

# **Bill by Email Terms & Conditions**

These terms and conditions for the Bill by Email program, constitute an AGREEMENT between you and the North Carolina Turnpike Authority (AUTHORITY) relating to the method of correspondence chosen to receive your NC Quick Pass bill (INVOICE). By enrolling in the Bill by Email program, you acknowledge that in accordance with G.S. 136-89.214: (1) you are the registered owner or the person who had care, custody, and control of the vehicle which traveled on a North Carolina toll facility; and (2) you request and consent to the AUTHORITY sending your INVOICE to a designated email address (EMAIL) rather than by mail. Please read these terms and conditions and keep them for your records.

#### 1. General Information

a) It is your responsibility to provide true, accurate, and complete EMAIL information to the AUTHORITY, and to always keep EMAIL information current. Updates can be made online, by phone, or in person at the NC Quick Pass Customer Service Center (CSC). You will be responsible for all errors, miscommunications, and other consequences due to inaccurate, outdated, or incomplete EMAIL information.

# 2. Responsibility of Email Notification

a) Any correspondence sent via EMAIL constitutes official notice to you regarding your INVOICE and your ACCOUNT. It is your responsibility to monitor your EMAIL for invoice activity to avoid incurring additional fees and civil penalties.

# 3. Responsibility of Email Access

a) It is your responsibility to ensure you have the appropriate hardware, software, and/or Internet access services to facilitate proper use of the Bill by Email program, and to notify the CSC should there be any difficulty in accessing your invoice.

# 4. Responsibility of Invoice Access

- a) It is your responsibility to pay your INVOICE and act upon applicable notices. The AUTHORITY is committed to ensuring your INVOICE and applicable notices are available. The AUTHORITY is not liable for non-receipt of an INVOICE due to:
  - bounced emails
  - full email boxes
  - 3. internet access problems
  - 4. network failures
  - any other delays or customer failures to receive an INVOICE electronically

#### 5. Termination of Agreement

 a) You may terminate enrollment in the Bill by Email program by opting out online at ncquickpass.com, after which the AUTHORITY will revert to sending your INVOICE by mail to the last mailing address in the AUTHORITY'S records.

#### 6. Request via Email

 a) Updates to EMAIL, enrollment, or termination requests may take up to ten (10) business days to be processed.

#### 7. Additional Fees

a) Failure to pay charges on your INVOICE may result in additional fees, civil penalties, suspension of motor vehicle registration renewal, or referral to a collection agency as provided under North Carolina Law.

## 8. Liability of NC Quick Pass Employees

- a) You expressly understand and agree that the AUTHORITY, including its officers, employees, and agents involved, directly or indirectly, in the operation of the Bill by Email program, shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including intangible losses resulting from:
  - 1. The use or the inability to use the Bill by Email program
  - 2. Unauthorized access to or alteration of your transmissions or data, statements or conduct of any third party
  - 3. Any other matter relating to the operation of the Bill by Email program

## 9. Updates to Terms & Conditions

a) The AUTHORITY reserves the right to change the terms and conditions of this AGREEMENT at any time by providing advance notice to you. 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 AUTHORITY toll roadways, or otherwise determined by the AUTHORITY. It is your responsibility to review the terms and conditions regularly. Your continued use of the Bill by Email program following notification of change to the terms and conditions of this AGREEMENT after the effective date constitutes an acceptance of the revised terms and conditions. If you do not agree to any such changes, your sole and exclusive remedy is to terminate your enrollment by opting out of the Bill by Email program.

## 10. Governing Law

a) This AGREEMENT shall be governed by and construed in accordance with the laws
of the State of North Carolina. Venue shall lie in Wake County, North Carolina.

# 11. Inquiries and Contact Information

Online 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

Phone (877) 769-7277

Fax (919) 388-3279

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