carolina toll facilities, constitute an Agreement between the Account Holder and the North Carolina Turnpike Authority (hereinafter "NCTA") regarding use of the NC Quick Pass Toll Program (hereinafter collectively referred to as "NCQP") relating to the establishment of a NC Quick Pass Personal or Business Account. Subject to this Agreement, the Account Holder may use the NC Quick Pass Transponder on all North Carolina toll facilities and all participating agencies' toll facilities. By opening an Account and accepting these terms and conditions the Account Holder is entering into a binding agreement with NCQP. Please read these terms and conditions and retain a copy for your records. Failure to comply with any portion of this Agreement will result in additional charges, administrative fees, civil penalties, and/or suspension/termination of the Account.

1. Definitions

Account Holder – the individual who agrees to these Terms and Conditions and is responsible for the information provided to NCQP and updating the Account.

Invoice Rate – A higher toll rate for drivers who do not meet eligibility requirements for a NC Quick Pass Account, or who do not open a NC Quick Pass Account.

NC Quick Pass Personal or Business Account – a type of NC Quick Pass Account valid for travel on North Carolina toll facilities and all participating agencies toll facilities.

NC Quick Pass Account – a formal business agreement entered into by the Account Holder upon acceptance of these Terms and Conditions, that provides the Account Holder with a record of their travel on North Carolina Toll Facilities and tolls incurred from said travel.

Participating Agencies – A cooperative arrangement established between NCQP 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.

Returned Payment – A returned payment is when a financial institution or credit card issuer rejects a check payment, electronic transfer or credit card payment due to insufficient funds or other issues preventing successful processing. This includes, but is not limited to, stop payments, insufficient funds and chargeback requests.

Toll Facilities – The bridge, tunnel, toll road, or managed lanes to be tolled.

NC Quick Pass Transponder – Small devices linked to a NC Quick Pass Account that are properly affixed to a vehicle to receive and send signals and are used to facilitate vehicle identification and toll collection.

2. General Information

- a) Submission of a request to establish an Account and agreement with these terms and conditions does not guarantee acceptance. NCQP may deny any request to open an Account at any time for any reason.
- b) The obligations 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 Account **MUST** be opened. It is the responsibility of the Account Holder to inform NCQP of any change in ownership or management of an Account. Failure to do so will result in additional charges, administrative fees, civil penalties, and/or suspension/termination of the Account.
- c) 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 listed and have a NC Quick Pass properly installed, and any information given to NCQP is current and accurate. Failure to monitor and maintain the Account will result in additional charges, administrative fees, civil penalties, and/or suspension/termination of the account. The easiest and quickest way to maintain an Account is through the NC Quick Pass website at ncquickpass.com.
- d) All individuals who operate a vehicle listed on the Account must abide by all applicable traffic laws, regulations, signs and/or signals present on a North Carolina Toll Facility and must adhere to all directions given by NCTA/NCQP employees, agents, or assignees, and all law enforcement officers on all participating toll facilities.
- e) All vehicles listed on the Account must be officially registered with the Division of Motor Vehicles (hereinafter "DMV"). If it is discovered by NCQP, its employees, agents, or assignees that a vehicle listed on the Account is not registered by a DMV, that vehicle will be immediately removed from the Account, additional charges, administrative fees, and/or civil penalties will be levied against the Account, and suspension/termination of the Account may occur.
- f) By accepting these Terms and Conditions, the Account Holder acknowledges for all individuals who operate a vehicle listed on the Account that their persons and vehicle may be electronically video recorded and/or digitally photographed while traveling on a North Carolina toll road and all participating toll facilities. The sole purpose of said video recording and/or digital photography is to enable NCQP and other participating toll facilities to monitor the use of all NC Quick Pass Transponders assigned to the Account for the purpose of toll collection, traffic monitoring, and to detect violations of this Agreement.
- g) NCQP has entered into reciprocal agreements with participating agencies. If the Transponder(s) assigned to the Account is used at any participating toll facility, or other facility accepting electronic toll collection as a payment mechanism, the Account Holder agrees that all costs incurred in connection with the use of the Transponder(s) will be charged to the account as authorized during Account opening and that the Account Holder is responsible for all charges.

- h) NCQP reserves the right to change the terms and conditions of this Agreement at any time. If such a change occurs, NCQP will post a revised copy of the Terms and Conditions to the NC Quick Pass website at ncquickpass.com within 30 days. Regardless of any changes made, continued use of the Account and any North Carolina Toll Facilities constitutes acceptance of said change. If the Account Holder does not agree with any changes made, the sole and exclusive remedy is to terminate the Account.

3. NC Quick Pass Personal and Business Accounts and Toll Discount

- a) A NC Quick Pass Personal or Business Account consists of a Transponder and a required prepaid account deposit and balance.
- b) A Personal Account can have no more than ten (10) transponders/vehicles assigned to it.
- c) A Business Account can have unlimited transponders/vehicles assigned to it.
- d) No interest will be paid to the Account Holder on balances in the Account.
- e) Applicable tolls will be deducted from the Account each time the Transponder is used on a NC toll facility or any participating toll facility. NCQP may also deduct from the Account any applicable fees. For current toll rates on NC toll facilities, visit the NC Quick Pass website at ncquickpass.com.
- f) The license plate on a vehicle that travels on a North Carolina toll road and all participating toll facilities and uses a NC Quick Pass Transponder must be associated with the NC Quick Pass account or the tolls will be charged the higher rate
- g) An Account with no financial transaction activity for twenty-four (24) consecutive months will be charged a 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 NCQP. The Account Holder will be notified of the Account closure through the selected correspondence method (mail or e-mail).
- h) If the Account reaches a balance below zero dollars (\$0.00), the Account will be suspended, and Transponders deactivated. Any subsequent tolls will be invoiced at the higher rate.
- i) An NC Quick Pass Account that has been suspended due to an outstanding balance is NOT eligible to set HOV (High Occupancy Vehicle) status and travel for free in the I-77 Express Lanes. The Account Holder will receive notification of the suspension through the selected correspondence method (mail or e-mail).
- j) The Account Holder will be unable to open a new Account until all unpaid balances are fully paid, and all toll invoices are paid in full.

4. Communication

- a) NCQP, its employees, agents, or assignees may communicate with the Account Holder based on the preferred method of communication selected on Account opening.
- b) By providing a preferred method of communication, the Account Holder agrees that mail or email sent to the address or email address provided constitutes official notice regarding the Account, including, but not limited to, the amount of any tolls, charges, or administrative fees owed and of any determinations made by NCQP concerning any dispute.

5. Account Information

- a) Account Information includes:
 - 1. any information provided to NCQP on Account opening
 - 2. the DMV registration information for the vehicle(s) that will use the account
 - 3. the amount of any tolls, additional charges, administrative fees, or civil penalties levied against the Account
 - 4. the photographs or video recordings of the vehicle(s) listed on the Account, or the individual operating said vehicle(s), and
 - 5. copies of all invoices.
- b) The Account Holder agrees to inform NCQP of any changes to any of the information provided to NCQP on Account opening, including but not limited to the following:
 - 1. account holder's legal name
 - 2. mailing address
 - 3. vehicle(s) license plate number and state
 - 4. payment method
 - 5. email address
 - 6. phone number
- c) Account information will not be disclosed to third parties without the consent of the Account Holder, except as permissible by North Carolina law.

6. Account Suspension/Termination

- a) NCQP 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.

A suspended/terminated account will have the NC Quick Pass Transponders assigned to the Account deactivated and will be billed at the higher rate.

If an Account is suspended/terminated, NCQP will provide notice via the preferred method of communication indicated on Account opening within 30 days of the suspension/termination.

A suspended Account **WILL** be reinstated once all unpaid balances are fully paid, and all toll invoices are paid in full.

A terminated Account will **NOT** be reinstated after termination, and the Account Holder will be unable to open a new Account until all unpaid balances are fully paid.

7. NC Quick Pass Transponders

- a) A NC Quick Pass Transponder is a small device affixed to 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 it from one another. When a NC Quick Pass Transponder is ordered and received by the Account Holder, it is the responsibility of the Account Holder to verify the Transponder received matches the Transponder ID assigned on the Account Holder's Account and properly affix it to the vehicle.
- b) Each vehicle listed on the Account must be assigned and equipped with a NC Quick Pass Transponder. Only the vehicle assigned to that specific Transponder may make use of said Transponder.
- c) The price of the Transponder will vary depending on the type of Transponder selected and location purchased. The Transponder must be purchased at the current price plus sales tax. Refer to the NC Quick Pass website at ncquickpass.com for Transponder descriptions and current pricing. Refer to ncquickpass.com/on-the-go to find where transponders can be purchased at partnership locations.
- d) The NC Quick Pass Transponder immediately becomes the property and responsibility of the Account Holder upon delivery.
- e) The NC Quick Pass Transponder must be properly affixed to a vehicle based on the instructions provided. Only one (1) Transponder can be affixed in a vehicle at any given time. Failure to properly affix the Transponder will hinder toll collection and will result in being charged additional tolls, charges, or administrative fees.
- f) If a NC Quick Pass Transponder cannot be read by a toll gantry, the license plate will be photographed, toll charges may be levied at the higher rate, and all toll charges will be posted to the Account via license plate identification.
- g) If more than 15% of toll transactions are posted via license plate identification in a month, the Account Holder will be notified via the preferred communication method selected on Account

opening that the NC Quick Pass Transponder was affixed incorrectly or is potentially defective.

- h) If a NC Quick Pass Transponder is lost, if a vehicle is sold, or if a NC Quick Pass Transponder and/or vehicle is stolen, it is the responsibility of the Account Holder to notify NCQP immediately.
- i) Upon notification that a NC Quick Pass Transponder has been lost or stolen, or that a vehicle has been sold, NCQP will immediately deactivate said Transponder.
- j) It is the responsibility of the Account Holder to remove any vehicle from the Account that has been sold or stolen.
- k) The Account Holder **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 NC Quick Pass Transponder or the loss, theft, or sale of a vehicle.
- l) The Account Holder **WILL** be liable for any incurred tolls, fees, and/or charges which occurred **PRIOR** to the notification of the loss or theft of a NC Quick Pass Transponder or the loss, theft, or sale of a vehicle.
- m) The Account Holder is responsible for requesting a new Transponder.

8. 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 fifteen (15) business days from post mark of the received tag kit to return the Transponder. If returning a Transponder via mail, the postmark date must be within the fifteen (15) 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 a 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.

9. Damaged or Defective Transponder Warranty

- a) If the assigned Transponder is damaged or defective, notify NC Quick Pass.
- b) Each Transponder with a hard, plastic case has a two-year warranty from the date it is purchased.

- c) If NCQP determines that a Transponder is defective/ malfunctioning during the two-year period, it will be replaced at no cost. 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, the Account Holder is 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.

10. Account Payments

- a) An Account Holder must maintain sufficient funds to cover tolls and charges incurred. 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) The Account Holder agrees to replenish the Account when a prepaid account balance decreases to or falls below the minimum balance threshold specific to the number of Transponders selected. The Account Holder may choose to replenish the Account in one of the following ways:
 - 1. By credit card or debit card
 - 2. By ACH (Automatic Clearing House). You authorize NCQP to charge your bank account for all charges to the Account.
 - 3. By check or money order made payable to NC Quick Pass. Payment may be sent by mail or made in person at a Customer Service Center (CSC). Cash payments are also acceptable at a CSC in U.S. dollars. DO NOT SEND CASH BY MAIL.
 - 4. For current payment options and locations, visit ncquickpass.com/payment-options/.

c) Account Prepaid Balances

- 1. Personal Accounts
 - I. The prepaid balance for a Personal Account is \$10.00 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
 - I. The prepaid balance for a Business Account is \$10.00 for each Transponder. Business Accounts must have at least one (1) Transponder per vehicle.

d) Threshold amounts

- 1. The threshold amount for Personal and Business Accounts with automatic replenishment is 25% of the replenishment amount or a minimum of \$5.00. The threshold amount for Personal and Business Accounts with manual replenishment is 50% of the replenishment amount or a minimum of \$5.00.

2. NCQP will perform an Account analysis on all new Accounts a month from the date of the account opening (or account conversion date) and monthly thereafter. If the average monthly usage is above or below the replenishment amount, NCQP will adjust the replenishment amount to approximately one-month's level of use. The Account Holder will be notified by mail or email after this change is made to the replenishment amount.
- e) There may be more than one replenishment transaction within a one (1) month period based upon usage.
- f) A returned payment fee of \$25.00 will be charged for each returned payment.
- g) NCQP will permit two (2) returned payments per Account per year after which time NCQP will no longer accept that payment method for the Account.

11. Fees, Disputes, and Collections

- a) Monthly statements of all transactions associated with an Account are available online free of charge.
- b) The following fees may be charged to the Account Holder's 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 returned payment fee 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.
- c) In accordance with G.S. § 136-89.218, all tolls, additional charges, administrative fees and civil penalties will be billed directly to the Account. Failure to pay charges associated with the Account will result in additional charges, administrative fees, civil penalties, suspension of motor vehicle registration renewal, referral to a collection agency, and/or termination of the Account, as provided under North Carolina law.
- d) Unpaid balances due to NCQP may be turned over to a collection agency for enforcement and collection activities along with any other legal action that NCQP is authorized to pursue to recover such monies owed.
- e) A returned payment fee of \$25.00 will be charged for each returned payment.
- f) NCQP will permit two (2) returned payments per Account per year after which time NCQP will no longer accept that payment method for the Account.
- g) All tolls, additional charges, administrative fees, and civil penalties incurred 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 NCQP Customer Service Center. **Any dispute must be received within thirty (30) days of the initial transaction invoice date or the right to dispute is considered waived.** 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.

- h) NCQP reserves the right to assess additional fees. All fees listed in these Terms and Conditions are subject to change at any time.
- i) The Account Holder is responsible for all costs, including attorneys' fees, incurred by NCQP to enforce the terms of this Agreement and collect any monies due under the terms of this Agreement.

12. Termination of Agreement

- a) This Agreement may be terminated, and the Account closed by the Account Holder at any time by notifying NCQP in writing via mail, fax, in-person, or online and paying all outstanding tolls, charges administrative fees and civil penalties. **Within one (1) business day from the date NCQP receives a request for termination, your Transponder(s) will be deactivated.**
- b) NCQP may terminate this Agreement at any time and for any reason by providing notice to the Account Holder via the preferred method of communication selected on Account opening. Said notice of termination need not be provided prior to termination of this Agreement but **MUST** be provided when the NC Quick Pass Transponder(s) is deactivated.

13. Governing Law, Venue, and Severability

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- b) The venue shall lie exclusively in the state of North Carolina.
- c) The invalidity of any portion of this Agreement shall not affect the enforceability of any portion of this Agreement, which shall remain in full force and effect.

14. Disclaimer

- a) To the extent permitted by law, NCQP disclaims any representation of warranty, expressed or implied, relating to the NC Quick Pass Transponders.
- b) NCQP is not liable for any third-party act taken by reason of the use or display of the 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 and hold harmless NCQP, 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) By accepting these Terms and Conditions, opening an Account, and making use of a NC Quick Pass Transponder, the Account Holder agrees to indemnify other participating toll facilities that accept the NC Quick Pass Transponder against all damage, loss, cost, expense, or liability that relates to the misuse or unauthorized use of the Transponder assigned to the Account.

15. Contact Information

Inquiries can be made:

Online ncquickpass.com/contact-us

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

Phone (877) 769-7277

Fax (919) 388-3279

Mail Correspondence and Payments can be mailed to P.O. Box 100020, Atlanta, GA 30348-0020

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