



User Agreement

1. Definitions & Description

- a. Account - See "DriveKS"
- b. Authorized Facilities - Toll Facilities owned and operated by an agency other than the Kansas Turnpike Authority (KTA) that allows for the use of a KTAG transponder for customer identification and billing purposes.
- c. Customer Established DriveKS Account – The account created when a customer provides vehicle, personal and financial information that allows their vehicles to be identified and tolls to be paid.
- d. DriveKS - The account system used by the KTA to bill tolls incurred on Kansas or Interoperable Toll Facilities in other states.
- e. Image-Based Rate (IBR) - The toll rate charged for IBTs; this rate is the highest toll rate for a Toll Zone.
- f. Image-Based Transaction (IBT) - Transactions created when no valid, compatible transponder is detected in the vehicle and the customer or Account is identified using images of the vehicle license plate.
- g. Compatibility - The ability for customers to use their transponder(s) and/or license plate(s) associated with their DriveKS account for travel on Toll Facilities that are not operated by the KTA and have the tolls charged to their DriveKS account.
- h. iToll - An IBT where the license plate is associated with a valid transponder that is posted to a DriveKS account at the TBR.
- i. Registered Owner of Vehicle (ROV) - The person or entity that is on the government records as being the legal owner of a motor vehicle.
- j. Specialty Windshield - Vehicle windshield that may have been manufactured with special materials that interfere with transponder usage (see vehicle's owner manual for proper transponder placement).
- k. System Established DriveKS Account – The account created utilizing the ROV information based upon an image taken of the license plate on a vehicle passing under a Toll Zone.
- l. Transponder – A device attached, as specified by KTA, to a vehicle and used to identify said vehicle as it travels under electronic toll collection equipment.
- m. Transponder-Based Rate (TBR) - The toll rate charged for TBTs; this rate is typically the lowest toll rate for a Toll Zone.
- n. Transponder-Based Transaction (TBT) - Transactions created when a valid, compatible transponder is detected in the vehicle and the Customer or Account is identified using the transponder information.

2. General

- a. The laws of the State of Kansas govern this Agreement.
- b. If any part of this Agreement is determined invalid, all other provisions remain in full force and effect.
- c. Kansas law states that the Registered Owner of Vehicle (ROV) driven on a tolled facility in the State of Kansas shall pay all tolls associated with that vehicle's travel on a tolled facility. (K.S.A. 68-2020a)
- d. A DriveKS account is the mechanism used by the Kansas Turnpike Authority ("KTA") to bill and collect tolls and, when applicable, fees.
 - i. DriveKS accounts can be created in two ways: by the customer or by the toll system.



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- ii. All DriveKS account holders are responsible to pay all tolls and fees, including fees assessed by third parties hired by KTA to enforce the collection of unpaid tolls and fees, regardless of whether they are System Established or Customer Established.
 - iii. A detailed matching matrix is used to determine where a new transaction should be posted. If the ROV information matches with an existing account, the transaction will be applied toward that account and the account holder will be notified on the statement. If the ROV information does not sufficiently match an existing account, a new System Established Account will be created.
- e. Toll rates and fees in effect are posted on KTA-managed web sites.
 - i. Toll rates are based upon the type of transaction (TBT or IBT) and axle count.
 - ii. Vehicles identified by license plate and ROV information will pay the Image Based Rate (IBR).
 - iii. Vehicles identified by transponder will pay the Transponder Based Rate (TBR).
 - iv. If a customer's transponder repeatedly fails to read and the transactions are processed as IBTs, the customer will be charged the TBR and will be notified. If the issue is not resolved within the specific timeframe, the customer will be charged the IBR for any future IBTs.
- f. The KTA is committed to maintaining customer privacy and the security of personal information. Additional information is available in [KTA's Privacy Statement](#).

3. System Established Accounts

- a. Toll transactions for System Established Accounts are created utilizing an image taken of a license plate and ROV information; subsequent transactions are matched to license plate information already on the account.
- b. Customers can convert System Established Accounts to Customer Established Accounts by verifying and/or adding contact information and adding a payment method to allow automatic payment of tolls.

4. Customer Established Accounts

- a. Customers must provide, maintain and update all account information, including vehicle and license plate information, payment method, billing address, email address, and phone number.
- b. For security purposes, a personal identification number (PIN) must be established and used to securely access account information.
- c. Toll transactions for Customer Established Accounts are made either by identifying a valid, compatible transponder or utilizing an image taken of a license plate and matching it to license plate information already on the account.
- d. Customers must use a transponder and attach it to the vehicle consistent with instructions provided in order to pay the TBR.
- e. Specialty windshields that interfere with the transponder may result in the IBR. Customers should refer to their vehicle's manual for guidance on proper transponder placement.



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- f. Customers must notify KTA when a transponder(s) assigned to their Account is no longer in their possession, including if the vehicle is totaled in a crash. Customers are responsible for all tolls until KTA is notified.
- g. Customers may add license plate to their Account for short-term usage (e.g.: rental cars or visitors) and agree to pay tolls associated with these license plates for the entirety of their duration on the Account. It is the customers' responsibility to remove such license plate information from their account when the license plate is no longer in use by the customer.

5. Compatibility with Authorized Facilities

- a. Customer Established Accounts that are in good standing and do not have a delinquent balance are eligible for compatibility with toll facilities in other states. System Established Accounts are not eligible for compatibility.
- b. For the purposes of compatibility, transponder and license plate information is shared by KTA with Authorized Facilities.
- c. For a complete listing of Authorized Facilities, visit DriveKS.com.
- d. Customer agrees to notify KTA within 60 days of any billing issues related to tolls on an Authorized Facility.
- e. In the event of a dispute or other inquiry, customer contact information may be shared with compatible facilities.
- f. Kansas specialty license plates will not be shared with Authorized Facilities due to Kansas' duplication of plate numbers. Specialty plates cannot be relied on as backup for a transponder on Authorized Facilities. These customers may receive bills from Authorized Facilities and should contact KTA for resolution.
- g. Customer agrees to abide by the rules and regulations of any Authorized Facility that they use.

6. Monthly Billing, Payment Options & Financial Policies

- a. Customer agrees to pay tolls according to the payment terms stated on the monthly billing statement.
- b. If an account is past due and the customer continues to drive the vehicle(s) associated with past due tolls on a Kansas toll facility (with or without a transponder), transactions will be posted to the account at the IBR, even if a transponder is detected in the vehicle.
- c. Payment methods available to all customers include all options advertised on the DriveKS toll statement and web site, via the DriveKS payment system, by mail or in person at a DriveKS customer service center (CSC). Hours of operation and locations of DriveKS CSCs can be found at www.DriveKS.com.
- d. Customer is responsible for tolls and fees accrued on their account, even if KTA receives non-sufficient fund check or returned ACH from customer's bank or if there is a chargeback processed against the credit card payment.
- e. Fees that may be assessed include non-sufficient funds, declined payment, printed statement and/or late fees.
- f. KTA may attempt to collect unpaid tolls and fees that are past due using all legally authorized methods, including using third-party collection agency, civil lawsuits, Kansas' debt set-off program and/or vehicle registration hold.
- g. Customers agree to pay all costs, including attorney fees, incurred by KTA to enforce this agreement.

7. Disputes



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- a. Disputes may be made at www.DriveKS.com or by contacting the DriveKS CSC. The customer is responsible for reporting any discrepancies with a DriveKS monthly billing statement within 60 days of the date of travel on a Kansas toll facility. See Compatibility section for information on disputing travel on Authorized Facilities.
- b. Allowable dispute reasons can be found at www.DriveKS.com.
- c. All disputes are subject to review and may require additional documentation from the customer.

8. Account Closure

- a. Customer may close a Customer Established Account by contacting the DriveKS CSC.
- b. Account will close once all tolls and fees have been posted to the account and paid for by the customer.
- c. If a customer requests their account to be closed but continues to drive on a Kansas toll facility, a new account will be opened based upon ROV information.

9. Inquiries and Contact Information

- a. Online:
<http://www.driveks.com/>
- b. Mail:
Payments should be mailed to
Kansas Turnpike Authority
PO Box 803311
Kansas City, MO 64180-3311

All other inquiries or documentation should be mailed to
Kansas Turnpike Authority
9401 E Kellogg
Wichita KS 67207

- c. In-person customer service is available at
9401 E Kellogg Dr 3918 SW Topeka Blvd 1035 N 3rd St, Suite 102
Wichita KS 67207 Topeka KS 66609 Lawrence KS 66044
- d. Phone:
Customer Service can be reached at 316-652-2650 or 1-800-USE-KTAG.