



Terms & Conditions – Transit/Government Accounts

These terms and conditions, together with your continued use of North Carolina toll facilities, constitute an Agreement between the Account Holder, the agency/business they represent, 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 Transit Account or Government Account (hereinafter collectively called "Account" or "Accounts") and the use of the NC Quick Pass Transponder. Subject to this Agreement, the Account Holder may use the NC Quick Pass Transponder on all North Carolina toll facilities. 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.

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.

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 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.

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

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

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

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) Accounts are only valid in North Carolina and cannot be used to pay for tolls 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 registered to 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, 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 NCQP 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 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 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 will be levied against the Account, and suspension/termination of the Account may occur.
- g) 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 facility. 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 for the purpose of toll collection, traffic monitoring, and to detect violations of this Agreement.
- 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 or the agency/business they represent does not agree with any changes made, the sole and exclusive remedy is to terminate the Account.

2. Communication

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

Account opening.

- b) By 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 NCQP concerning any dispute.

3. Account Information

- a) Account information includes:
 - 1. any information provided to NCQP on Account opening
 - 2. the amount and ID Number of all NC Quick Pass Transponders listed on the Account
 - 3. the 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. the photographs or video recordings of the vehicle(s) listed on the Account, or the individual operating said vehicle(s), and
 - 6. 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.

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

- c) 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.
- d) A suspended Account **WILL** be reinstated once all unpaid balances are fully paid, and all toll invoices are paid in full.
- e) A terminated Account will **NOT** 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.

5. 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 another. When a 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) 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) 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.
- 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 higher rate.
- e) The NC Quick Pass Transponder immediately becomes the property and responsibility of the Account Holder upon delivery.
- f) 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.
- g) If a NC Transponder cannot be read by a toll gantry, the license plate and vehicle 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.

- h) 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 at Account opening that the NC Quick Pass Transponder was affixed incorrectly or is potentially defective.
- i) 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.
- j) 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
- k) It is the responsibility of the Account Holder to remove any vehicle from the Account that has been sold or stolen.
- l) 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.
- m) The Account Holder **WILL** be liable for any incurred tolls, fees, and/or charges which occur **PRIOR** to notification of the loss or theft of a NC Quick Pass Transponder or the loss, theft, or sale of a vehicle.
- n) The Account Holder is responsible for requesting a new Transponder

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 Account opening.
- 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) 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 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.
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 a NC Quick Pass 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.

- f) NCQP reserves the right to assess additional fees. All fees listed in these terms and conditions are subject to change at any time.
- g) The Account Holder, and the agency/business they represent, are 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.

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 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.

8. 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.

9. Disclaimer

- a) To the extent permitted by law, NCQP disclaims any representations of warranty, expressed or implied, relating to 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.

10. 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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