

TERMS & CONDITIONS OF THE SUPPLY AND USE OF TAGS SUPPLIED BY easytrip.
AGREEMENT FOR PRE-PAID PRIVATE AND BUSINESS CUSTOMERS

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These Terms and Conditions set out the agreement between you (the "Customer") and easytrip, to trade as easytrip, (description of easytrip's activity) (the "Service Provider") in relation to the supply and use of the Tag, ("the Agreement").

1 DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

"Account" means the Customer's account with the Service Provider to be used only by the Service Provider with respect to its Services;

"Account Application Form" means the application form (paper form or online) available at the Service Provider's Points of Sales, on the Service Provider's website and by post (upon request) to be completed by the Customer prior to opening an Account;

"Administrative Monthly Fee" means an amount (plus the VAT) charged to the Customer once per month per Account for the maintenance of the Account and the insurance of the Tag(s) in accordance with clause 7.3 of this Agreement;

"Automatic Replenishment" means an automatic credit of the Account by direct debit of the Customer's bank account or by a debit of his/her credit card or debit card (Laser) pursuant to the Mandatory Mandate given from the Customer to the Service Provider;

"Agreement" means the agreement between the Service Provider and the Customer for the maintenance of an Account and for the use of the Tag(s) by the Customer on the terms and conditions set out herein, together with the Account Application Form. The Agreement is only available in the English language;

"Black-List" means the list encompassing Tags for which there has been an occurrence of a Black-Listing Event to be sent to the Information Exchange Agent and to the easytrip electronic equipment in the Car-Parks by the Service Provider at least once an hour;

"Black-Listing Event" means an event leading to the inclusion of the Tag on the Black-List pursuant clause 10;

"Car-Park" means any of the car park zones indicated on the webpage of the Service Provider. The list of compatible car park zones published on the webpage of the Service Provider may be updated by the Service Provider from time to time;

"Car-Park fees" means the fees payable to the Service Provider in respect of the use of a Car- Park which fees may be calculated by reference to the particular class to which a Customer's vehicle belongs. Car-Park fees may diverge from one Car-Park to another;

"Chosen Top-Up Amount" means the top-up amount indicated by the Customer in the Account Application Form which is equal or superior to the Minimum Top-Up Amount and that is automatically drawn from the Customer's bank account pursuant to the Mandatory Mandate each time the Minimum Low Balance Level is reached;

"Class of Vehicle" means the class to which the vehicle used by the Customer on the Toll Road or in Car-Parks relates, encompassing classes 2 to 8 being Class 1 Motorcycle, Class 2 Car, Class 3 Bus (25 Seat), Class 4 Bus (25 seat), Class 5 L.G.V, Class 6 H.G.V. 2 Axle, Class 7 H.G.V 3 Axle, Class 8 H.G.V 4 Axle.

"Consumer" has the meaning set out in Section 3 of the Sale of Goods and Supply of Services Act, 1980;

"Compatibility" means that a Customer using Car-Parks and holding a Tag will be able to access the Car-Parks. The correspondent Car-Park fees will be charged to the Customer by easytrip;

"Customer" means the person issued with an Account number and associated Tag(s) by the Service Provider, being a natural person or a corporation who contracts with the Service Provider in the course of its business activities;

"Customer Guide" means the instructions for the installation and use of the Tag enclosed with the packaging for the Tag and as may be amended by the Service Provider from time to time and notified to the Customer

"ETC" means Electronic Toll Collection;

"Inter-operability" means that a Customer using a Toll Road and holding a Tag will be able to effect the discharge of a Toll by means of ETC on the Toll Road of all operators in Ireland who are members of the Information Exchange Agent using a single Tag, regardless the issuer of that Tag;

"Mandatory Mandate" means a direct debit or a debit from the Customer's credit card or debit card (Laser) and other continuous mandatory authority mandate authorising the automatic payment to the Service Provider of a sum of money;

"Minimum Low Balance Level" means the minimum amount of twelve euros (12 €) –VAT exclusive- per Tag that the Customer must maintain on his account at all times;

"Minimum Top-Up Amount" means the minimum amount of thirty-six euros (36 €) –VAT exclusive- per Account that is automatically drawn from the Customer's bank account pursuant to the Mandatory Mandate each time the Minimum Low Balance Level is reached;

"Misuse" means the Customer's failure to act in accordance with the provisions of clause 3.2, including such other acts or omissions that the Service Provider may specify and notify to Customers from time to time;

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“Payment” means the payment by the Customer to the Service Provider using the stated Payment Method;

“Payment Method” means a payment by the Customer to the Service Provider made by credit card, debit cards (Laser) and direct debit; cash is only accepted at the Service Provider’s Points of Sale; cash and cheques are only accepted at the opening of the Account;

“Permitted User” means any person permitted by the Customer to use the Customer’s Tag(s);

“Positive Balance” means the advance of money on the Account held by the Service Provider for its Services to be provided to the Customer;

“Prepayment” means the method pursuant to which the Customer pays the Toll with the positive balance of his Account that should not be equal or inferior to the Minimum Low Balance Level;

“Product” means one of the three following products made available by the Service Provider to the Customers: combined tolling and parking services; tolling only services; and parking only services;

“Rejected Payment” means a Payment which is rejected for any reason and not received by the Service Provider;

“Roaming Fee” means the Inter-operability management fee payable to the Service Provider by the Customer, which may be increased at any time;

“Services” means the Services to be provided by the Service Provider under the Agreement including but not limited to the provision of Tags, Compatibility and Inter-operability;

“Service Provider’s Points of Sales” means the points of sale of the Service Provider;

“Service Provider’s Call Centre” means the call centre of the Service Provider;

“Statement” means the monthly Account statement showing amounts of the transactions done by the Customer including the amount of Tolls, Car-Park fees, Administrative Monthly Fee and all sums charged by the Service Provider (including the Roaming Fees when applicable) and such other information as the Service Provider may deem appropriate from time to time;

“Tag” means the device to be affixed to the Customer’s vehicle pursuant to the Customer Guide to facilitate the identification of the Customer under the terms of the Agreement in respect of the use of one or more Toll Road and/or one or more Car-Parks;

“Tag ID” means the identification number attributed to each Tag delivered to the Customer,

“Tag Purchase Cost” means the price of the Tag pursuant to clause 7 in case the Customer chooses to purchase a Tag(s) and not to rent Tag(s);

“Toll Bye-laws” means the bye-laws made pursuant to the Roads Act, 1993 in respect of any Toll Scheme;

“Toll” means the tolls leviable by any operator of a Toll Road under the terms of the relevant Toll Bye-laws and/or toll or charge payable in respect of the use of a Toll Road which tolls will be calculated by reference to the particular class to which a Customer’s vehicle belongs. The term
“Tolls” shall be construed accordingly;

“Toll Road” means any Toll Scheme or other service which may be used or accessed with a Tag associated to roads operated by operators which are members of the Information Exchange Agent;

“Toll Scheme” means any toll scheme operated in accordance with the Roads Act, 1993.

“Transaction Fee” All Car-Park fees, Toll’s or other charges which can be discharged using an Easytrip tag.

1.2 References to statutes or statutory provisions or regulations include references to any orders or regulations made there under and references to any statute, statutory provision, orders or regulations made there under include that statute, statutory provision, order or regulation as amended, modified, reenacted or replaced from time to time. References to persons shall mean natural person and exclude bodies corporate and unincorporated, associations and partnerships. References to the masculine gender shall, unless the context otherwise requires, include the feminine gender and vice-versa. References to cent, euro or €, shall mean the lawful currency for the time being of Ireland. Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall be ignored in construing it.

2 SUBSCRIPTION

2.1 A Customer shall apply to the Service Provider, using an Account Application Form for the opening of an Account. An Account Application Form may be obtained from the Service Provider’s website, by postal application to the Service Provider’s address or at the Service Provider’s Points of Sale. The Customer shall specify in the Account Application Form details relating to the proposed Payment Method, to the Mandatory Mandate, the proposed Products, the purchase or the rent of the Tag and to the vehicle on which he/she will install the Tag.

2.2 The Service Provider reserves the right to refuse any application for an Account and shall notify it to the Customer.

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2.3 Where an account is opened as a result of a telephone conversation and the Service Provider furnished the Customer with a Tag, the Customer will be deemed to have agreed to the Terms and Conditions of Easytrip the first time the Customer uses the Tag.

3 SUPPLY AND USE OF THE TAG

3.1 Conditions for the supply of the Tag by the Service Provider

Once the Account Application Form has been accepted by the Service Provider and the Minimum Low Balance Level, the Chosen Top-Up Amount and in case of the purchase of the Tag the Tag Purchase Cost then payable are received by the Service Provider, the Service Provider will issue the Tag(s) directly to the Customer at the Service Provider's Points of Sale or post the Tag(s) to the address provided on the Customer's Account Application Form (or any other address as later notified by the Customer to the Service Provider). The Service Provider will not be liable to the Customer for any compensation by reason that it is unable to supply the Customer with a Tag.

3.2 USE OF THE TAG

3.2.1 Subject to clause 3.1, the Service Provider shall provide the Customer with the Tag and the Customer shall:

- a) Install and use the Tag in the vehicle in accordance with the Service Provider's instructions detailed in the Customer Guide and in accordance with the Agreement;
- b) The User shall only use the Tag for the Vehicle(s) listed and assigned to EACH Tag and in respect of which the Tag was ISSUED.
- c) Not transfer, sell, dispose of, damage or tamper with the Tag or use the Tag fraudulently or illegally.
- d) Exercise all possible care to ensure that the Tag is not lost, stolen or Misused; and
- e) Give the Service Provider all information in his/her possession regarding any loss, theft or Misuse of the Tag and take all steps the Service Provider deems necessary to assist the recovery of the Tag.

3.2.2 The Customer may allow a Permitted User to use the Tag subject to the terms of this Agreement which shall be brought to the attention of any Permitted User by the Customer. The Customer remains responsible for any use made of the Tag by a Permitted User. The Customer shall not do anything or permit anything to be done which may constitute a Misuse of the Tag. The use of the Tag by the Customer or any Permitted User is solely at the risk of the Customer. Each Tag is issued in respect of an individual vehicle. No Tag may be moved to any other vehicle without first notifying Easytrip and receiving their agreement to the movement of the Tag.

3.2.3 The Tag may serve only as a mean of identification of the Customer on Toll Roads and Car-Parks to be conducted exclusively by the Service Provider in accordance with the conditions applying generally to the use of Toll Roads and Car-Parks. The Customer acknowledges that for the Tag to operate correctly, it must be installed in accordance with the Service Provider's instructions included in the Customer Guide and that the failure to properly install the Tag will prevent it from operating properly. The Service Provider shall not be responsible for the Customer's failure to install the Tag properly.

3.3 REPLACEMENT OF DEFECTIVE TAGS

3.3.1 The Customer shall be responsible for notifying the Service Provider of a malfunctioning or defective Tag. The Customer shall bring the defective Tag to one of the Service Provider's Points of Sale or send it to the Service Provider via post with receipt of acknowledgment. The agents of the Service Provider will acknowledge the receipt of the Tag by exchanging it at the Service Provider's Points of Sale when so agreed by prior arrangement between the parties or sending a new one by post to the address of the Customer as indicated in the Account Application Form (or any other address as later notified to the Service Provider). A malfunctioning or defective Tag that, in the opinion of the Service Provider, is defective for reasons other than Misuse by the Customer shall be replaced at no cost to the Customer.

3.3.2 To the extent required by the Service Provider, a Tag may be tested at the Service Provider's office to determine if it is functioning properly. The precedent Tag ID will be removed from the Black List if it was previously on it and the Tag ID associated to the Account will be changed.

3.3.3 Defective Tags, which were originally sold to a Customer, are covered under warranty for a period of one year from the date that the Tag is assigned to the Customer account.

4 NOTIFICATION OF DAMAGED/LOST/STOLEN TAGS

4.1 In the event that a Tag is damaged, lost or stolen the Customer must immediately notify the Service Provider by telephone by calling the Service Provider Call Centre on + 353 1890 67 67 68, by fax on +353 1 861 3250 (lines open during office hours) (or such other numbers as notified from time to time) or on the Service Provider's website, to be confirmed in writing pursuant clause 18. Until the Service Provider receives such confirmed notification, the Customer will remain liable for any use of the Tag. After the Service Provider receives such confirmed notification, the Customer's liability for any subsequent Misuse of the Tag will cease.

4.2 If the Tag previously notified as lost or stolen pursuant to clause 4.1 is retrieved, the Tag must be returned to the Service Provider pursuant to Clause 12 of this Agreement.

4.3 Following notification to the Service Provider in accordance with Clause 4.1 above, the Service Provider shall black-list the Tag by including the Tag ID in the Black-List.

4.4 In the event that either a leased Tag or a purchased Tag is damaged, lost or stolen, or the warranty period for a purchased Tag has expired, the Customer shall be entitled to a replacement Tag and shall be charged for both the replacement of the Tag and the associated administration fee.

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5 MISUSE OF THE TAG

In the event that the Service Provider is of the opinion that a Tag is or has been subject to Misuse, the Service Provider will be entitled to black-list the Tag by including the Tag ID in the Black-List so that no further use may be made of the Tag. The Service Provider shall not be liable to the Customer for any deactivation of the Tag due to any actual or reasonably suspected Misuse of the Tag.

6 PREPAYMENT ACCOUNT

6.1 The Customer is able to open a Prepayment Account by filling in an Account Application Form which can be obtained at the Service Provider's Points of Sale, by post or online via the Service Provider's website. The Account is effectively opened once the Account Application Form has been accepted by the Service Provider pursuant article 6.2.

6.2 The acceptance of an Account Application Form by the Service Provider is subject to receipt by the Service Provider of the Minimum Low Balance Level, the Chosen Top-Up Amount and in case of the purchase of the Tag the Tag Purchase Cost then payable. Once the Minimum Low Balance Level, the Chosen Top-Up Amount and in case of the purchase of the Tag the Tag Purchase Cost then payable are received by the Service Provider and the Account Application Form has been accepted by the Service Provider, the Service Provider will issue the Tag directly to the Customer at the Service Provider's Points of Sale or post the Tag to the address provided on the Customer's Account Application Form (or any other address as later notified to the Service Provider). The Service Provider will endeavour to complete the application processing within five (5) working days from acceptance of the Account Application Form.

6.3 The Customer acknowledges that:

- (a) at the opening of an Account, the Customer shall pay the Minimum Low Balance Level, the Chosen Top-Up Amount by a Payment Method and in case of the purchase of the Tag the Tag Purchase Cost ; and
- (b) the Administrative Monthly Fee will be automatically charged pursuant to the Mandatory Mandate during each calendar month; and
- (c) after the Payment of the Chosen Top-Up Amount at the opening of an Account, the Chosen Top-Up Amount will be automatically replenished pursuant to the Mandatory Mandate; and
- (d) Upon request, the Customer can receive by email free of charge a warning each time the Low Balance Level is reached on the Customer's Account. If the Customer chooses to receive this warning by SMS, an amount of fifteen cents (15 cts) shall be paid automatically to the Service Provider pursuant to the Mandatory Mandate in addition to the amount to be paid pursuant to 6.3 (b); and
- (e) the Tolls and Car-Park fees will be payable through the identification of the Customer by the Tag pursuant to clause 3.2.3 of this Agreement following each time a Customer uses a Toll Road or a Car-Park; and
- (f) the Toll and the Car-Park fees payable in respect of the use of any Toll Road or Car-Park may be increased from time to time and any such increases shall become immediately binding upon him/her; and
- (g) if he/she cancels or alters his/her Payments or his/her Mandatory Mandate he/she shall within twenty-four (24) hours notify the Service Provider of such cancellation, alteration or intention; and
- (h) he/she is not entitled to interest on any sums received by the Service Provider pursuant to the Agreement hereof; and
- (i) he/she must notify the Service Provider of any change of vehicle classification or of his/her name or address or registered office, as the case may be within seven (7) days of the occurrence of the change; and
- (j) he/she must notify the Service Provider of any changes with respect to his/her credit card details and/or account information and/or debit card information as set out in the Account Application Form; and
- (k) in the event the Customer uses its Tag with vehicles of a different Class of Vehicle from the Class of Vehicle indicated on the Account Application Form, the Service Provider will charge the Customer the Tolls and Car-Park fees depending on the Class of Vehicle to which the Tag relates when used.

6.4 The Customer acknowledges that with respect to Inter-operability and Compatibility:

- (a) he/she will be able to effect the discharge of a Toll by means of ETC in respect of Toll Roads unless he/she has chosen the parking only services Product; and
- (b) he/she will be able to pay the Car-Park fees for the Car-Parks unless he/she has chosen the tolling only services Product; and
- (c) he/she will be able to alter the chosen Products at any time by amending the Account status and the amendments will be effective within twenty-four (24) hours; and
- (d) the Service Provider shall be entitled to payment of the Toll and the Car-Park fees in accordance with clause 6; and
- (e) the Service Provider shall also be entitled to payment of the Roaming Fee; and
- (f) in the event that a Customer purchases a tag from another service provider or operator and wishes to use in the same vehicle this tag together with a Tag, the Service Provider cannot be responsible of any dysfunction of neither the Tag nor the other tag.

6.5 Easytrip reserves the right to change payment settings on a Customer account. The top up amount and replenishment trigger level should, as a minimum, equal an average of 2 weeks of all transactions on the account.

7 PAYMENT OF TOLL, CAR-PARK FEES AND CHARGES

7.1 The Service Provider shall be entitled to a Payment in respect of Toll, Car-Park fees, Roaming fee, and any other sum and charge due to it pursuant to the Agreement and clause 6 in particular. It should be noted that The Service Provider does not determine the vehicle classification, Toll and/or Car-Park fees charged at the Toll Roads and/or Car Parks. Charges are determined by the operators of the Toll Roads and/or Car Parks in accordance with either the relevant Toll Bye-Laws or the car park operator whichever is applicable. The Customer acknowledges that the VAT in respect of Toll is collected by the Service Provider on behalf of Toll Road operators.

7.2 In case of the purchase of the Tag, for the cost of the Tag please see schedule of charges at www.easytrip.ie for further details.

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7.3 The Administrative Monthly Fee is calculated pursuant to the table indicated on the webpage of the Service Provider to be updated from time to time by the Service Provider.

7.4 The Service Provider shall provide a Statement to the Customer setting out the transaction history. The charges applicable to the provision of such Statement vary depending on the form of the Statement requested by the Customer as specified in the Account Application Form. Upon request, the Customer may obtain a paper copy of any Statement at an additional charge (see schedule of charges at www.easytrip.ie for further details) to be paid by the Customer to the Service Provider together with the Administrative Monthly fee pursuant to 6.3 (b) each calendar month.

7.5 Each time a Tag is used on a Toll Road or in a Car-Park, whether by the Customer or by anyone else, authorised or not, the Toll is to be paid by the Customer. Should the Tag fail to properly discharge the Toll or Car-Park fees at the Toll Road or Car-Park for any reason, the Toll Road or Car-Park operator may request the Customer to discharge the Toll or Car-Park fees by cash or CREDIT CARD (OR OTHER MEANS OF PAYMENT).

7.6 Where a Rejected Payment occurs, at the opening of an Account (rejected cheque) this is treated as a Black-Listed Event pursuant to clause 10.

7.7 Easytrip must be notified of any dispute(s) of Transaction Fees appearing on a Customer account immediately but no later than sixty (60) days of the charge being applied to the Customer account. All disputes are subject to a review and approval by the respective toll-road operator, Car-Park OPERATOR OR OTHER OPERATOR and Easytrip may require additional documentation or evidence from the Customer.

7.8 Easytrip reserves the right to apply a credit card charge transaction fee at any time.

7.9 Easytrip reserves the right to apply a direct debit decline fee at any time.

7.10 There is a higher monthly administration fee applied to accounts where the Customer has leased their Tag than there is for the Customer who has purchased their Tag. If a Customer changes from Leasing their Tag and Purchases same, the new lower rate of monthly administration fee shall apply from the month after the Purchase of the Tag.

8 CANCELLATION OF THE ACCOUNT BY A CUSTOMER BEING A CONSUMER

Where a Customer is a Consumer, he or she is entitled to exercise a statutory right of cancellation of his/her order and cancel the Agreement within ten (10) days of the opening of an Account by notifying the Service Provider. Where the right of cancellation applies and is exercised by the Customer, the Customer will return the Tag to the Service Provider within ten (10) days in its original packaging and at the cost of the Customer to the Service Provider at the Service Provider's Point of Sale. Upon receipt of the returned Tag, the Service Provider will reimburse the Minimum Low Balance Level, the Chosen Top-Up Amount and the Tag Purchase Cost in case of a purchased Tag. However, where the Tag is used within the ten (10) day period, the Customer shall not be entitled to exercise his/her right to cancel the Agreement.

9 BLACK-LISTING

9.1 The following events shall be considered as Black-Listing Events:

- (a) The Minimum Low Balance Level is reached and there is a failure of the Automatic Replenishment by the Service Provider of the Customer's Account when the Minimum Low Balance Level is reached; or
- (b) Rejected Payment at the opening of an Account pursuant to clause 7.6; or
- (c) Un-notified change or update of credit card, debit card (Laser) or bank account details by the Customer and/or by the Bank; or
- (d) Stolen, lost or damaged Tag pursuant clause 4; or
- (e) Misuse of a Tag.

9.2 On the occurrence of a Black-Listing Event, the Service Provider and its agents will have the ability to deactivate manually and black-list the Tag by including the Tag ID in the Black-List.

The Customer is not entitled to use the Tag until the Black-Listing Event is remedied.

The Customer will be notified of the occurrence of a Black-Listing Event by the Service Provider by email and will be charged fifteen euro cents (15 cts) if sent upon Customer's request by SMS.

9.3 In the case of the occurrence of the Black-Listing Events (a), (b) or (c), the Customer will then have to remedy the situation by paying by another Payment Method as the Payment Method that lead to a Black-Listing Event or by having his/her credit card, debit card (Laser) and/or bank account details updated and/changed as appropriate. The Customer shall notify the Service Provider that the Automatic Replenishment and/or the Payment by the Payment Method is again possible. The Service Provider will then be entitled to proceed to an Automatic Replenishment if that remedies the Black-Listing Event. In case of the occurrence of the Black-Listing Event (d), clause 4 applies. In case of the occurrence of the Black-Listing Event (e) clause 10 applies.

9.4 In case of the Customer being reluctant to cure the Black-Listing Event within a period of fourteen (14) days, the Account shall be closed and the Agreement shall be terminated pursuant to clause 10.

10 TERMINATION

10.1 The Service Provider may terminate the Agreement and terminate the right to use all the Tags at any time with prior notice if:

- (a) the Customer has cancelled or altered his/her Mandatory Mandate for whatever reason; or
- (b) having been notified of a Black-Listing Event, the Customer is still in breach of its obligations

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fourteen (14) days or more (or such other reasonable term as the Service Provider may determine from time to time) after the Black-Listing of the Tag pursuant to this Agreement and clause 9 in particular; or
(c) where the Customer, in the opinion of the Service Provider, is liable for Misuse or has made use of the Tag in an unauthorised or unlawful manner pursuant to clause 5 and this is not remedied for fourteen (14) days; or
(d) the Customer is in material breach of any other terms of the Agreement if such breach is incapable of remedy or, if capable of remedy, such default continues unremedied for thirty (30) days after notice thereof has been given by the Service Provider to the Customer.

10.2 This Agreement may be terminated by either party by giving a seven (7) days notice by fax, post or email, (for the Service Provider via the Service Provider's website) to the other party. The Customer must confirm in writing the request to close his/her Account.

11 CONSEQUENCES OF TERMINATION

11.1 Immediately upon receipt of notice of termination:

- (a) The Customer will return the Tag(s) to the Service Provider pursuant clause 12; and
- (b) within fifty six (56) days of termination, the Service Provider shall prepare and submit a Statement showing the total amount received from the Customer including the total amount of the Administrative Monthly fee, the Toll, the Car-Park fees and the Roaming Fees or other sums and such other information the Service Provider deems appropriate to indicate the entries that have been made on the Customer's Account since the last Statement was issued to the Customer; and
- (c) if the said Statement indicates that there is a Positive Balance on the Customer's Account, the Service Provider shall, at the same time as forwarding the Statement, make a refund to the Customer for the sum equivalent to the Positive Balance by the same mean of payment as the Payment Method used by the Customer; and
- (d) If any Administrative Monthly Fee pursuant to this Agreement is unpaid to the Service Provider the Customer will remain responsible for all such amounts. If such unpaid charges are not promptly recovered by the Service Provider, the Customer may become liable for additional service charges, fines, or penalties, in accordance with applicable law.

11.2 Any consequences of termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies accrued to the parties.

12 RETURN OF TAGS

12.1 The Customer agrees to return the Tags to the Service Provider, by post or by delivering it to the Service Provider at the Service Provider's Points of Sale;

- (a) upon request by the Service Provider if the Service Provider notifies the Customer that it intends to replace a Tag;
- (b) where a Tag is notified as defective or damaged or is found following a notification that it was lost or stolen pursuant to clause 3.3 and clause 4;
- (c) A warranty period of one year (1) applies to a tag sold to a Customer if defective. The warranty period commences once the tag is assigned to the Customer account. If a purchased Tag is returned to Easytrip following the warranty period no refund will be provided.
- (d) the Customer being a Consumer has exercised his/her right of cancellation pursuant clause 8.

12.2 Where a Customer fails to return a rented Tag(s) in accordance with clause 12.1, within fifteen (15) days of being obliged to do so, or if a rented Tag is returned damaged or tampered with, the Service Provider may impose a charge (see schedule of charges at www.easytrip.ie) in respect of a Tag on the Customer, such charge to be payable to the Service Provider out of the Minimum Low Balance Level. Following Termination of this Agreement the Customer shall receive from the Service Provider the refund of the Positive Balance of its Account pursuant clause 13 less the cost of the unreturned rented Tag (see schedule of charges at www.easytrip.ie).

12.3 If the Customer has subscribed to more than one (1) Tag, he/she is entitled to return a rented Tag at any moment to the Service Provider by post or deliver it to the Service Provider at the Service Provider's Points of Sale. As a consequence his/her Account is not closed and the other Tags may still be used. The Administrative Monthly Fee to be paid to the Service Provider shall be reduced in proportion of the Tag(s) returned.

13 REFUNDING

The Service Provider shall refund the Customer under the following circumstances:

- (a) after the termination of this Agreement pursuant to clauses 10 and 11, or
- (b) incorrect change has been given by a Toll collector.

14 COMPLIANCE

The Customer shall comply with any instruction for the use of the Tag issued by the Service Provider from time to time pursuant to this Agreement and with all applicable laws including, without prejudice to the generality of the foregoing, any bye-laws or regulations created thereunder.

15 AMENDMENTS TO THE ACCOUNT STATUS

The Customer shall be allowed to alter his/her Account status by notifying the changes to the Service Provider pursuant clause 6. For continuity and completeness, the original Customer Account Application Form with subscription Account details should remain the benchmark and be kept on file. A hard copy record should always be kept on the Customers file. A separate form shall record the original personal information supplied by the Customer including the specific details of the original subscription scheme and Products chosen. There shall be sufficient space for new 'boxes' to record details of how the Account is to be altered. The amendments might concern change of personal details, details of the Mandatory Mandate, name, address including email address, telephone and fax numbers, Payment Method and Products.

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16 AMENDMENTS TO AGREEMENT

The terms and conditions of the Agreement including the Administrative Monthly Fee, the Minimum Low Balance level, the Minimum Top-Up Amount and any other charges payable by the Customer to the Service Provider under this Agreement may be changed by the Service Provider at any time and any such changes will be notified to the Customer prior to coming into effect. The Customer will be deemed to have accepted any such changes within fourteen (14) days of the notification or when the Customer uses his/her Tag after the date of notification, whichever is the shorter.

17 DISCLOSURE OF INFORMATION

17.1 The Customer confirms that the Service Provider may use, hold, maintain or disclose any information (including personal data as defined in the Data Protection Acts, 1988-2003) relating to the Customer (including, without limitation, the fact of any Rejected Payment) to any person wherever located in connection with this Agreement and/or in connection with any Toll Road and/or Car-Park, National Roads Authority (or any person authorized by the National Roads Authority).

17.2 The Service Provider shall be entitled to disclose information concerning a Customer or a Customers' Account without prior reference to a Customer to any credit bureau, credit rating agency or to any other person the Service Provider reasonably believes to be seeking a reference or credit reference in good faith.

18 COMMUNICATION/NOTICES

18.1 Where either party is required to notify the other according to the Agreement or otherwise wishes to communicate with the other party such notice or communication may be served, in the case of the Service Provider on the Service Provider's website, by posting by recorded delivery post or delivering the same or sending the same by facsimile transmission to the Service Provider, [EA House, Damastown Industrial Park, Mulhuddart, Dublin 15, Ireland, fax number: +353(0)18613250] or, in the case of the Customer by posting by recorded delivery post or delivering the same or sending the same by facsimile transmission or email (where an email address has been provided by the Customer) to the address last notified to the Service Provider.

18.2 Any notice or other communication so served shall be deemed duly served forty-eight hours (48) after posting or upon delivery or at the time of transmission or sending depending upon whether it is sent by post, delivered, sent by facsimile or by email respectively.

18.3 If notification is by telephone or in person it will only be effective if confirmed by notice served in accordance with this Clause 18 within seven (7) days.

18.4 The Service Provider may also notify Customers of changes to this Agreement by publishing a notice of such changes on the Service Provider's website, from time to time, provided however that such changes shall not come into effect until at least seven (7) days after such publication. For any modifications please visit www.easytrip.ie.

19 ASSIGNMENT

19.1 The Service Provider may assign, transfer or otherwise dispose of its rights, obligations and interest in or under the Agreement to any person at any time.

19.2 The Customer may not assign, transfer or otherwise dispose of its rights, obligations and interest in or under the Agreement.

20 FORCE MAJEURE

If the use of the Tag or any Toll Road or any Car-Park is prevented or hindered by any matter beyond the control of the Service Provider including but not limited to acts of God, acts of government, strikes, lockouts, industrial disputes, winds, fire, lightning, aircraft, explosion, flooding, drought, riots, civil commotions, acts of war, malicious mischief or theft then the performance of the Agreement shall be suspended without any liability on the part of the Service Provider until such prevention or hindrance comes to an end.

21 LIABILITY

This clause sets out the Service Provider's liability to the Customer under the Agreement.
THE CUSTOMER'S ATTENTION IS DRAWN TO THE PROVISIONS OF THIS CLAUSE IN PARTICULAR.

21.1 To the maximum extent permitted by law, any and all liabilities of the Service Provider (whether under contract, tort (including negligence) or otherwise) arising out of or in connection with a Tag (including without limitation, the Tag failing to function, being included in the Black-List, deactivated or the Misuse of the Tag) are hereby excluded.

21.2 Neither the Service Provider nor its agents will have any obligation or liability with respect to the Customer's use or the performance of the Tag. The Customer's sole and exclusive remedy from the Service Provider and its agents will be the replacement of any defective hired Tag(s) free of charge for the customer, a warranty period of one year (1) applies to a tag sold to a CUSTOMER if defective and the replacement of a damaged, stolen or lost Tag at the charge (see schedule of charges at www.easytrip.ie) pursuant to Clause 3.3 and Clause 4 of this Agreement.

TERMS & CONDITIONS OF THE SUPPLY AND USE OF TAGS SUPPLIED BY easytrip.
AGREEMENT FOR PRE-PAID PRIVATE AND BUSINESS CUSTOMERS

21.3 The Service Provider shall not be liable to the Customer for any loss of profits, goodwill, business opportunity or any type of special, indirect or consequential loss incurred by the Customer, whether directly or indirectly.

22 MISCELLANEOUS

22.1 The terms and conditions set out herein constitute all the terms and conditions of the Agreement and supersede any prior terms and conditions. The Customer acknowledges that he/she has not relied upon any representation save for any set out in these terms and conditions.

22.2 The interpretation of the Agreement shall be governed by Irish Law and the Irish courts have jurisdiction to resolve any dispute in relation to the Agreement.

22.3 There shall be no waiver of any terms or conditions unless such waiver is evidenced in writing and signed by the waiving party. No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof of any other right, power or privilege.

22.4 The rights and remedies herein are cumulative with and not exclusive of any rights or remedies provided by law. Except as expressly stated in this Agreement, any and all representations, warranties and undertakings, express or implied are hereby excluded.

23 PROVISIONS SEVERABLE

Each of the provisions contained in this Agreement shall be severable and distinct from one another and if any one or more of such provisions are now or hereafter become invalid, illegal or unreasonable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected, prejudiced or compared thereby.