



Terms & Conditions – NC Only Account

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 NC Only account (hereinafter "Account"). Subject to this Agreement, the Account Holder may use the vehicles listed on the Account **ONLY** on North Carolina 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 NC Only Account – a type of NC Quick Pass Account valid only for travel on North Carolina 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.

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

2. General Information

- a) A NC Only Account is only valid in North Carolina and cannot be used to receive discounted travel rates in other states.
- b) 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.
- c) 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.

- 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 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 listed, 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.
- f) 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.
- g) By accepting these Terms and Condition 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 charge for usage.
- h) 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.

3. NC Quick Pass NC Only Accounts and Toll Discount

- a) A NC Quick Pass NC Only Account consists of a list of license plates associated with the Account and a required prepaid account deposit.
- b) A NC Only Account can have unlimited vehicles assigned to it.
- c) No interest will be paid to the Account Holder on balances in the Account.
- d) Applicable tolls will be deducted from the Account each time the license plate is read on a NC 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/roads-rates/.

- e) If the Account reaches a balance below zero dollars (\$0.00), the Account will be suspended. Any subsequent tolls will be billed at the higher rate.
- f) If the Account is suspended, NCQP will provide notice via the preferred method of communication indicated on Account opening within 30 days of the suspension.
- g) 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 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 Payments

- a) An Account Holder must maintain sufficient funds to cover tolls and charges incurred. Each time a transaction 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 vehicles listed on the account. 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 credit card or 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.

For current payment options and locations, visit ncquickpass.com/payment-options/.

Account Prepaid Balance

The prepaid balance for a NC Only Account is \$10.00 for the first two (2) vehicles and \$10.00 for each additional vehicle. A NC Only Account is allowed unlimited vehicles assigned to it.

Threshold amounts

1. The threshold amount for a NC Only Account with automatic replenishment is 25% 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.
- c) There may be more than one replenishment transaction within a one (1) month period based upon usage.
 - d) A returned ACH fee will be charged when a payment by electronic check has been refused by a customer's bank.
 - e) NCQP will permit two (2) declined ACH fees per account per year after which time NCQP will not accept ACH payments on the Account.

7. 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.
- b) 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.
- c) A suspended Account **WILL** be reinstated once all unpaid balances are fully paid, and all toll invoices are paid in full.
- d) 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

8. 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 check fee and declined ACH fee is \$25.00.
- c) 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. Failure to pay an invoiced toll will result in additional charges, administrative fees, civil penalties, suspension of motor vehicle registration renewal, and/or suspension/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 check fee of \$25.00 will be charged for each returned check or declined ACH payment. NCQP will permit two (2) check returns or ACH declined payments per Account per year, after which time NCQP will no longer accept check or ACH payments for the Account.
- f) If a license plate is lost, or if a vehicle is sold or stolen, it is the responsibility of the Account Holder to notify NCQP immediately.
- g) 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, or sale of a vehicle.

- h) 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, or sale of a vehicle.
- i) 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 a 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.
- j) NCQP reserves the right to assess additional fees and change any listed fees in this Agreement at any time.
- k) 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.

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 the NC Quick Pass Account.

- b) The Account Holder agrees 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 the NC Quick Pass 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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