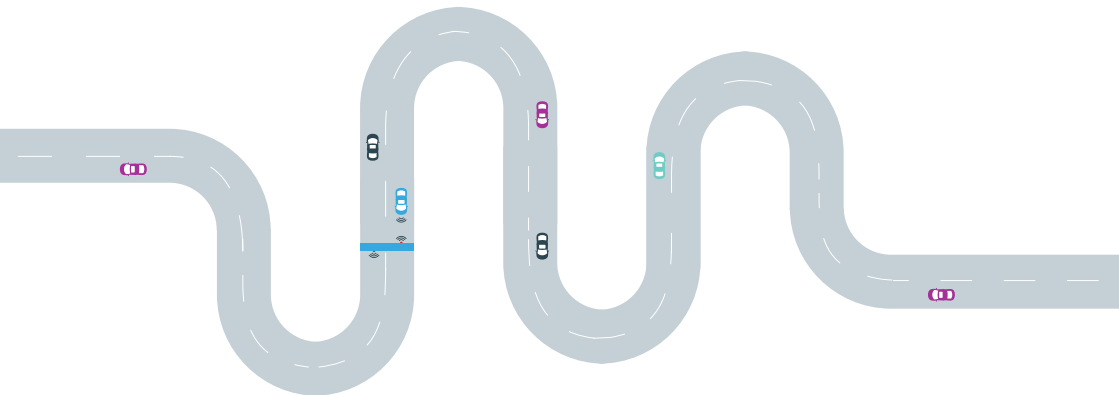


eFlow Customer Agreement Terms and Conditions

February 2024



Introduction

A. TERMS AND CONDITIONS

These terms and conditions, together with the Account Application Form, set out the agreement ('the Agreement') between you ('you' or 'the Customer') and Transport Infrastructure Ireland (for these purposes, 'eFlow' or 'us') in relation to the opening and operation of an account with eFlow and, if applicable, the related supply and use of an electronic tag (hereafter referred to as the 'Tag') on the M50 Toll Road and other Toll Roads in the Republic of Ireland.

eFlow may alter, amend, or otherwise change the terms and conditions of the Agreement at any time by providing written notice to you, either by post, email or, where you avail of the M50 Toll Pay App, by push notification on such App of such terms and conditions.

Alterations, amendments, or other changes will also be posted online at www.eflow.ie.

You are responsible for maintaining up-to-date customer information in accordance with clause 4.4 below, including your address, contact information, vehicle information and registration details, and payment information. You should make updates when your information changes, for example, upon sale of a previously registered vehicle or when you change address. You should make changes to the customer information online by logging into your online account on www.eflow.ie.

For the avoidance of doubt, you are also responsible for providing up to date customer information to the National Vehicle and Driver File (NVDF) which is maintained and supported by the Driver and Vehicle Computer Services Division of the Department of Transport, or your local vehicle licensing agency, e.g. where there is a change of ownership of a vehicle.

B. OPENING AN ACCOUNT

B.1

To open an Account, you shall have:

- i. completed an Account Application Form online (an "Online Application");
- ii. or provided all necessary details to the Customer Service Centre to allow it to complete an Account Application Form or shall have submitted an Account Application Form by post (an "Offline Application").

The information to be included in the Account Application Form shall include:

- name, address, contact details and details of the vehicles that you wish to register as Registered Vehicles (such as vehicle class, model, colour, and registration details).
- whether the Vehicles registered is assigned to the M50 Video tolling or Tag tolling option;
- the proposed Payment Method;
- whether the Account is to be a personal, business or Visitor/Tourist Account;
- the type and manner of delivery of Account Statements; and
- whether the Account is to be a Prepay Account, or a Post pay Account

B.2

You may register (i) a vehicle which you own and/or (ii) a vehicle which is owned by a third party (e.g. a family member) as a Registered Vehicle.

In circumstances where you register a third party vehicle as a Registered Vehicle, you hereby warrant to eFlow that:

- a. you are authorised by the third party owner to register their vehicle on your Account; and

- b. the third-party owner authorises eFlow to provide you with any relevant details of the use of the Toll Road by such vehicle to the extent that such details are necessary and relevant for the purposes of charging Tolls and related charges relevant to such vehicle to your Account.

You also acknowledge that you will be responsible for the payment of Tolls and any service charges (as set out in the Toll Bye-laws) in respect of any Registered Vehicle, including in circumstances where you are not the registered owner of such Registered Vehicle.

B.3

Before this Agreement takes effect and an Account is opened by eFlow:

- a. you must accept the terms and conditions of this Agreement in accordance with clause 2 as applicable; and
- b. in the case of any Prepay Account, eFlow must have received from you the Account Start-up Balance.

B.4

eFlow reserves the right to refuse any application to open an Account or enter into this Agreement.

B.5

If you wish to have a copy of this Agreement in a larger print, this can be made available to you on request.

1. DEFINITIONS

1.1

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

Term	Meaning
Account	means your personal, business or Visitor/Tourist Account with eFlow.
Account Application Form	means the application form to be completed by you or the Service Centre Agent in the case of a Customer who makes an application through the Customer Service Centre, to open an Account.
Account Balance	means, at any time, the amount recorded by which an Account may be in credit or in debit.
Account Invoice	means an invoice issued to Customers with Postpay Accounts, setting out the transactions recorded during the stated period for which the Customer is liable to pay (including any Tolls, Payments or Fees incurred by the Customer during the stated period).
Account Start-up Balance	means, in relation to a Prepay Account, the minimum balance required to open an Account.

Term	Meaning
Account Statement	means a statement of account issued to a Customer from time to time, setting out the transactions recorded during the stated period (including, any Tolls, Payments or Fees incurred by the Customer during the stated period).
Account Suspension	means your Account has been suspended under this Agreement and any Registered Vehicles associated with your Account will be treated as Unregistered Vehicles.
Agreement	means these terms and conditions, together with the Account Application Form, as may be amended and supplemented from time to time.
Charge Period	means, in the case of the first period, the period commencing on (and including) the day the Account is created and ending on the expiry of the calendar month and in respect of each subsequent Charge Period, a period of one (1) month commencing on the expiry of the previous Charge Period.
Customer	means you, the person who is opening an Account with eFlow.
Customer Service Centre	means the dedicated eFlow contact centre established to manage, resolve, and respond to Customer queries.
ETC	means electronic toll collection.
Fees	means any fees payable under this Agreement including, to the extent applicable in each case, the Tag Fee, the Late Payment Charges and any additional account statement charge.
Interoperability	means that a Customer, with a Tag installed in line with the tag installation guidelines provided by their tag issuer (as approved by eFlow), will be able to effect the discharge of a Toll by means of ETC on any Toll Road other than the M50 Toll Road, which is part of the national interoperability scheme and "interoperable" shall be interpreted accordingly.
Late Payment Charges	means such amount as eFlow may specify from time to time as the additional amount payable by you if eFlow fails to receive a payment as required under the Agreement.
M50 Toll Road	means that part of the N50 national road (otherwise known as the M50) that is a Toll Road.
Minimum Balance	means the minimum balance which is required to be maintained in a Prepay Account, being twelve euro (€12.00) or such other amount as eFlow may specify from time to time.

Term	Meaning
Minimum Prepay Amount	means the minimum amount to be credited to the Prepay Account each time the Minimum Balance is reached, being thirty euro (€30.00) or such other amount as eFlow may specify from time to time.
Misuse	means the Customer's failure to act in accordance with the provisions of any of this Agreement, the Toll Byelaws and/or the Roads Acts 1993 – 2015, including such other acts or omissions that eFlow may specify and notify to Customers from time to time.
Payment Account	means your account maintained with a credit institution or an account related to a credit card or debit card (in each case, being an account in respect of which instructions may be given authorising debits being made from it) or such other account as may be approved by eFlow, and which you have authorised or are authorising eFlow to effect debits from such account in accordance with the Agreement.
Payment Date	means, in relation to any Charge Period, the business day next following the expiry of such Charge Period (or any other date which may be agreed between eFlow and the Customer).
Payment Method	means a method of payment which is acceptable to eFlow, being credit card, debit card, or by direct debit (SEPA Single Euro Payments Area only) from the Customer's payment account, digital wallet or such other payment method as eFlow may from time to time approve.
Post pay Account	means the type of account maintained by you with eFlow whereby an amount equal to the amount due in respect of Tolls and such other amounts as may be due in accordance with this Agreement incurred during a Charge Period (the "outstanding amount") and recorded in such account are discharged by the debiting from time to time of the then outstanding amount from your Payment Account
Pre pay Account	means the type of account maintained by you with eFlow whereby amounts are paid in advance to be credited to such account, with amounts due in respect of Tolls and such other amounts as may be due in accordance with this Agreement being subsequently deducted, and with the facility for the debiting from time to time of further amounts from your Payment Account (or otherwise paid in such manner as may be approved by eFlow) and credited to this account.
Registered Vehicles	means the vehicle or vehicles registered by you in connection with the Agreement.

Term	Meaning
Rejected Payment	means any payment in respect of which eFlow has not been credited with the amount of such payment.
Service Centre Agent	means an employee of the Customer Service Centre who is authorised to deal with Customer queries.
Tag	means the electronic device supplied by eFlow or other tag issuer to you for installation in the Registered Vehicles, in line with the tag installation guide provided by eFlow or other tag issuer, to facilitate the electronic collection of Tolls under the terms of this Agreement in respect of the use of the M50 Toll Road or other interoperable Toll Roads by the Registered Vehicles.
Tag Fee	means, at any time, the amount payable by a Customer in connection with the provision of a tag and related services at such time for each Charge Period or part of a Charge Period in accordance with this Agreement (currently €1.00 plus VAT per Tag issued to you), as may be adjusted from time to time by eFlow, after giving prior notice of such adjustment to the Customer.
Tag Tolling	means the tolling option in respect of which a Tag has been issued for installation in the Registered Vehicles, which is calculated by reference to the vehicle class contemplated by the relevant legislation and applicable Toll Bye-Laws.
Toll	means any Toll (including, default Toll) payable by the Customer for the use of a Toll Road which is calculated by reference to the vehicle class contemplated by the relevant legislation and applicable Toll Byelaws.
Toll Bye-Laws	means, at any time, the bye-laws applicable to the M50 Toll Road made pursuant to the Roads Acts 1993 – 2015 (as amended).
Toll Collection System	means the system designed and maintained to facilitate the collection of Tolls electronically on behalf of eFlow.
Toll Evader	means a Customer who has an outstanding balance on his or her Account in circumstances where the Account of the Customer is subject to an Account Suspension under this Agreement;
Toll Road	means any road (or section of road) in respect of the use of which a Toll is payable in accordance with the Roads Acts 1993-2015.
Unregistered Vehicles	means any vehicle that is not registered with eFlow or with another tag service provider approved by eFlow.

Term	Meaning
Video Tolling	means the M50 Video tolling option associated to your vehicle. Video tolling is only available on the M50 and is charged at the video rate which is calculated by reference to the vehicle class contemplated by the relevant legislation and applicable Toll Byelaws.
Visitor/Tourist Account	means a temporary Video Tolling account, best suited for Customers that will use the M50 Toll Road for a limited and specified period of time.

1.2

In this Agreement:

- a. headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement.
- b. all references to any agreement (including, without limitation, this Agreement), document or other instrument include (subject to all relevant approvals and any other provision of this Agreement expressly concerning such agreement, document, or other instrument) a reference to that agreement, document, or instrument as amended, supplemented, substituted, novated, or assigned.
- c. all references to any statute or statutory provision (including any subordinate legislation) shall include references to any statute or statutory provision which amends, extends, consolidates, or replaces the same or which has been amended, extended, consolidated, or replaced by the same.
- d. all references to time of day shall be a reference to whatever time of day shall be in force in Ireland.
- e. words importing the singular include the plural and vice versa.
- f. words importing a particular gender include all genders.
- g. "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, emanation, agency or instrumentality, unincorporated body of persons or association.
- h. any reference to "eFlow" (other than in relation to entitlement to receive payments) shall include persons acting on behalf of eFlow in connection with this Agreement.
- i. any reference to a public organisation or representative shall be deemed to include a reference to any successor to such public organisation or representative or any organisation or entity or representative which has taken over the functions or responsibilities of such public organisation or representative; and
- j. where the Customer consists of two or more persons all the respective covenants by the Customer shall be deemed to be by such persons jointly and severally.

2. ACCEPTANCE OF THIS AGREEMENT AND CANCELLATION RIGHT

2.1

In circumstances where you apply for an Account online (www.eflow.ie), you will be asked to read these terms and conditions and then click the "Accept" button, if you wish to proceed. By clicking the "Accept" button, you will have, and be deemed to have, entered, and accepted this Agreement.

2.2

- a. In the case of Accounts which have registered vehicles with Tag Tolling, once the Account Application Form has been approved eFlow will issue a Tag to the address provided on your Account Application Form.
- b. Subject to clause 2.2(c) and (d) below, where you have an Account for Tag Tolling you have the right within fourteen days of the date on which the Tag has been sent to you to cancel your Account with us.
- c. To exercise the right to cancel you must return the Tag to us together with a written request for cancellation. The Tag must be returned in its original unused condition.
- d. However, this Agreement will take effect between us, and you will no longer have the right to cancel this Agreement on the earlier of: (1) The expiry of the fourteen-day period referred to at 2.2 (c) above; and (2) The date and time you place the Tag in your vehicle and make a journey on a Toll Road using the Tag to record your liability to pay the toll payable.

2.3

- a. Subject to clause 2.3(c) and (d) below, where you make an Online Application for an Account for Video Tolling, you have the right to cancel your Account with us within fourteen days of your acceptance of the Agreement in accordance with clause 2.1.
- b. Where you make an Offline Application for an Account for Video Tolling, eFlow will issue a copy of the Agreement to you once the Account Application Form has been approved. Subject to clause 2.3(c) and (d) below, you have the right within fourteen days of the date on which the Agreement has been sent to you to cancel your Account with us.
- c. To exercise the right to cancel you must make a written request for cancellation.
- d. However, this Agreement will take effect between us and you will no longer have the right to cancel this Agreement on the earlier of: (1) The expiry of the fourteen-day period referred to at 2.3(a) and 2.3(b) above; and (2) The date and time you make a journey on the M50 toll such that the toll you are liable to pay is the toll applicable to the holder of an Account.

2.4

You should note that, this Agreement does not take effect, in the case of Prepay Accounts, unless and until eFlow has received in respect of your Account, the Account Start-up Balance and until eFlow has received such Account Start-up Balance, the Registered Vehicles shall be treated as Unregistered Vehicles.

3. VEHICLES - RECORDING METHOD

eFlow offers two different methods of recording the passage of the Registered Vehicles on the M50 Toll Road, namely: Tag Tolling and Video Tolling.

All vehicles that use the M50 Toll Road are photographed/ video recorded These photographs/ images are retained for the purpose of enforcement and to address and resolve any disputes that may arise in relation to a vehicle or an account.

4. TOLLS

4.1

Without affecting any legal obligation imposed on you by applicable law, you are liable to pay to eFlow each Toll that may be incurred by Registered Vehicles pursuant to applicable law (including in circumstances where you are not the registered owner of such Registered Vehicle) and such amounts shall be discharged in accordance with this Agreement.

4.2

The Tolls applicable to any Toll Road (including the M50 Toll Road) may be adjusted from time to time in accordance with applicable law.

4.3

eFlow may unilaterally alter the class of vehicle to which Tag Tolling or Video Tolling relates, and you shall pay the appropriate Toll applicable to this new classification, if you are using the Tag Tolling or Video Tolling option for a class of vehicle which is not consistent with the class of vehicle of the Registered Vehicles and to which the Tag or Video transaction relates.

4.4

You agree to notify eFlow of (i) any change of Registered Vehicle or (ii) any change of name or address or registered office or (iii) any circumstances where the Registered Vehicle should no longer be on your Account, in each case within ninety (90) days of the occurrence of the change. Failure to notify eFlow of any changes may result in continued liability for Tolls, additional service charges, fines, or penalties as set out in the Toll Bye-laws.

5. TAGS AND TAG TOLLING

5.1

A Tag may only be used for the Registered Vehicle (and related Account) for which it is issued by eFlow.

5.2

In accordance with section 14 of this Agreement, it is your responsibility to ensure that Tag (s) are affixed by you to the Registered Vehicle(s) for which it has been registered in accordance with the Tag mounting instructions provided by eFlow such that:

- a. it is capable of satisfactorily communicating with the Toll Collection System; and
- b. passage of the Registered Vehicle through the M50 Toll Road (or any other toll road) can be recorded by the Toll Collection System (or any system in place on any other toll road for the purposes of ETC).

5.3

Where a Toll Road is an interoperable Toll Road and the Registered Vehicle has a Tag installed in it in accordance with this Agreement, you may be able to effect the discharge of the Toll payable in relation to the use of such toll road by such Registered Vehicle:

- a. by having its passage recorded through its Tag communicating with such Toll Road's system for ETC.
- b. details of such transaction being supplied to eFlow, such that eFlow will discharge the amount due in respect of such Toll; and
- c. subject to any other terms of this Agreement, the amount of your Account:
 - i. (in the case of a Prepay Account) will have deducted from it the amount due in respect of such Toll; or
 - ii. (in the case of a Post pay Account) shall be increased by the amount due in respect of such Toll.

5.4

In the case of Tag Tolling, where the passage of the Registered Vehicle on the Toll Road is not recorded using the Tag due to incorrect installation and an image of the Registered Vehicle's license plate is recorded, eFlow shall be entitled to charge a Toll in respect of such use as if the vehicle is subject to a Video Tolling rate, not a Tag Tolling Rate.

5.5

Where a Rejected Payment occurs, your Tag shall no longer work on any Toll Road. Your vehicle shall continue to be treated as a Registered Vehicle on the M50 until:

- a. in the case of a Post Pay Account, your account has been suspended in accordance with clause 9(d)(ii); or
- b. in the case of a Pre Pay Account, the balance on your account is less than one applicable Toll, at which point, you will be liable to pay Tolls as if the Registered Vehicle is an Unregistered Vehicle. A vehicle which has ceased to be treated as a Registered Vehicle continues to be treated as if the Registered Vehicle is an Unregistered Vehicle until all Tolls, service charges, fines and penalties under these terms and conditions, the Toll Bye-Laws and the Roads Acts have been paid in full.

5.6

Where your Account has been suspended, your Tag(s) shall no longer work on any Toll Road and you will be liable to pay Tolls as if the Registered Vehicle is an Unregistered Vehicle. A vehicle which has ceased to be treated as a Registered Vehicle continues to be treated as if the Registered Vehicle is an Unregistered Vehicle until all Tolls, service charges, fines and penalties under these terms and conditions, the Toll Bye-Laws and the Roads Acts have been paid in full.

6. LOW EMISSIONS VEHICLE TOLL INCENTIVE TAG TOLLING

6.1

Low emission vehicle owners qualify for refunds on Irish Toll Roads. The Low Emissions Vehicle Toll Incentive Scheme (the "Scheme") is open to the registered owners of certain low emission vehicles set out in the Scheme rules (see clause 6.3) (i.e. an "Eligible Vehicle") which are registered on the Department of Transport's National Vehicle and Driver File (NVDF).

6.2

The registered owner of an Eligible Vehicle may be required to submit evidence of the vehicle's eligibility when seeking to apply for the scheme.

6.3

Under the Scheme account holders will receive refunds in accordance with the published Scheme rules set out on www.etoll.ie

6.4

The Scheme Rules set out the overall limitations contemplated by the Scheme, including the fact that the Scheme is subject to review by the Minister for Transport Tourism and Sports who may vary certain aspects of the Scheme from time to time, including in relation to the Annual Maximum Eligible ETC Limit.

6.5

Customers should note that the Scheme Rules specify that an Annual Maximum Eligible ETC Limit is to be applied per Eligible Vehicle regardless of which Tag Service Provider you have an account with.

6.6

Refunds will be credited to the Account associated with the Eligible Vehicle Tag where there is a valid tag transaction made by the Eligible Vehicle. The Scheme is only available to vehicles that have a Tag.

6.7

Refunds will be credited to the Account associated with the Eligible Vehicle Tag one month in arrears.

6.8

In connection with the Scheme, we will process your transactional data, including your personal data, for the purposes of: (i) crediting any refunds to your account; (ii) invoicing Transport Infrastructure Ireland with respect to the cost and payment of the refunds; (iii) reporting on the Scheme to TII and the Department of Transport; and (iv) monitoring compliance with the Scheme Rules.

6.9

The Scheme will be in place for the period of time which is detailed in the scheme rules, a link to which is set out in section 6.3, and the level of refunds may vary on foot of Ministerial direction and in accordance with affordability limits of the overall Scheme for the Exchequer.

7. PAYMENT OF TOLLS AND CHARGES

7.1

You shall pay to eFlow all amounts that are due to it in accordance with this Agreement, including, without limitation, all amounts due:

- a. in respect of any Toll and related charges;
- b. all amounts payable by way of Tag Fee;
- c. all amounts payable by way of additional account statement charges that may be introduced;
- d. any Late Payment Charges; and
- e. any other sums and charges due to it pursuant to the terms and conditions of the Agreement.

The charges for which you shall be liable shall (without prejudice to the generality of the foregoing) include such charges as eFlow may notify from time to time in connection with Misuse or the misuse of a Toll Road.

7.2

Where a Rejected Payment occurs, the Customer shall ensure that eFlow receives the outstanding amount (together with any charges arising from the Rejected Payment) as soon as possible but in any event within fourteen (14) days of the Rejected Payment. At the end of this period, you will be subject to an Account Suspension.

7.3

You accept responsibility to notify eFlow of any changes with respect to your payment details (including, without limitation, your payment account) as set out in the Account Application Form.

7.4

While eFlow makes every effort to ensure charges are accurately recorded, you accept that miscalculations in Account balances may occur. In such cases, eFlow maintains the right to adjust, without notice, where evidence can be provided that the adjustment is appropriate. Such adjustments will be presented in detail or summary on the applicable Account Statement and Account Invoice.

7.5

You are not entitled to interest on any sums received by eFlow pursuant to the terms of this Agreement.

7.6

If you:

- a. cancel or alter any payment or your payment details (including, the payment account); or
 - b. do not intend to continue making the payments,
- you shall notify eFlow within twenty-four (24) hours of such cancellation, alteration or intention

and shall discharge forthwith all amounts due to eFlow.

7.7

Direct Debit Payments are available from SEPA (Single Euro Payments Area) bank accounts. SEPA is an EU initiative designed to change the way electronic payments are processed in the EU. This means that making a payment in any SEPA zone country will be no different to making a payment in Ireland.

8. PRE-PAY ACCOUNT

When you have chosen a Prepay Account:

- a. the Account Start-up Balance for each Prepay Account is forty euro (€40.00) for each Registered Account;
- b. you are responsible for always maintaining the Minimum Balance in such Prepay Account;
- c. when you incur a liability to eFlow in accordance with this Agreement, eFlow shall deduct (and you hereby authorise eFlow to so deduct) from the Prepay Account (and make such deductions from the applicable Account Balance) all amounts due to it in accordance with this Agreement, including, without limitation, those referred to in clause 7.1;
- d. you hereby authorise eFlow to give instructions to debit your payment account from time to time with an amount equal to: (i) the Minimum Prepay Amount; or (ii) such other amount as may be necessary to ensure that the Account Balance on your Prepay Account is at least equal to the Minimum Balance, in accordance with the Payment Method associated with the Account, and the Account shall be updated to reflect such payments when received by eFlow;
- e. where a Rejected Payment occurs:
 - i. your Tag shall no longer work on any Toll Road; and
 - ii. your vehicle shall continue to be treated as a Registered Vehicle on the M50 until the balance on your account is less than one applicable Toll, at which point your vehicle will be treated as an Unregistered Vehicle.
- f. If the balance on your Account is less than one applicable Toll and a period of fourteen (14) days has passed from the date of a Rejected Payment, your account shall be suspended and in the event that there is an outstanding balance on your account you shall constitute a Toll Evader.

9. POST PAY ACCOUNT

Where you have chosen a Post Pay Account:

- a. you are responsible for ensuring that your chosen Payment Method is valid and that sufficient funds are available in the Payment Account to enable payment of all amounts due to eFlow in accordance with this Agreement;
- b. when you incur a liability (including, without limitation, in respect of those referred to in clause 7.1) to eFlow in accordance with this Agreement, eFlow shall include such amount in the Post-pay Account and the Account Balance shall be adjusted to take account of such amount;
- c. on each Payment Date, eFlow shall give instructions for your Payment Account to be debited (and you hereby authorise eFlow to give such instructions) with an amount equal to the Account Balance as of the expiry of the relevant Charge Period in accordance with the Payment Method associated with the Account and the Account shall reflect such payments when received by eFlow;
- d. where a Rejected Payment occurs:

10. VISITOR/TOURIST ACCOUNT

Where you have chosen a Visitor/Tourist Account:

- a. This is a temporary account and will only be active for the period you selected.
- b. A direct debit cannot be set up on a Visitor/Tourist Account.
- c. Vehicles registered to a Visitor/Tourist Account will be automatically assigned to Video Tolling only.

11. FEES AND CHARGES

11.1

You shall be responsible for paying the applicable Fees monthly. Such Fees will be debited to your Account for each Charge Period.

11.2

The Tag Fee payable for each Tag issued in connection with a vehicle assigned to Tag Tolling is payable for every month or part there of where the Customer has a valid Tag. Such amount may be varied with prior notification to the Customer.

11.3

Fees do not apply to vehicles that have chosen Video Tolling on a vehicle.

12. DISPUTE OF CHARGES

12.1

eFlow must be notified of any disputes of charges appearing on your Account within ninety (90) days of the charge being posted. All disputes are subject to review and approval by eFlow and may require additional documentation or evidence from you. For the purpose of resolving disputes, eFlow retains photographic images of all transactions on the M50 Toll Road for a limited period.

12.2

In the case where eFlow has incorrectly posted a charge to your Account and / or charged you incorrectly, eFlow will refund the amount incorrectly charged to your Account.

13. ACCOUNT STATEMENTS AND ACCOUNT INVOICES

13.1

eFlow shall provide, in accordance with the Account Application Form, (i) a monthly Account Statement notified by email and made available online, or (ii) a monthly Account Statement by post. However, please note that Account Statements will not be sent where the opening and closing balance on an account is zero and where there has been no transaction history for the stated period. These statements will, however, be available online.

13.2

You may request additional Account Statements to be issued to you by email or by post and, on so providing such additional Account Statement, eFlow shall be entitled to levy an additional account statement charge in respect of such additional Account Statement.

13.3

eFlow shall provide Account Invoices to Postpay Customers. Such Account Invoices shall identify the applicable Tolls and any other charges for which the Customer is liable and the Toll Roads to which the Tolls relate.

13.4

Any Account Statement or Account Invoice shall identify the relevant Toll Roads, the applicable

Tolls, any other charges payable, and all payments received or rejected within the period stated.

14. SUPPLY AND USE OF A TAG

14.1

Once you have provisionally registered for Tag Tolling (i.e., subject to acceptance of this Agreement in accordance with clause 2), eFlow shall provide you with the Tag (or Tags) and you shall:

- a. install and use the Tag in the Registered Vehicle for which the Tag is issued in accordance with the instructions provided and shall ensure that the Tag is properly mounted.
- b. only use the Tag in accordance with this Agreement for the Registered Vehicle it is assigned to on your Account.
- c. not, 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 to take all reasonable steps to ensure the safety of the Tag.
- e. provide eFlow all information in your possession regarding any loss, theft or Misuse of the Tag and take all steps eFlow deem necessary to assist the recovery of a Tag; or

Without prejudice to the generality of the foregoing, you shall not attempt to use the Tag by holding it in your hand or leaving it on the dashboard or in another non-mounted position in the Registered Vehicle or any other vehicle and any such conduct constitutes Misuse for the purposes of this Agreement.

14.2

If you do not properly install the Tag(s) in the Registered Vehicle(s), you may be charged at the Toll rate for Unregistered Vehicles or Video Tolling Rate in respect of the M50 Toll Road. You will be liable for any unpaid Tolls and applicable penalties in accordance with applicable law as a result of failing to mount the Tag correctly.

14.3

The Tag shall remain the property of eFlow at all times and you shall not do anything or permit anything to be done which may constitute a Misuse of the Tag.

15. DAMAGED/LOST/STOLEN TAGS

15.1

In the event that a Tag is damaged, lost or stolen, it is your responsibility to notify eFlow through the website, via webchat, by post or by telephone by calling the Customer Service Centre. You shall continue to be liable for any use made of the Tag until eFlow has been notified of the Tag being damaged, lost or stolen and the Tag has been cancelled by eFlow.

15.2

For the purposes of this Agreement, damage to the Tag means any circumstances where the Tag is rendered defective or inoperable due to tampering, abuse, improper use, battery leaks, defacement, or accidental destruction.

15.3

Following notification to eFlow in accordance with clause 15.1 above, eFlow shall cancel or otherwise disable the Tag and no further use may be made of the Tag.

15.4

In the event that you lose or damage a Tag, you shall not be entitled to a replacement Tag free of charge but may re-apply for a new Tag at the cost of €20.00 plus VAT or such other cost as applicable at that time.

16.2

Where you fail to return a Tag in accordance with this Agreement, within fourteen (14) days of being obliged to do so, eFlow may impose a charge of €20.00 plus VAT or such other cost as applicable at that time, on you, such charge to be debited from your Account.

17. CANCELLATION OF AGREEMENT

17.1

You may cancel this Agreement within fourteen (14) days of the Agreement in accordance with clause 2. Where the right of cancellation applies and is exercised by you in respect of a Tag Tolling option, you will immediately return the Tag to eFlow within fourteen (14) days of receipt whereupon eFlow will reimburse you any Tag Fee or any Account Start-up Balance paid by you.

17.2

Where the Tag has been used within the fourteen (14) day period, you shall not be entitled to exercise the right to cancel the Agreement.

18. TERMINATION

18.1

- a. This Agreement may be terminated by eFlow with immediate effect:
- b. if a petition is presented for a bankruptcy order in respect of you or you are otherwise unable to pay your debts as they fall due; or, as appropriate, an encumbrancer lawfully takes possession (and does not relinquish possession within thirty (30) days); or a receiver is validly appointed in respect of your assets; or a petition is presented for the appointment of an examiner; or an examinership order is made in respect of you; or a petition is presented for your winding-up or bankruptcy; or an order for your winding-up or bankruptcy is made; or an effective resolution is made or passed for your winding-up; or
- c. if you are in material breach of any of the terms of this 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 eFlow to you;
- d. where you fail to use the Tag in accordance with this Agreement or you have made or purported to make use of the Tag in an unauthorised or unlawful manner; or
- e. where in the opinion of eFlow, you have ceased to make the payments required in accordance with this Agreement and in circumstances where you constitute a Toll Evader.

18.2

Without prejudice to your right to cancel this Agreement in accordance with section 17 above, this Agreement may be terminated by either party by giving fourteen (14) days' notice to the other party provided that, upon giving such notice:

- a. your entitlement to use the services associated with Registered Vehicles contemplated by this Agreement shall cease; and
- b. the Registered Vehicles shall be treated as Unregistered Vehicles.

19. CONSEQUENCES OF TERMINATION

19.1

Following termination, you will remain responsible for the payment of any amounts owing by you under this Agreement and such outstanding amounts will be debited from your Account. If required, instructions may be given by eFlow to debit your payment account with any balance outstanding to eFlow on or after termination.

Any remaining credit balance shall be refunded to you by agreement to your chosen payment method when all outstanding toll payments or balances have been paid.

19.2

If there are insufficient funds in your Account, you remain liable for all such amounts. If such unpaid charges are not promptly paid to eFlow, you may become liable for additional service charges, fines, or penalties as set out in the Toll Bye-laws, Late Payment Charges or as may be notified to you from time to time.

20. AMENDMENTS TO AGREEMENT

20.1

The terms and conditions of this Agreement may be changed by eFlow at any time and any such changes will be notified to you prior to coming into effect. You will be deemed to have accepted any such changes within fourteen (14) days of the notification or when you have a toll transaction on the M50 after the date of notification, whichever is the earlier.

20.2

If you do not accept the terms and conditions of this Agreement, or any future alterations, amendments or other changes to the terms and conditions of this Agreement by eFlow, you shall notify the eFlow Customer Service Centre within fourteen (14) days of issue of those details by eFlow and this Agreement shall be terminated, and any Tags should be returned in accordance with clause 16 above.

21. DATA PROTECTION

21.1

For information on the processing of your personal data including our use of Cookies, please see the eFlow Privacy and Cookies Statement (which primarily relates to the personal data which is collected and processed when you visit the eflow website) and the eFlow Data Protection Notice (which primarily relates to the personal data which is collected and processed when you avail of the eflow barrier-free tolling system), both of which are available at www.eflow.ie.

22. INTELLECTUAL PROPERTY

eFlow grants you a non-exclusive, non-transferable, limited right to access and use the eFlow website located at www.eflow.ie and the material displayed thereon, subject always to the terms of this Agreement, and the eFlow terms of Website Use found at www.eflow.ie/downloads.

23. REPRESENTATION & WARRANTY

You represent and warrant to eFlow:

- a. the information disclosed to eFlow in connection with this Agreement is true and correct;
- b. you have validly accepted this Agreement; and
- c. this Agreement constitutes your valid and binding obligations.

24. ASSIGNMENT

24.1

eFlow may assign, transfer, or otherwise dispose of its rights, obligations, and interest in or under this Agreement to any person at any time.

24.2

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

25. FORCE MAJEURE

If the use of the Tag or any Toll Road is prevented or hindered by any matter beyond the control of eFlow 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, insurrection, embargo, pandemics, inability to communicate with third parties for whatever reason, failure of any computer or settlement system, failure of or delay in the transmission of messages via any app or mobile phone network, prevention from or hindrance in obtaining any energy or other supplies, late or malicious mischief or theft or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond the control of eFlow or any of its agents or sub-contractors, then the performance of this Agreement shall be suspended without any liability on the part of eFlow until such prevention or hindrance comes to an end.

26. LIABILITY

26.1

To the maximum extent permitted by law, all liabilities of eFlow (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 deactivated or the Misuse of the Tag) are hereby excluded.

26.2

Neither eFlow nor its agents will have any obligation or liability with respect to your use or the performance of the Tag. Your sole and exclusive remedy from eFlow and its agents will be the replacement of any defective Tag(s).

26.3

Without prejudice to the foregoing, eFlow shall not be liable to you for any loss of profits, goodwill, business opportunity or any type of special or consequential loss incurred by you, whether directly or indirectly.

27. MISCELLANEOUS

27.1

The terms and conditions set out herein constitute all the terms and conditions of the Agreement. You acknowledge that you have not relied upon any representation save for any set out in these terms and conditions.

27.2

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.

27.3

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, all representations, warranties, and undertakings, express or implied, are hereby excluded.

28. PROVISIONS SEVERABLE

Each of the provisions contained in these terms and conditions shall be severable and distinct from one another and if any one or more of such provisions is 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.

29. NOTICES

29.1

Where either you or eFlow are required to notify the other pursuant to this Agreement, or otherwise wish to communicate with the other, such notice or communication may be served:

- a. in your case to eFlow:
 - ii. by posting or delivering to such address as appears on eflow.ie or as otherwise notified from time to time;
 - iii. by email, SMS, facsimile transmission, telephone or webchat to such email address, SMS number, facsimile number or telephone number as appears on eflow.ie or as otherwise notified from time to time; or
- b. in the case of eFlow to you:
 - i. by posting or delivering to such address as is recorded in the Account Application Form (as may be changed from time to time in accordance with this Agreement) or to such other address as may be contemplated by the Roads Acts 1993-2015.
 - ii. by email to such address or by SMS text message or telephone to such phone number as is recorded in the Account Application Form (as may be amended from time to time in accordance with this Agreement); or
 - iii. by such other means as eFlow may consider appropriate including, where you avail of the M50 Toll Pay App, by push notification on such App.

29.2

Any notice or communication so served shall be deemed duly served:

- a. in the case of post, forty-eight (48) hours after posting or if delivered by hand, on delivery;
- b. in the case of email, SMS or notice via the M50 Toll Pay App, upon delivery;
- c. in the case of facsimile transmission, upon confirmation of receipt by the addressee; or;
- d. in the case of Telephone, upon completion of the call.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Ireland.



eFlow, PO Box 13924, South City DSU, Cork, Freepost
FCK7528

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