eFlow: My Tolls Quick Access Terms and Conditions

THESE TERMS AND CONDITIONS APPLY TO YOUR OPENING AND USE OF A QUICK ACCESS PROFILE ON THE EFLOW: MY TOLLS APP (THE "TERMS") ONLY. PLEASE READ THE EFLOW: MY TOLLS APP TERMS OF USE WHICH SET OUT THE GENERAL TERMS AND CONDITIONS UPON WHICH YOU ARE ENTITLED TO DOWNLOAD, INSTALL AND USE THE EFLOW: MY TOLLS APP (THE "APP").

1. Information About Us

1.1 Transport Infrastructure Ireland (**"TII"**) is the operational name of the National Roads Authority **("NRA")** following the dissolution of the Railway Procurement Agency and the transfer of its functions to the NRA in accordance with the Roads Act 2015. TII's main address is Parkgate Business Centre, Parkgate Street, Dublin 8, D08, DK10.

1.2 TII has appointed Turas Mobility Services Ireland Limited (**"Turas"**) to provide services in relation to the operation of the M50 Barrier-Free Tolling System and eFlow, including the operation of the App.

1.3 References to "eFlow" "we", "us" or "our" in these Terms refer to TII, or Turas operating eFlow on TII's behalf.

2. Definitions

2.1 In these Terms, the following words and expressions shall have the following meaning unless the context otherwise requires:

"**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 these Terms.

"**M50 Toll Road**" means that part of the N50 national road (otherwise known as the M50) that is a Toll Road.

"**Toll Bye-Laws**" means, at any time, the bye-laws applicable to the M50 Toll Road made pursuant to the Roads Acts 1993 to 2023.

3. Quick Access Profile Terms

3.1 If you do not wish to open a full, registered eFlow Account, you may instead open a "**Quick Access**" Profile, available on the App only. A Quick Access Profile allows you to manage payments and journeys on an account on the eFlow: My Tolls App, without requiring you to open a full, registered eFlow Account. However, you should be aware that holders of fully registered eFlow Accounts are entitled to reduced toll charges, whereas tolls for users of Quick Access Profiles are still charged at the unregistered rate.

3.2 A Quick Access Profile also allows you:

1. the option to register for push notifications on the App;
2. to add credit;
3. to set up automatic payments
4. to view your balance;
5. to add or remove payment methods, such as credit or debit cards;
6. to manage up to one vehicle;
7. to view details of journeys;
8. to make payments for selected journeys; and
9. to manage your Quick Access Profile (e.g. changing passwords, phone numbers and email addresses)

3.3 eFlow reserves the right to refuse any application to open a Quick Access Profile.

3.4 In circumstances where you apply for a Quick Access Profile on the App, you will be asked to acknowledge and agree to these Terms if you wish to proceed. By marking the checkbox presented to you, you will be deemed to have entered into, and accepted, these Terms.

4. Setting up your Quick Access Profile and security

4.1 To set up a Quick Access Profile, you will be required to complete a Quick Access Profile application on the App. The information to be included in the Quick Access Profile application form includes:

1. email address (which will also function as your username), name and mobile phone number;
2. details of the vehicle you wish to register on the profile (such as licence plate number, make, model, colour and vehicle type); and
3. at your option - proposed payment method, i.e. credit card, debit card or digital wallet details (e.g. Apple Pay) and whether you wish to opt-in for automatic toll payments.

4.2 The details you provide on applying for your Quick Access Profile are important and must be true and accurate. If there are any changes to these details, please record them by logging in to your profile and editing your information.

4.3 When providing vehicle registration details to us, you confirm that you are the owner, or are authorised to provide the details, of the relevant vehicle.

4.4 If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. You agree to notify eFlow immediately if your password is lost or misused. Subject to appropriate security checks, you will be required to choose a new password or may be issued with a new password.

5. Payment of Tolls/ Charges

5.1 By providing your credit card, debit card or digital wallet details you are providing your authority for tolls/charges to be deducted using these payment methods:

1. in the case of automatic toll payments, as and when those charges are incurred; and
2. in other cases, when you log in to your profile and authorise the payment of toll charges.

5.2 If the payment method fails for any reason (for example because you changed your credit or debit card without notifying us) or you do not pay the charges by another method, then you may incur Late Payment Charges, including additional fines or penalties as set out in the Toll Bye-Laws.

6. Disputes

6.1 eFlow must be notified of any disputes of charges appearing on your Quick Access Profile within fifty (50) 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.

7. Liability

7.1 Neither eFlow nor its agents will have any obligation or liability with respect to your use, or the performance of, the App or your Quick Access Profile on the App. 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 as a result of your use of the App or your Quick Access Profile.

8. Closing your Quick Access Profile / Termination / Replacing Your Vehicle

8.1 You may close your Quick Access Profile or replace the vehicle on your Quick Access Profile at any time. If you have any payment methods linked to your Quick Access Profile which are set to automatic payment, you must remove these payment methods before closing your Profile or replacing the vehicle associated with the Profile.

8.2 Any credit balance on your Quick Access Profile will not automatically transfer to the new vehicle if you replace a vehicle on your Quick Access Profile. You must contact the eFlow Contact Centre to recover this balance.

8.3 If you wish to open a registered eFlow Account, you will need to first close your Quick Access Profile.

8.4 We may terminate your Quick Access Profile with immediate effect if you are in material breach of any of these Terms, where such breach is incapable of remedy or, if capable of remedy, such breach is not remedied within thirty (30) days after notice therefore has been given by eFlow to you.

8.5 Notwithstanding any termination or closure of your Quick Access Profile, you remain responsible for the payment of any journey charges owed by you. If such unpaid charges are not promptly paid to eFlow, you may become liable for Late Payment Charges, including additional fines or penalties as set out in the Toll Bye-Laws.

8.6 On termination or closure of your Quick Access Profile, any remaining credit balance will be refunded to you to your chosen payment method once you contact the eFlow Contact Centre.

9. Data Protection

9.1 For information on the processing of your personal data including our use of cookies in connection with your Quick Access Profile, please see (i) the eFlow: My Tolls App Privacy Notice, (ii) the eFlow: My Tolls App Cookies Policy (which primarily relates to the personal data which is collected and processed when you visit the App) and (iii) the eFlow Data Protection Notice (which primarily relates to the personal data which is collected and processed when you avail of the eFlow M50 barrier-free tolling system), all of which are available via the App.

10. Representation and Warranties

10.1 You represent and warrant to eFlow:

1. the information disclosed to eFlow in connection with these Terms is true and correct;
2. you have validly accepted these Terms; and
3. these Terms constitute your valid and binding obligations.

10.2 Except as expressly set out in these Terms, all other representations, warranties, terms and conditions whether express or implied in relation to the Quick Access Profile or the information contained herein are hereby excluded to the fullest extent permitted by law.

11. Consequences

11.1 If we become aware that you have violated any of these Terms we may immediately take corrective action including preventing you from accessing your Quick Access Profile and/or closing your Profile and removing any information, data and content on the App by you, at any moment and without notice. If we have been injured by your violation we may in our discretion seek to recover damages or other forms of monetary compensation from you.

12. Variations

12.1 These Terms 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 Toll Road after the date of notification, whichever is the earlier.

13. Governing Law

13.1 These Terms shall be governed by and construed in accordance with the laws of Ireland and you hereby submit to the exclusive jurisdiction of the Irish Courts.

14. 14. Contact Us

To contact us, please email info@eflow.ie or see further contact details at https://eflow.ie/contact-us.

eFlow: Téarmaí agus Coinníollacha Próifíle Mear-rochtana Aip My Tolls

BAINEANN NA TÉARMAÍ AGUS COINNÍOLLACHA SEO LE hOSCAILT AGUS LE hÚSÁID PRÓIFÍLE MEAR-ROCHTANA AR AIP MY TOLLS: EFLOW (NA "TÉARMAÍ"). LÉIGH TÉARMAÍ ÚSÁIDE AIP MYTOLLS: EFLOW INA LEAGTAR AMACH NA TÉARMAÍ AGUS NA COINNÍOLLACHA A THUGANN TEIDLÍOCHT DUIT CHUIG AIP MY TOLLS: EFLOW (AN "AIP") A ÍOSLÓDÁIL, A SHUITEÁIL AGUS A ÚSÁID.

1. Faisnéis Maidir Linn

1.1 Is é Bonneagar Iompair Éireann (**"BIÉ"**) ainm oibriúcháin an Údaráis um Bóithre Náisiúnta **("ÚBN")** i ndiaidh scaoileadh na Gníomhaireachta um Fháil Iarnród agus aistriú a feidhmeanna chuig an ÚBN de réir Acht na mBóithre, 2015. Is é seo a leanas príomhsheoladh BIÉ - Ionad Gnó Gheata na Páirce, Sráid Gheata na Páirce, Baile Átha Cliath 8, D08 DK10.

1.2 Tá Turas Mobility Services Ireland Limited (**"Turas"**) ceaptha ag BIÉ chun seirbhísí a sholáthar i ndáil le hoibriú Chóras Dolaí Gan Bhacainn an M50 agus eFlow, lena n-áirítear oibriú na hAipe.

1.3 Sna Téarmaí seo tagraíonn "eFlow", "muid" nó "ár" do BIÉ, nó Turas atá i mbun eFlow a oibriú thar ceann BIÉ.

2. Sainmhínithe

2.1 Sna Téarmaí seo, tá an bhrí seo a leanas leis na focail agus leaganacha cainte seo a leanas mura gceanglaíonn an comhthéacs rud éigin eile:

Ciallaíonn "**Táillí Íocaíochta Déanaí**" cibé méid is féidir le eFlow a shonrú ó am go ham mar an méid breise atá le híoc agat má theipeann ar eFlow íocaíocht a fháil mar a cheanglaítear faoi na Téarmaí seo.

Ciallaíonn "**Bóthar Dola an M50**" an chuid sin de bhóthar náisiúnta an N50 (ar a dtugtar an M50 freisin) ar Bóthar Dola é.

Ciallaíonn "**Fodhlíthe Dola**", ag am ar bith, na fodhlíthe atá infheidhme maidir le Bóthar Dola an M50 de bhua Achtanna na mBóithre, 1993 - 2023.

3. Téarmaí do Phróifíle Mear-rochtana

3.1 Mura mian leat Cuntas eFlow iomlán, cláraithe a oscailt, féadfaidh tú Próifíl "**Mear-rochtana**" a oscailt seachas sin, atá le fáil díreach ar an Aip. Ceadaíonn Próifíl Mhear-rochtana duit íocaíochtaí agus aistir ar chuntas ar Aip My Tolls: eFlow a bhainistiú gan gá a bheith ann Cuntas eFlow iomlán, cláraithe a oscailt. Ba cheart go dtuigfeá, áfach, go bhfuil sealbhóirí Cuntas eFlow atá cláraithe go hiomlán i dteideal táillí dola laghdaithe, agus go bhfuil dolaí d'úsáideoirí Próifílí Mear-rochtana á ngearradh ag an ráta neamhchláraithe fós.

3.2 Ceadaíonn Próifíl Mhear-rochtana duit an méid seo a leanas:

1. an rogha clárú do bhrúfhógraí ar an Aip;
2. creidmheas a chur leis;
3. íocaíochtaí uathoibríocha a shocrú
4. féachaint ar d'iarmhéid;
5. modhanna íocaíochta a chur leis nó a bhaint, cosúil le cártaí creidmheasa nó dochair;
6. suas le feithicil amháin a bhainistiú;
7. féachaint ar shonraí aistear;
8. íocaíochtaí a dhéanamh le haghaidh aistir roghnaithe; agus
9. do Phróifíl Mhear-rochtana a bhainistiú (e.g. pasfhocail, uimhreacha teileafóin agus seoltaí ríomhphoist a athrú).

3.3 Coimeádann eFlow an ceart chun diúltú d'aon iarratas chun Próifíl Mhear-rochtana a oscailt.

3.4 In imthosca ina ndéanann tú iarratas ar Phróifíl Mhear-rochtana ar an Aip, iarrfar ort na Téarmaí seo a admháil agus aontú leo más mian leat leanúint ar aghaidh. Má chuireann tú tic sa ticbhosca, glacfar leis go bhfuil tú páirteach in agus go nglacann tú leis na Téarmaí seo.

4. Do Phróifíl Mhear-rochtana agus slándáil a shocrú

4.1 Más mian leat Próifíl Mhear-rochtana a shocrú, beidh ort iarratas Próifíle Mear-rochtana a líonadh ar an Aip. I measc na faisnéise atá le cur ar fáil ar fhoirm iarratais na Próifíle Mear-rochtana tá:

1. seoladh ríomhphoist (a bheidh ag feidhmiú mar d'ainm úsáideora freisin), ainm agus uimhir theileafóin phóca;
2. sonraí na feithicle is mian leat a chlárú ar an bpróifíl (cosúil le huimhir an uimhirphláta, déanamh, múnla, dath agus cineál feithicle); agus

3. agus tá rogha agat maidir le - modh íocaíochta beartaithe, i.e. sonraí cárta creidmheasa, cárta dochair nó sparáin dhigitigh (e.g. Apple Pay) agus cibé acu an mian leat díliostáil le haghaidh íocaíochtaí dola uathoibríocha.

4.2 Tá na sonraí a chuireann tú ar fáil nuair a dhéanann tú iarratas ar do Phróifíl Mhear-rochtana tábhachtach agus ní mór go mbeidís fíor agus cruinn. Má thagann aon athrú ar na sonraí seo, taifead iad trí logáil isteach ar do phróifíl agus cuir d'fhaisnéis in eagar.

4.3 Nuair a bhíonn sonraí cláraithe d'fheithicle á gcur ar fáil agat dúinn, deimhníonn tú gur tusa an t-úinéir, nó go bhfuil tú údaraithe chun sonraí na feithicle ábhartha a chur ar fáil.

4.4 Má roghnaíonn tú, nó má chuirtear pasfhocal ar fáil duit nó aon phíosa faisnéise eile mar chuid dár nósanna imeachta slándála, ní mór duit caitheamh lena leithéid d'fhaisnéis mar fhaisnéis rúnda agus níor cheart duit an t-eolas sin a chur ar fáil d'aon tríú páirtí. Aontaíonn tú fógra a thabhairt do eFlow láithreach má chailltear nó má bhaintear mí-úsáid as do phasfhocal. Faoi réir seiceálacha slándála oiriúnacha, beidh ort pasfhocal nua a roghnú nó b'fhéidir go bhféadfaí pasfhocal nua a eisiúint chugat.

5. Íoc Dolaí/Táillí

5.1 Trí shonraí do chárta creidmheasa, cárta dochair nó sparáin dhigitigh a chur ar fáil tá údarás á thabhairt agat dúinn chun dolaí/táillí a asbhaint trí úsáid a bhaint as na modhanna íocaíochta seo:

- i gcás íocaíochtaí dola uathoibríocha, de réir agus nuair a thabhaítear na táillí seo; agus
- i gcásanna eile, nuair a logálann tú isteach ar do phróifíl agus nuair a údaraíonn tú íoc na dtáillí dola.

5.2 Má theipeann ar an modh íocaíochta mar gheall ar aon chúis (de bhrí gur athraigh tú do chárta creidmheasa nó dochair gan fógra a thabhairt dúinn mar shampla) nó mura n-íocann tú na táillí trí mhodh eile, ansin féadfaidh tú Táillí Íocaíochta Déanaí a thabhú, lena n-áirítear fíneálacha nó pionóis bhreise mar atá leagtha amach sna Fodhlíthe Dola.

6. Díospóidí

6.1 Ní mór fógra a thabhairt do eFlow maidir le haon díospóid a bhaineann le táillí a bhíonn le feiceáil ar do Phróifíl Mhear-rochtana laistigh de chaoga (50) lá ón lá a bpostáiltear an táille. Tá gach díospóid faoi réir athbhreithnithe agus ceada ó eFlow agus d'fhéadfadh doiciméid nó fianaise bhreise a bheith ag teastáil uait. Chun críche díospóidí a réiteach, coinníonn eFlow íomhánna fótagrafacha de gach idirbheart ar Bhóthar Dola an M50 i gcomhair tréimhse theoranta.

7. Dliteanas

7.1 Ní bheidh aon oibleagáid ná dliteanas ar eFlow ná ar a ghníomhairí maidir leis an úsáid a bhaineann tú as an Aip nó as do Phróifíl Mhear-rochtana ar an Aip, nó as feidhmíocht a leithéid. Gan dochar don mhéid thuasluaite, ní bheidh eFlow faoi dhliteanas duit maidir le haon chaillteanas brabús, dea-thoil, deis ghnó nó aon chineál caillteanais speisialta nó iarmharach tabhaithe agat, go díreach nó go hindíreach mar thoradh ar an úsáid a bhaineann tú as an Aip nó as do Phróifíl Mhear-rochtana.

8. Do Phróifíl Mhear-rochtana Dhúnadh / Foirceannadh / Feithicil nua

8.1 Féadfaidh tú do Phróifíl Mhear-rochtana a dhúnadh nó feithicil nua a chur le do Phróifíl Mhear-rochtana am ar bith. Má tá aon mhodh íocaíochta nasctha le do Phróifíl Mhear-rochtana atá socraithe le haghaidh íocaíocht uathoibríoch, ní mór duit na modhanna íocaíochta seo a bhaint sula ndúnann tú do Phróifíl nó sula gcuireann tú feithicil nua leis an bPróifíl.

8.2 Ní aistreofar aon iarmhéid creidmheasa ar do Phróifíl Mhear-rochtana chuig an bhfeithicil nua go huathoibríoch má chuireann tú feithicil nua le do Phróifíl Mhear-rochtana. Ní mór duit teagmháil a dhéanamh le hIonad Teagmhála eFlow chun an iarmhéid seo a fháil ar ais.

8.3 Más mian leat Cuntas eFlow cláraithe a oscailt, ní mór duit do Phróifíl Mhear-rochtana a dhúnadh ar dtús.

8.4 Féadfaimid do Phróifíl Mhear-rochtana a fhoirceannadh láithreach sa chás go bhfuil sárú ábhartha ar aon cheann de na Téarmaí seo i gceist, sa chás nach féidir a leithéid de shárú a leigheas nó, más féidir a leithéid de shárú a leigheas, mura leigheastar a leithéid de shárú laistigh de thríocha (30) lá i ndiaidh do eFlow fógra maidir leis sin a thabhairt duit.

8.5 D'ainneoin aon fhoirceannadh nó dúnadh do Phróifíle Mear-rochtana, beidh tusa fós freagrach as íoc as aon táille aistir atá le híoc agat. Mura n-íoctar a leithéid de tháillí neamhíoctha le eFlow go pras, beidh tú faoi dhliteanas maidir le Táillí Íocaíochta Déanaí, lena n-áirítear fíneálacha nó pionóis bhreise mar atá leagtha amach sna Fodhlíthe Dola.

8.6 Nuair a dhúnfar do Phróifíl Mhear-rochtana, aisíocfar aon iarmhéid creidmheasa fágtha leat chuig do mhodh íocaíochta roghnaithe nuair a dhéanann tú teagmháil le hIonad Teagmhála eFlow.

9. Cosaint Sonraí

9.1 Má theastaíonn faisnéis uait maidir le próiseáil do shonraí pearsanta lena n-áirítear an úsáid a bhainimid as fianáin i ndáil le do Phróifíl Mhear-rochtana, féach ar (i) Fógra Príobháideachais Aip My Tolls: eFlow, (ii) Beartas Fianán Aip My Tolls: eFlow (a bhaineann go príomha leis na sonraí pearsanta a bhailítear agus a phróiseáiltear nuair a thugann tú cuairt ar an Aip) agus (iii) Fógra Cosanta Sonraí eFlow (a bhaineann go príomha leis na sonraí pearsanta a bhailítear agus a phróiseáilte nuair a bhaineann tú úsáid as córas dola gan bhacainn an M50 eFlow), agus tá siad ar fad ar fáil ar an Aip.

10. Uiríoll agus Barántaí

10.1 Déanann tú uiríoll agus barántaíonn tú do eFlow:

1. go bhfuil an fhaisnéis atá curtha ar fáil do eFlow i ndáil leis na Téarmaí seo fíor agus ceart:
2. go bhfuil glactha go bailí agat leis na Téarmaí seo; agus
3. gurb ionann na Téarmaí seo agus do chuid oibleagáidí bailí agus ceangailteacha.

10.2 Seachas mar atá leagtha amach go sainráite sna Téarmaí seo, tá gach uiríoll, baránta, téarma agus coinníoll, cibé acu sainráite nó tugtha le fios i ndáil leis an bPróifíl Mhear-rochtana nó an fhaisnéis atá le fáil anseo, eisiata a mhéid is féidir a cheadaítear de réir an dlí.

11. Iarmhairtí

11.1 Má thugann tú faoi deara gur sháraigh tú aon cheann de na Téarmaí seo féadfaimid gníomh ceartaitheach a dhéanamh láithreach lena n-áirítear cosc a chur ort ó rochtain a fháil ar do Phróifíl Mhear-rochtana agus/nó do Phróifíl a dhúnadh agus aon fhaisnéis, sonraí agus ábhar de do chuid ar an Aip a bhaint, am ar bith agus gan fógra a thabhairt. Más rud é gur gortaíodh thú mar thoradh ar do shárú féadfaimid, de réir lánrogha, iarracht a dhéanamh damáistí a aisghabháil nó foirmeacha eile de chúiteamh airgeadaíochta a fháil uait.

12. Éagsúlachtaí

12.1 Féadfaidh eFlow na Téarmaí seo a athrú am ar bith agus cuirfear fógra maidir lena leithéid d'athruithe ar fáil duit sula mbíonn éifeacht leo. Glacfar leis go bhfuil glactha agat le haon athrú dá leithéid laistigh de cheithre lá dhéag (14) i ndiaidh an fhógra a fháil nó nuair a chláraíonn tú idirbheart ar Bhóthar Dola an M50 i ndiaidh dháta an fhógra, cibé acu is túisce.

13. Dlí Rialaithe

13.1 Beidh na Téarmaí seo á rialú agus á bhforléiriú de réir dhlíthe na hÉireann agus aontaíonn tú leis seo le dlínse eisiach Chúirteanna na hÉireann.

14. Déan Teagmháil Linn

Más mian leat teagmháil a dhéanamh linn, seol ríomhphost chuig info@eflow.ie nó féach ar níos mó sonraí teagmhála ag https://eflow.ie/contact-us.