

eFlow Customer Agreement

Terms and Conditions

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 the National Roads Authority (for these purposes, **eFlow you first** or **eFlow**) 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 **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 this Agreement at any time by providing written notice to you, either by post or electronic mail, 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 onto the My Account page on www.eflow.ie or by contacting the eFlow Customer Service Centre by telephone to **1890 50 10 50** or sending a fax to the number notified from time to time.

B OPENING AN ACCOUNT

- B.1** In order to open an Account, you shall have completed an Account Application Form online or shall have 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. 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);
 - the proposed Payment Method;
 - whether the Account is to be a personal or business account;
 - whether the Account is to be a Tag Account or a Video Account;
 - the type and manner of delivery of Account Statements; and
 - whether the Account is to be a Pre-paid Account or a Post-paid Account.
- B.2** 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 Pre-paid Account, eFlow must have received from you the Account Start-up Balance.
- B.3** eFlow reserves the right to refuse any application to open an Account or enter into this Agreement.
- B.4** In the event that 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:
- “Account”** means your Tag Account or Video Account;
- “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, in order to open an Account;
- “Account Balance”** means, at any time, the amount recorded by which an Account may be in credit or in debit, as the case may be;
- “Account Fee”** means, at any time, the amount payable by a Customer in connection with the provision of the Account and related services at such time for each Charge Period or part of a Charge Period in accordance with this Agreement (currently €1.23 per Tag issued to you), as may be adjusted from time to time by eFlow, after giving prior notice of such adjustment to you;
- “Account Start-up Balance”** means, in relation to a Pre-paid Account, forty euro (€40);
- “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 incurred by the Customer during that period);
- “Additional Account Statement Charge”** means one euro twenty three (€1.23) or such other amount as may be specified by eFlow as payable in connection with the issue of those Account Statements other than those Account Statements that are issued free of charge in accordance with this Agreement;

“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, to the extent applicable in each case, the Account Fee, the Late Payment Charges and the Additional Account Statement Charge;

“Interoperability” means that a Customer holding a Tag 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 Charge” 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 to be maintained in a Pre-Paid Account, being twelve euro (€12) or such other amount as eFlow may specify from time to time;

“Minimum Top-Up Amount” means the minimum amount to be credited to the Pre-paid Account each time the Minimum Balance is reached, being thirty euro (€30) 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 the Agreement, the Bye-Laws and the Roads Acts 1993-2007, including such other acts or omissions that eFlow may specify and notify to Customers from time to time;

“Monthly Account Statement” means the Account Statement issued to you setting out your transaction history on a monthly basis for the stated period and any charges incurred by you during that period;

“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 next business day following the expiry of such Charge Period;

“Payment Method” means a method of payment which is acceptable to eFlow, being credit card, debit card or by direct debit from the Customer’s payment account or such other payment method as eFlow may from time to time approve;

“Post-paid 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

particular 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-paid 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;

“**Quarterly Account Statement**” means the Account Statement issued to you on a three (3) monthly basis setting out your transaction history (including, any charges incurred) during the stated period;

“**Registered Vehicles**” means the vehicle or vehicles registered by you in connection with the Agreement;

“**Rejected Payment**” means any payment in respect of which eFlow has not been credited with the amount of such payment;

“**Rewardcard**” means an eFlow Rewardcard loyalty scheme that is operated by eFlow and is available to holders of active eFlow Tag or Video toll accounts. The Rewardcard loyalty scheme allows eFlow customers to avail of a range of discounts and offers from some of Ireland’s best known brands that have been made exclusive to the eFlow Rewardcard scheme. A full list of discounts and offers can be found online at www.eflowrewards.ie.

“**Service Centre Agent**” means an employee of the Customer Service Centre who is authorised to deal with Customer queries;

“**Site**” has the meaning given to in clause 21;

“**Tag**” means the electronic device supplied by eFlow to you for installation in the Registered Vehicles 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 Account**” means an account maintained with eFlow in respect of which a Tag has been issued for installation in the Registered Vehicles;

“**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 Bye-Laws;

“**Toll Bye-Laws**” means, at any time, the Bye-Laws applicable to the M50 Toll Road made pursuant to the Roads Act 1993;

“**Toll Collection System**” means the system designed and maintained in order to facilitate the collection of Tolls electronically on behalf of eFlow;

“**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 Act 1993;

“**Unregistered Vehicles**” means any vehicle that is not registered with eFlow or an operator of an interoperable toll road (other than the M50 Toll Road); and

“**Video Account**” means an account maintained with eFlow other than a Tag Account.

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 the State;
- (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

- 2.1** In circumstances where you apply for an Account on-line (www.eflow.ie/account), 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 into and accepted this Agreement.
- 2.2** In the case of Tag Accounts (except for those Tag Accounts accepted in accordance with clause 2.1), once the Account Application Form has been approved:
 - (a) eFlow will issue this Agreement together with a Tag to the address provided on your Account Application Form;
 - (b) eFlow will issue an eFlow Rewardcard after you have registered for an eFlow Tag account. This is a free personal card however you are not obligated to use this card. If you do not wish to avail of any of the offers or discounts, please destroy the card.
 - (c) unless you have accepted this Agreement (as set out below), you have the right within 14 days of the date on which the Agreement has been sent to you to cancel your Tag Account with us; and
 - (d) to exercise the right to cancel you must return the Tag and the Agreement to us together with a written request for cancellation. The tag must be returned in its original unused condition. However, this Agreement will take effect between us and you will no longer have the right to cancel this Agreement on the earlier of:

- (i) The expiry of the 14 day period referred to at 2.2(b) above; and
 - (ii) 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** In the case of Video Accounts (except for those Video Accounts accepted in accordance with clause 2.1), once the Account Application Form has been approved:
- (a) eFlow will issue this Agreement to the address provided on your Account Application Form;
 - (b) eFlow will issue an eFlow Rewardcard after you have registered for an eFlow Video account. This is a free personal card however you are not obligated to use this card. If you do not wish to avail of any of the offers or discounts, please destroy the card.
 - (c) unless you have accepted this Agreement (as set out below), you have the right within 14 days of the date on which the Agreement has been sent to you to cancel your Video Account with us; and
 - (d) to exercise the right to cancel you must return this Agreement to us together with a written request for cancellation. However, this Agreement will take effect between us and you will no longer have the right to cancel this Agreement on the earlier of:
 - (i) The expiry of the 14 day period referred to at 2.3(b) above; and
 - (ii) 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 a Video Account
- 2.4** You should note that, while this Agreement may be in place in accordance with the foregoing, it does not take effect, in the case of Pre-paid 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 ACCOUNTS - RECORDING METHOD

eFlow offers two different Accounts for Customers by reference to the method of recording the passage of the Registered Vehicles on the M50 Toll Road, namely:

- Tag accounts; and
- Video accounts.

Either Account may be a Pre-paid Account or a Post-paid Account.

Irrespective of the type of Account selected, 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 and every Toll that may be incurred by Registered Vehicles pursuant to applicable law 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 can unilaterally alter the class of vehicle to which a Tag Account or Video

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

- 4.4** You agree to notify eFlow of any change of Registered Vehicle or of name or address or registered office, as the case may be, within seven (7) days of the occurrence of the change.

5 TAGS AND TAG ACCOUNTS

- 5.1** A Tag may only be used for the Registered Vehicle (and related Tag Account) for which it is issued by eFlow.
- 5.2** Registered Vehicles and Tags are registered to a Tag Account. A maximum of six (6) Registered Vehicles and Tags may be registered in respect of an Account that is a personal or non-business account. Subject to eFlow's approval, there is no maximum number of Registered Vehicles and Tags that can be registered in relation to a particular Tag Account that is a business account.
- 5.3** It is your responsibility to ensure that Tags are affixed by you to the Registered Vehicle 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).
- 5.4** If you acquire a tag from an operator of a toll road other than the M50 Toll Road and propose to use this tag in a Registered Vehicle along with the Tag for that Registered Vehicle, it is your responsibility to ensure that the Tag is read by the Toll Collection System.
- 5.5** 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) the amount of your Account:
 - (i) (in the case of a Pre-paid Account) will have deducted from it the amount due in respect of such Toll; or
 - (ii) (in the case of a Post-paid Account) the amount due to eFlow on the next following Payment Date shall be increased by the amount due in respect of such Toll, provided that where you have breached this Agreement (whether by reason of failing to pay to eFlow any amount due to it in accordance with this Agreement or otherwise or, in the case of a Pre-paid Account, the balance of such Pre-paid Account being less than the Minimum Balance), you may not be able to avail of this right.
- 5.6** In the case of a Tag Account, where the passage of the Registered Vehicle on the Toll

Road is not recorded using the Tag 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 Account is a Video Account, not a Tag Account.

- 5.7 Where you have breached this Agreement (whether by reason of failing to pay to eFlow any amount due to it in accordance with this Agreement or otherwise or, in the case of a Pre-paid Account, the balance of such Pre-paid Account is less than the Minimum Balance), eFlow may treat you as if the Registered Vehicles are not the subject of a Tag Account in which case you shall be liable to pay Tolls as if the Registered Vehicles are Unregistered Vehicles.

6 VIDEO ACCOUNT

- 6.1 A Video Account shall only be in respect of those Registered Vehicles registered in relation to such Video Account.
- 6.2 A maximum of six (6) Registered Vehicles may be registered in respect of an Account that is a personal or non-business account. Subject to eFlow's approval, there is no maximum number of Registered Vehicles that can be registered in relation to a particular Video Account that is a business account.
- 6.3 Where you have breached this Agreement (whether by reason of failing to pay to eFlow any amount due to it in accordance with this Agreement or otherwise or, in the case of a Pre-paid Account, the balance of such Pre-paid Account is less than the Minimum Balance), eFlow may treat you as if the Registered Vehicles are not the subject of a Video Account and accordingly, you shall be liable to pay Tolls as if the Registered Vehicles are Unregistered Vehicles.

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 Account Fee;
 - (c) all amounts payable by way of Additional Account Statement Charges;
 - (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 to 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.
- 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 make adjustments, 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.

- 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 within twenty four (24) hours notify eFlow of such cancellation, alteration or intention and shall discharge forthwith all amounts due to eFlow.

8 PRE-PAID ACCOUNT

When you have chosen a Pre-paid Account:

- (a) the Account Start-up Balance for each Pre-paid Account is forty euro (€40.00) for each Registered Vehicle;
- (b) you are responsible for maintaining at all times the Minimum Balance in such Prepaid 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 Pre-paid 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 Top-Up Amount; or
 - (ii) such other amount as may be necessary to ensure that the Account Balance on your Pre-paid Account is at least equal to the Minimum Balance, in accordance with the Payment Method associated with the Account and the Account shall reflect such payments when received by eFlow, provided that, in determining a Minimum Balance for the purposes of this Clause 8, any debit of your payment account effected by eFlow (the proceeds of which have not been received by eFlow at such time but only because of the time it takes to have funds credited to eFlow after the giving of any such instruction) shall be taken into account.

9 POST-PAID ACCOUNT

Where you have chosen a Post-paid account:

- (a) you are responsible to ensure 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-paid Account and the Account Balance shall be adjusted to take account of such amount; and
- (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.

10 ACCOUNT FEES AND CHARGES

- 10.1 You shall be responsible for paying the applicable Fees on a monthly basis. Such Fees will be debited to your Account at the end of each Charge Period.
- 10.2 The Account Fee payable for each Tag issued in connection with a Tag Account is €1.23 for every month or part thereof where the Customer has a valid Tag Account. Such amount may be varied with prior notification to the Customer.
- 10.3 There is no Account Fee for a Video Account.
- 10.4 There is no fee payable in connection with the issue of the Monthly Account Statement where such Account Statement is notified by email and made available online. There is no fee payable in connection with the issue of the Quarterly Account Statement where such Quarterly Account Statement is issued by post. Where you require a Monthly Account Statement to be issued by post, an Additional Account Statement Charge will apply in respect of each such Monthly Account Statement issued by post.
- 10.5 Where you request an Account Statement in addition to those referred to in clause 10.4, you shall pay to eFlow an Additional Account Statement Charge in respect of such additional Account Statement, whether issued by email or post.

11 DISPUTE OF CHARGES

- 11.1 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.
- 11.2 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.

12 STATEMENTS

- 12.1 eFlow shall provide, in accordance with the Account Application Form, without charge:
 - (a) a Monthly Account Statement notified by email and made available online; or
 - (b) a Quarterly Account Statement by post, to your email or postal address (as applicable) provided on your Account Application Form (or to any changed email or postal address that has been notified by you to eFlow in accordance with this Agreement) setting out the transaction history for the stated period.
- 12.2 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 receive an Additional Account Statement Charge in respect of such additional Account Statement.
- 12.3 Any Account Statement shall identify the relevant Toll Roads, applicable Tolls and other charges payable.

12.4 Where you have elected to receive Quarterly Account Statements by post, eFlow shall be entitled, in respect of any particular three month period, to issue Monthly Account Statements to you by post in lieu of such Quarterly Account Statements.

13 SUPPLY AND USE OF A TAG

13.1 Once you have provisionally registered for a Tag Account (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 listed in the Account Application Form 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 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 deems necessary to assist the recovery of a Tag; or
- (f) not transfer or share a Tag with another vehicle to attempt to make an electronic payment of a Toll. 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.

13.2 If you do not properly install the Tag in the Registered Vehicles, you may be charged at the Toll rate for Unregistered Vehicles 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.

13.3 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.

13.4 You shall be responsible for notifying eFlow of a malfunctioning or defective Tag. To the extent required by eFlow, a Tag may be tested to determine if it is functioning properly. A malfunctioning or defective Tag that, in the opinion of eFlow, is defective for reasons other than abuse or improper use shall be replaced at no cost to you.

13.5 In the event that eFlow is of the opinion that the Tag is or has been subject to Misuse, eFlow will be entitled to cancel or otherwise disable the Tag so that no further use may be made of the Tag for the purposes of discharging Tolls. eFlow shall not be liable to you for any cancellation of the Tag due to any actual or reasonably suspected misuse of the Tag.

14 DAMAGED/LOST/STOLEN TAGS

14.1 In the event that a Tag is damaged, lost or stolen, it is your responsibility to notify eFlow through the website 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.

- 14.2 For purposes of this Agreement, damage is defined as the rendering of the Tag defective or inoperable due to tampering, abuse, improper use, battery leaks, defacement, or accidental destruction.
- 14.3 Following notification to eFlow in accordance with clause 14.1 above, eFlow shall cancel or otherwise disable the Tag and no further use may be made of the Tag.
- 14.4 Where 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 twenty four euro and sixty cent (€24.60) or such other cost as applicable at that time.

15 RETURN OF TAG

- 15.1 You agree to return the Tag to eFlow:
 - (a) upon request by eFlow;
 - (b) where the Tag is defective or is found following a notification by the Customer that the Tag was lost or stolen; or
 - (c) following the termination of this Agreement for whatever reason.
- 15.2 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 twenty four euro and sixty cent (€24.60) or such other cost as applicable at that time, on you, such charge to be debited from your Account.

16 CANCELLATION OF AGREEMENT

- 16.1 You may cancel this Agreement within fourteen (14) days of the date of this Agreement in accordance with clause 2. Where the right of cancellation applies and is exercised by you, you will immediately return the Tag to eFlow within fourteen (14) days of receipt whereupon eFlow will reimburse you any Account Fee or any Account Start-up Balance paid by you.
- 16.2 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.

17 TERMINATION

- 17.1 This Agreement may be terminated by eFlow with immediate effect:
 - (a) 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
 - (b) 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;
- (c) 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
 - (d) where in the opinion of eFlow, you have ceased to make the payments required in accordance with this Agreement and fail to discharge an amount owing to eFlow within the time requested for payment.
- 17.2** Without prejudice to your right to cancel this Agreement in accordance with section 16 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 toll collection arrangement contemplated by this Agreement shall cease; and
 - (b) the Registered Vehicles shall be treated as Unregistered Vehicles.

18 CONSEQUENCES OF TERMINATION

- 18.1** 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.
- 18.2** 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 Bye-Laws, Late Payment Charges or as may be notified to you from time to time.

19 AMENDMENTS TO AGREEMENT

- 19.1** 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 use your Tag or Video Account after the date of notification, whichever is the earlier.
- 19.2** 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.

20 DATA PROTECTION

- 20.1** You consent to the use and disclosure of information provided by you or related to you (including personal data as defined in the Data Protection Acts 1988 and 2003) for the purposes set out in the Agreement.
- 20.2** eFlow may disclose your personal data to its agents, contractors and service providers to the extent reasonably required for the purposes described above.

- 20.3** eFlow may disclose your personal data to a relevant road tolling operator in connection with the provision of interoperable toll transactions in Ireland.
- 20.4** eFlow may share information about the way you conduct your account with credit reference agencies.
- 20.5** eFlow may communicate with you via email or through the post in order to get your opinion on eFlow and ways to improve our service. eFlow may also communicate with you via email or through the post in order to get your opinion on future promotions and offers that might be made available through the eFlow Rewardcard scheme.
- 20.6** eFlow may communicate with you via email or through the post to let you know about promotional offers on products and services that are advertised on www.eflowrewards.ie such as, car hire, car insurance, hotels and leisure activities that may be of interest to you.
- 20.7** eFlow may communicate with you via email or through the post to let you know about competition announcements that are run by eFlow, by the eFlow Rewardcard scheme and in association with selected affiliate partners and associated sponsors.
- 20.8** The personal data which you provide to eFlow will be held on secure servers and all reasonable steps will be taken (including appropriate technical and organisational security measures) to protect your personal data.
- 20.9** If at any time eFlow intends to use your personal data in a manner significantly different from that stated in this Agreement, or otherwise disclosed to you at the time it was collected, eFlow will notify you, and you will have the choice as to whether or not eFlow use your information in the new manner.
- 20.10** You have the right, subject to certain exemptions, to obtain a copy of any personal data eFlow hold about you and to correct any inaccuracies in such data. If you wish to avail of any of these rights, please contact eFlow at eFlow, P.O. Box 11302, Dublin 17.

21 INTELLECTUAL PROPERTY

eFlow grants you a non-exclusive, non-transferable, limited right to access and use the eFlow website located at www.eflow.ie (the "Site") and the material displayed thereon. Such access is subject to the terms of this Agreement and the Terms of Website Use which are set out on the Site at the time of such access.

22 REPRESENTATION AND 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.

23 ASSIGNMENT

- 23.1** eFlow may assign, transfer or otherwise dispose of its rights, obligations and interest in or under this Agreement to any person at any time.
- 23.2** You may not assign, transfer or otherwise dispose of its rights, obligations and interest in or under the Agreement.

24 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, 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 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.

25 LIABILITY

- 25.1** To the maximum extent permitted by law, any and 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.
- 25.2** 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).
- 25.3** 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, indirect or consequential loss incurred by you, whether directly or indirectly.

26 MISCELLANEOUS

- 26.1** 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.
- 26.2** The interpretation of this Agreement shall be governed by Irish law and the Irish courts have jurisdiction to resolve any dispute in relation to the Agreement.
- 26.3** 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.
- 26.4** 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.

27 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.

28 NOTICES

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

- (a) in your case to eFlow,
 - (i) by posting to: eFlow, PO Box 11302, Dublin 17, Ireland; or
 - (ii) by email or by facsimile transmission to: such email address or facsimile number as may be 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 such other address as may be contemplated by the Roads Acts 1993-2007;
 - (ii) by email to: such address 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.

28.2 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, upon delivery; or
- (c) in the case of facsimile transmission, upon confirmation of receipt by the addressee.

28.3 If notification is by telephone or in person, it will only be effective if confirmed by written notice served in accordance with this clause 28 within seven days of such notification by telephone or in person.



eFlow
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Dublin 17

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+353 1 461 0122
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www.eflow.ie
www.eflowrewards.ie
 [@eflow_freeflow](https://twitter.com/eflow_freeflow)