

Terms and Conditions

This is an appointment scheduling service provided free of charge to NTTA customers. In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Customer", "You" and "Your" refers to you, the person accessing this website and accepting the NTTA's terms and conditions. "NTTA", "Ourselves", "We" and "Us", refers to North Texas Tollway Authority. "Party", "Parties", or "Us", refers to both the Customer and NTTA, or either the Customer or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Customer in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Customer's needs in respect of provision of the NTTA's stated services/products, in accordance with and subject to, prevailing Texas Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within NTTA on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. State and federal laws have specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

Customer records are regarded as confidential and therefore will not be divulged to any third party, other than legally required to do so to the appropriate authorities. Customers have the right to request sight of, and copies of any and all Customer Records we keep, on the proviso that we are given reasonable notice of such a request. Customers are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate and pursuant to open governmental laws, we shall issue Customer's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by NTTA will only be in connection with the provision of agreed services and products. NTTA does reserve the right to use the contact information provided by you to contact you regarding collection of tolls and fees, notices to update your account, your account status, or any other notice required by law. Contacts may include emails, letters, automated phone calls or other reasonable means of contact.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, NTTA:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the NTTA's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised NTTA of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

NTTA does not however exclude liability for death or personal injury caused by its negligence for which immunity is waived under the Texas Tort Claims Act. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory legally applicable rights as a consumer are affected.

Cancellation Policy

Minimum 12 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone 'text message' and/or fax, or any other means will be accepted subject to confirmation in writing.

Availability

Unless otherwise stated, the services featured on this website are only available within the United States. All advertising is intended solely for the North Texas Region market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of NTTA. The NTTA does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify NTTA, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this NTTA on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Cookies

Like most interactive web sites NTTA's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website

We do not monitor or review the content of other party's websites which are linked to or from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. NTTA will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the NTTA's services and the full content of this website.

NTTA's logo is a registered trademark of NTTA in the United States and other countries. The brand names and specific services of NTTA featured on this web site are trademarked,

Communication

We have several different e-mail addresses for different queries. These, and other contact information, can be found on our **Contact Us** link on our website or via NTTA literature or via the NTTA's stated telephone, facsimile or mobile telephone numbers.

This NTTA is a regional tollway authority and political subdivision of the State of Texas with its principle office at 5900 W. Plano Parkway, Plano, Texas 75093.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any understanding or agreement contained herein.

General

The laws of the State of Texas govern these terms and conditions. By accessing this website and availing yourself of this service you consent to these terms and conditions and to the exclusive jurisdiction of the a court of competent jurisdiction in Collin County, Texas, in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of NTTA to enforce any of the provisions set out in these Terms and Conditions and any agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and authorised by a representative of NTTA.

Notification of Changes

The NTTA reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read these Terms and Conditions on a regular basis.

These terms and conditions form part of the agreement between the Customer and NTTA. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your applicable statutory consumer rights are unaffected.