

TERMS & CONDITIONS OF THE SUPPLY AND USE OF SERVICES AND PRODUCTS SUPPLIED BY Easytrip Services Ireland Limited (hereinafter called "The Service Provider" or "the Service Provider")

AGREEMENT FOR PRE-PAID PRIVATE AND BUSINESS MEMBERS

These Terms and Conditions set out the agreement between you (the "Member") and The Service Provider, in relation to the supply and use of the Services & Products ("the Agreement").

1 DEFINITION'S

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

"Account" means the Member'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, including mobile, app, SMS and any other electronic means, and by post (upon request) to be completed by the Member prior to opening an Account;

"Administrative Monthly Fee" means an amount (plus the VAT) charged to the Member 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 where applicable;

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

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

"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 Service Provider 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 that is provided to toll plazas 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 (see Class of Vehicle definition below) to which a Member's vehicle belongs. Car-Park fees may change from one Car-Park to another or from one time of the day to another;

"Charge To Mobile" means a transaction payment that is linked directly to the Member's mobile phone bill;

“Chosen Top-Up Amount” means the top-up amount indicated by the Member in the Account Application Form which is equal or superior to the Minimum Top-Up Amount and that is automatically drawn from the Member’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 Member 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 3Axle, Class 8 H.G.V 4 Axle.

“Compatibility” means that a Member using Car-Parks and holding a valid entry mechanism will be able to access Car-Parks. The particular Car-Park fees will be charged to the Member by the Service Provider;

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

“Convenience Charge” means an additional charge that is added to the price of a chargeable transaction where applicable;

“ETC” means Electronic Toll Collection;

“Inter-operability” means that a Member 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 Member’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;

“Member” means a Consumer who has opened a Member Account with the Service Provider and has paid their initial subscription for one or more of the services, or subscriptions that the Service Provider provides, being a natural person or a Company;

“Member 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 Member

“Minimum Low Balance Level” means the minimum amount of six euros (6.00 €) –VAT exclusive-per Tag that the Member must maintain on his account at all times;

“Minimum Top-Up Amount” means the minimum amount of twenty euros (20 €) –VAT exclusive-per Account that is automatically drawn From the Member’s bank account pursuant to the Mandatory Mandate each time the Minimum Low Balance Level is reached;

“Misuse” means the Member’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 Members from time to time;

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

“Payment Method” means a payment by the Member to the Service Provider made by credit card, debit cards and direct debit or by charging directly to the Members mobile phone account (**Charge to Mobile**); cash is only accepted at the Service Provider’s Points of Sale; cheques are only accepted at the opening of the Account;

“Permitted User” means any person permitted by the Member to use the Member’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 Member;

“Prepayment” means the method pursuant to which the Member 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 a service provided by the Service Provider to the Member including combined tolling and parking and any other service offered by the Service Provider to the Member;

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

“Replacement Tags” means a tag that is dispatched where the original tag is either faulty or the battery is end of life.

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

“Services” means tolling only services; and parking only services; and all other services offered 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 and charges applied to the Member account including the amount of Tolls, Car-Park fees, breakdown related cover or other fees connected to any other service offered by the Service Provider, 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;

“Supplier” means the supplier of any Service or Products which the Service Provider arranges to supply to the Member with the Members agreement;

“Tag” means any compatible device to be affixed to the Member’s vehicle pursuant to the Member Guide to facilitate the identification of the Member under the terms of the Agreement in respect of the use of one or more of the services offered by the Service Provider to the member;

“Tag Holder” means a small device that sticks to the windscreen to hold the tag in place.

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

“Tag Purchase Cost” means the price of the Tag pursuant to clause 7 in case the Member chooses to purchase a Tag(s), either on a monthly account basis or on a pay as you go basis and not to rent Tag(s);

“Third Party Service” means a professional organisation engaged by the Service Provider to provide information, goods or services for, and in the name of, the Service Provider to the Members

“Toll Bye-laws” means the bye-laws made pursuant to the Roads Act, 1993 as amended 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 Member’s vehicle belongs.

“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 Fees” means all Breakdown associated fees, Car-Park fees, Toll’s or other charges which can be discharged using The Service Provider 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, re-enacted 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 SUBSCRIPTIONS

2.1 A Consumer shall apply to the Service Provider, using an Account Application Form, online or off-line, for the opening of an Account. Member 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 Consumer shall specify on the Account Application Form details relating to the proposed Payment Method, to the Mandatory Mandate, the proposed Products, the purchase or the hire 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 Consumer accordingly.

2.3 Where an account is opened as a result of a telephone conversation and the Service Provider furnished the Member with a Tag, the Consumer will be deemed to have agreed to the Terms and Conditions of The Service Provider the Service Provider, the first time the Consumer uses the Tag, or service and will thereafter be referred to as Member.

2.4 When you create a Member Account and accept these terms you become a Member of the Service Provider’s Mobility Service Club.

2.5 As a Member you please the Service Provider the right to:

- 2.5 (i) negotiate with operators or owners, of toll plazas, including prepay discounts for tolling, car parks and any other relevant operators or businesses on behalf of its Members for existing and future services;
- 2.5 (ii) settle disputed transactions and penalties on behalf of its Members;
- 2.5 (iii) reclaim monies owed to Members, solely for the Members benefit, for the settlement of disputed transactions;
- 2.5 (iv) negotiate group discounts for Members from third parties;
- 2.5 (v) collectively negotiate with third parties for the provision of goods or services for all members or for groups of members

3 SUPPLIES 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 Member at the Service Provider's Points of Sale or post the Tag(s) to the address provided on the Member's Account Application Form (or any other address as later notified by the Member to the Service Provider). The Service Provider will not be liable to the Member for any compensation by reason that it is unable to supply the Member with a Tag.

3.2 USE OF THE TAG

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

- a) Install and use the Tag in the vehicle in accordance with the Service Provider's instructions detailed in the Member 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 Member 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 Member. The Member remains responsible for any use made of the Tag by a Permitted User. The Member 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 Member or any Permitted User is solely at the risk of the Member. Each Tag is issued in respect of an

individual vehicle. No Tag may be moved to any other vehicle without first notifying The Service Provider 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 Member 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 Member acknowledges that for the Tag to operate correctly, it must be installed in accordance with the Service Provider's instructions included in the Member 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 Member's failure to install the Tag properly.

3.3 REPLACEMENT OF DEFECTIVE TAGS

3.3.1 The Member shall be responsible for notifying the Service Provider of a malfunctioning or defective Tag. The Member 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 Member 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 Member shall be replaced at no cost to the Member.

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 Member, are covered under warranty for a period of one year from the date that the Tag is assigned to the Member account.

4 NOTIFICATIONS OF DAMAGED/LOST/STOLEN TAGS/ REQUEST FOR TAG HOLDERS

4.1 In the event that a Tag is damaged, lost or stolen the Member must immediately notify the Service Provider by telephone by calling the Service Provider Call Centre on + 353 1890 67 67 68, or by email to info@easytrip.ie (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 Member will remain liable for any use of the Tag. After the Service Provider receives such confirmed notification, the Member'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 where applicable.

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 Blacklist.

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 Member shall be entitled to a replacement Tag

and shall be charged for both the replacement of the Tag and the associated administration fee where applicable.

4.5 In the event where a customer changes vehicle and needs a new tag holder to hold their original tag, a charge of 50c will be deducted from the customer's account.

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 blacklist 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 Member for any deactivation of the Tag due to any actual or reasonably suspected Misuse of the Tag.

6 PREPAYMENT ACCOUNT

6.1 The Member 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 Member at the Service Provider's Points of Sale or post the Tag to the address provided on the Member'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 Member acknowledges that by agreeing to these Terms and Conditions:

(a) at the opening of an Account, the Member 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) the Member agrees to maintain sufficient funds or credit limit on their account to pay the automatically recurring payment or charge; and

(e) Upon request, the Member can receive by email free of charge a warning each time the Low Balance Level is reached on the Member's Account. If the Member 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

- (f) the fees related to any service provided by the Service Provider will be payable through the identification of the Member by the Tag or other identifier pursuant to clause 3.2.3 of this Agreement following each time a Member uses a service; and
 - (g) the Toll and the Car-Park fees payable in respect of the use of any Toll Road or Car-Park and fees relating to any other services may be increased from time to time and any such increases shall become immediately binding upon the Member; and
 - (h) if the Member cancels or alters their Payments or their Mandatory Mandate the Member shall within twenty-four (24) hours notify the Service Provider of such cancellation, alteration or intention; and
 - (i) the Member is not entitled to interest on any sums received by the Service Provider pursuant to the Agreement hereof; and
 - (j) the Member 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
 - (k) the Member 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
 - (l) the Member acknowledges that their bank will forward up to date details of their VISA or MasterCard when the card expires depending on the banking arrangement;
 - (m) in the event the Member 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 Member the Tolls and Car-Park fees depending on the Class of Vehicle to which the Tag relates when used.
- 6.4 The Member acknowledges that with respect to Inter-operability and Compatibility:
- (a) the Member 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) the Member will be able to pay the fees relating to any other service provided by the Service Provider; and
 - (c) the Member 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 fees in accordance with clause 6; and
 - (e) the Service Provider shall also be entitled to payment of the Roaming Fee where applicable; and
 - (f) in the event that a Member 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 The Service Provider reserves the right to change payment settings on a Member 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 SERVICE FEES AND CHARGES

7.1 The Service Provider shall be entitled to a Payment in respect of the services provided 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. Charges relating to other services offered by the Service Provider shall also be paid in accordance with the relevant charge of the service which is a matter for the Supplier. The Member 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.

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 Member 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 Member as specified in the Account Application Form. Upon request, the Member 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 Member 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, or for another service whether by the Member or by anyone else, authorised or not, the Toll or fee is to be paid by the Member. Should the Tag fail to properly discharge the Toll or Car-Park fees at the Toll Road or Car-Park for any reason, or the fee for another service, the Toll Road or Car-Park operator or Supplier may request the Member 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 this is treated as a Black-Listed Event pursuant to clause 10.

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

7.8 The Service Provider reserves the right to apply an account service fee at any time.

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

7.10 These Terms and conditions constitute the Members authorisation to The Service Provider Service Provider to automatically and on a recurring basis charge your credit card or debit card in the amount of the total balance due on your The Service Provider Statement. You acknowledge that by providing the information requested by the Service Provider to set up automatic recurring payments and by clicking "I have read and accept the Terms and Conditions" that you have read and understood these terms and conditions and that you have agreed to them.

8 CANCELLATION OF THE ACCOUNT BY A MEMBER BEING A CONSUMER

Where a Member 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 Member, the Member will return the Tag to the Service Provider within ten (10) days in its original packaging and at the cost of the Member 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 Member shall not be entitled to exercise his/her right to cancel the Agreement.

9 BLACK-LISTING

~~(a) The following events shall be considered Black-Listing Events:~~ (a) The following events shall be considered Black-Listing Events of the Automatic Replenishment by the Service Provider of the Member's Account when the Minimum Low Balance Level is reached; or

(b) A Charge To Mobile payment fails on the Member's Account; or

(c) Rejected Payment at the opening of an Account pursuant to clause 7.6; or

(d) Un-notified change or update of credit card, debit card or bank account details by the Member and/or by the Bank; or

(e) Stolen, lost or damaged Tag pursuant clause 4; or

(f) 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 Member is not entitled to use the Tag until the Black-Listing Event is remedied. The Member will be notified of the occurrence of a Black-Listing Event by the Service Provider by email and will be charged if sent upon Member's request by SMS.

9.3 In the case of the occurrence of the Black-Listing Events (a), (b) or (c), the Member 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 and/or bank account details updated and/changed as appropriate. The Member 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 Member 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 TERMINATIONS

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

- (a) the Member has cancelled or altered his/her Mandatory Mandate for whatever reason; or
- (b) having been notified of a Black-Listing Event, the Member is still in breach of its obligations 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 Member, 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 Member 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 un-remedied for thirty (30) days after notice thereof has been given by the Service Provider to the Member.

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 Member 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 Member will return the Tag(s) to the Service Provider where applicable, pursuant clause 12; and
- (b) where requested by the Member and within fifty six (56) days of termination, the Service Provider shall prepare and submit a Statement showing the total amount received from the Member including the total amount of the Administrative Monthly Service fees, the Tolls, 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 Member's Account since the last Statement was issued to the Member; and

(c) if the said Statement indicates that there is a Positive Balance on the Member's Account, the Service Provider shall, at the same time as forwarding the Statement, make a refund to the Member for the sum equivalent to the Positive Balance by either the same method of payment as the Payment Method used by the Member or by cheque; and

(d) If any Administrative Monthly Fee pursuant to this Agreement is unpaid to the Service Provider the Member will remain responsible for all such amounts. If such unpaid charges are not promptly recovered by the Service Provider, the Member 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 Member 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 Member 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 Member if defective. The warranty period commences once the tag is assigned to the Member account. If a purchased Tag is returned to The Service Provider following the warranty period no refund will be provided.

(d) the Member being a Consumer has exercised their right of cancellation pursuant clause 8. 12.2 Where a Member 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 Member, such charge to be payable to the Service Provider out of the Minimum Low Balance Level. Following Termination of this Agreement the Member 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 Member has subscribed to more than one (1) Tag, they are 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 their 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 Member under the following circumstances:

(a) after the termination of this Agreement pursuant to clauses 10 and 11, or

(b) incorrect charge has been applied by a Toll collector or other service provider.

14 COMPLIANCE

The Member 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 Member shall be allowed to alter his/her Account status by notifying the changes to the Service Provider pursuant clause 6.

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 Member 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 Member prior to coming into effect. The Member will be deemed to have accepted any such changes within fourteen (14) days of the notification or when the Member uses his/her Tag after the date of notification, whichever is the shorter.

17 DISCLOSURE OF INFORMATION AND DATA PROTECTION

17. How we may use your information and personal details if you are dealing with us as an individual

17.1 We and our group companies may use your information and personal details collected under this Agreement or collected under additional agreements for other specific products or services offered by us for a variety of purposes as set out below, in any additional agreements for other products or services offered by us and in our Privacy Policy.

17.2 We will use information and personal details we hold about you for a variety of purposes including operating, developing, providing, promoting, and improving the Services and in order to provide you with the services requested by you and for the provision of marketing information about our own products and services and the products and services provided by selected partners and other third parties "Suppliers". When we provide you with marketing information we will do this by SMS, email, phone, post or through any other contact channel which you have registered with us and which is relevant to the purposes of the specific product or service as set out in our Privacy Policy. We will do this both during the period when you are a Member and for a reasonable period of time after you are no longer a Member ("win you back" or winback marketing) in order to inform you about products, services, or promotions and special offers which we feel might be of interest to you. If you do not wish to receive such marketing information please contact the Service Provider's Call Centre on 1890 676768 to amend your preference. The Privacy Policy is kept under constant review and amendments may be made to it to align with changes in the Service Provider practices and products or services, address an issue identified by internal audit and review, in response to a finding from the Office of the Data Protection Commissioner, or amendments to the governing law or regulatory environment. Such changes will not constitute a material change to this Agreement.

17.3 Certain products or services offered by us to you, or where you wish to avail of Third Party Services, may require us to pass your information and personal details to third parties to meet our obligations to you. Where this happens it will be done under appropriate standards required by law and for specific purposes.

17.4 Where you have indicated your permission and preferences we may use your location and service usage data to provide certain services or functionality or to better understand your usage of our services and generally for the purposes set out in Section 17.1 and 17.2 and in more detail in the Privacy Policy.

17.5 We encourage you to look at our Privacy Policy as by entering into this Contract with us you explicitly agree to the use of your information and personal details as set out in 17.1, 17.2, 17.3 and 17.4 above. Your information and personal details will be retained for a reasonable period of time in a secure environment. Further information on how we obtain, hold and use your information and personal details is available in our Privacy Policy which forms part of these Terms and Conditions for Services. The Privacy Policy is available on www.easytrip.ie.

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 delivering same to the Service Provider, [EA House, Damastown Industrial Park, Mulhuddart, Dublin 15, Ireland, or, in the case of the Member by posting by recorded delivery post or delivering the same or email (where an email address has been provided by the Member) 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 Members 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 Member 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 any service/product 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 Member under the Agreement.

THE MEMBER'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 Member's use or the performance of the Tag. The Member'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 Member, a warranty period of one year (1) applies to a tag sold to a MEMBER 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.

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