

Website Terms of Use

Last Updated: March 31, 2025

The following terminology, whether capitalized or not, applies to these Terms of Use: "Customer", "You" and "Your" refers to you, the person accessing this website. "NTTA", "Ourselves", "We" and "Us", refer to the North Texas Tollway Authority. "Party" or "Parties" refers to both the Customer and NTTA, or either the Customer or ourselves.

Acceptance of the Terms of Use

These Terms of Use (the "Terms of Use") are entered into by and between You and NTTA. The following Terms of Use govern your access to and use of this website, all associated websites and web pages that are linked to this website and are owned and controlled by NTTA or its affiliates, and any of NTTA's applications (this website, all associated owned links, and NTTA's applications collectively, the "Website") including any content, functionality, and services offered on or through this Website.

Please read the Terms of Use carefully before You start to use the Website. You do not need to use the Website to utilize NTTA's services, access your account, or pay your bills (e.g., by phone and/or mail). **By using the Website, You accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.ntta.org/privacy-policy>, incorporated herein by reference.** IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE. You do not need to use the Website to access NTTA tollroads.

Changes to Terms of Use

We may revise or update these Terms of Use at any time at our sole discretion. All changes are effective immediately once posted, and apply to access to and use of the Website thereafter. Your continued use of the Website following the posting of changes will mean that You accept and agree to the changes. You are encouraged to periodically review these Terms of Use for updates, as they are binding on You.

Copyright Notice

All content included in or made available through the Website, such as text, graphics, icons, software, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content") is the exclusive property of NTTA or its content suppliers and is protected by the various applicable trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. All rights not expressly granted to You in this Terms of Use are reserved and retained by NTTA or its licensors, suppliers, publishers, rightsholders, or other content providers.

Your Use of the Website and Violation of these Terms of Use

You may use the Website only for lawful purposes that are in accordance with these Terms of Use. You may not use the Website or any Content for any prohibited purpose, or to solicit the performance of any illegal activity or other activity which infringes the rights of NTTA or others. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any NTTA server, or to any of the services offered on or through the Website. You may not hack, password mine, or use any other illegitimate means in connection with Your use or access of the Website. You may not attempt to copy, change, alter, or otherwise attempt to modify the Website or these Terms of Use.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

NTTA may, in its sole discretion and without prior notice, terminate your access to the Website and/or block your future access to the Website if we determine that You have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Website or if requested by law enforcement or other governmental agencies. You also agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to NTTA, for which monetary damages would be inadequate, and you consent to NTTA obtaining any injunctive or equitable relief that NTTA deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies NTTA may have at law or in equity.

If NTTA does take any legal action against you as a result of your violation of these Terms of Use, NTTA will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to NTTA. NTTA will not be liable to you or to any third party for termination of your access to the Website as a result of any violation of these Terms of Use.

Accounts, Passwords, and Security

Certain features or services offered on or through the Website may require you to open an account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account and for any and all activity that occurs under your account as a result of any failure to keep this information secure and confidential. You agree to notify NTTA immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by NTTA or another party due to someone else using your password or account.

Text Messaging Communications Terms

By registering for a TollTag or ZipCash account, you will be eligible to opt in to receive text message communications (SMS or MMS) to your mobile number regarding account notifications, statement ready notifications, and marketing communications. By opting in to receive text messages, you agree to receive automated messages from NTTA to the mobile number provided to NTTA and confirm that you are the authorized user of the mobile number provided or have the consent of the authorized user to receive messages at that number. You are responsible for ensuring that the contact information associated with your account remains accurate and up to date. If your information changes, you must promptly notify NTTA by updating your account profile through the Website or by contacting NTTA customer service.

You are not required to grant consent to receive text message communications as a condition of obtaining services from NTTA.

You may opt out of receiving text messages at any time by replying STOP to any NTTA text message communication or by updating your communications preferences through the Website. Once you opt out, you will receive a text message to confirm your opt out preference has been processed. Opting out of text message communications may limit your ability to receive timely information related to your toll account. For help with text messaging communications, reply HELP to any NTTA text message communication or contact customer service at 972-818-NTTA (6882).

You understand that message and data rates may apply depending on your mobile carrier and plan. Message frequency may vary depending on your activity, preferences, and type of account. NTTA is not responsible for any charges incurred from your wireless service provider. Wireless carriers are not responsible for delayed or undelivered messages.

Privacy

Our [Privacy Policy](#) governs Your use of the Website. By using the Website, you consent to all actions taken by NTTA with respect to your information in compliance with our Privacy Policy.

Links to External Sites

The Website may contain links to other independent third-party web sites ("Linked Sites"). The Linked Sites are not under the control of NTTA, and NTTA is not responsible for and does not endorse the contents or policies of any Linked Site or any of their links.

Website Content and Disclaimer of Warranties

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOUR RELIANCE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. WE DISCLAIM ANY AND ALL LIABILITY AND RESPONSIBILITY ARISING FROM YOUR RELIANCE ON SUCH MATERIALS OR ANY OTHER VISITOR TO THE WEBSITE OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS. NTTA DISCLAIMS THAT THE WEBSITE OR ANY OF ITS CONTENT, SERVICE, OR FEATURE WILL BE ERROR-FREE, UNINTERRUPTED, CURRENT, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. NTTA DISCLAIMS: ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY OF OUR SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST NTTA FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THESE DISCLAIMERS AND THE LIMITATION OF LIABILITY BELOW ARE AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL NTTA, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU FOR COSTS OR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF NTTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NTTA does not charge a fee for Your use of the Website, and NTTA's liability to You, if any, that arise from or relate to Your use, access, or reliance of the Website, is zero. NTTA is not responsible or liable to you or any third party, for the content or accuracy of any materials provided by NTTA or any third parties.

Indemnity

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD NTTA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES, HARMLESS FROM ANY DEMANDS, LIABILITY, CLAIMS OR EXPENSES (INCLUDING ATTORNEYS' FEES), MADE AGAINST NTTA BY ANY THIRD PARTY THAT ARISE OUT OF OR RELATES TO YOUR USE OF THE WEBSITE OR A VIOLATION OF THESE TERMS OF USE.

Governing Law; Dispute Resolution

All matters and disputes relating to or arising from the Website and these Terms of Use will be exclusively governed by the laws and regulations of the State of Texas without regard to any choice or conflict of laws provision or rule and will be exclusively adjudicated by the courts located in Collin County, Texas.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN SIX MONTHS AFTER THE CAUSE OF ACTION ARISES, OR SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

Any failure of NTTA to assert a provision or right under these Terms of Use shall not be construed as a waiver of such provision or right. Further, any course of conduct between NTTA and You or any other party shall not be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary such that the remaining provisions of these Terms of Use will remain in full force and effect.

Contact Us

If You have any questions or concerns about our Terms of Use or Privacy Policy, please contact us at 972-818-NTTA (6882).