



Terms & Conditions - First Responder

These terms and conditions, together with your continued use of the toll facility, 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 First Responder account (hereinafter "Account") and the use of a NC Quick Pass 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, the Account Holder may use the vehicles registered on the Account ONLY on North Carolina toll facilities toll-free. Please read these terms and conditions and retain a copy for your records.

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.

Agreement – legally binding arrangement.

North Carolina 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.

1. General Information

- a) Failure to comply with this Agreement will result in suspension, penalties, or termination of the Account.
- b) A First Responder Account is only valid in North Carolina.
- c) 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 road and must adhere to all directions given by NCQP, its employees, agents, or assignees, and all North Carolina law enforcement officers.
- d) It is the responsibility of the Account Holder 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 toll invoice.

- e) All vehicles listed on the 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) 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, including noncompliance with these terms and conditions or the submission of false information.
- g) The Customer Service Fleet Specialist will communicate with the Account Holder through email. The Account Holder agrees that correspondence sent via the email address subsequently provided to NCQP constitutes official notice regarding the Account.
- h) By accepting these Terms and Conditions and opening an Account, 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. The sole purpose of said video recording and/or digital photography is to enable NCQP to monitor the use of all NC Quick Pass Transponders assigned to the Account and to detect violations of this Agreement.
- i) NCQP reserves the right to change these terms and conditions 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.

2. NC Quick Pass First Responder Accounts and Toll Discount

- a) A First Responder Account consists of Transponders and registered vehicle(s) that will use the Account.
- b) A First Responder 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.

3. 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 statements.

- 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.

4. Using the Transponder

- a) 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.
- b) The NC Quick Pass Transponder immediately becomes the property and responsibility of the Account Holder upon delivery.
- c) The NC Quick Pass Transponder must be properly affixed to the 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 may result in receiving a toll invoice.

5. 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.

6. Lost/Stolen Transponder, or Sold Vehicle

- a) If a NC Quick Pass Transponder is lost, if a vehicle that is registered to your Account is sold, or if a Transponder and/or vehicle is stolen, it is the responsibility of the Account Holder to notify NCQP immediately.
- b) 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.
- c) It is the responsibility of the Account Holder to remove any vehicle from the Account that has been sold or stolen.

- d) The Account Holder **WILL NOT** be liable for unauthorized use, including incurred tolls, fees, and/or charges, which occur **AFTER** notification of a loss or theft of a NC Quick Pass Transponder or the loss, theft, or sale of a vehicle.
- e) 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.
- f) The Account Holder is responsible for requesting a new Transponder.

7. 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.

8. Collection of Expenses

- b) 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 the Agreement.

9. 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 license plate(s) will be removed from the Account.**
- 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 upon the removal of your license plate(s).

10. 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.

11. Disclaimer

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

- b) NCQP 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 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 Account.
- 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.

12. 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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