

eFlow (Registered Customer) Account Terms and Conditions

1. 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 eFlow: My Tolls 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 (the "**DVCSD**"), 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:

1. completed an Account Application Form online (an "**Online Application**"); or
2. 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 vehicle(s) registered is/are assigned to the M50 Video Tolling or Tag Tolling option;
- the proposed Payment Method;
- whether the Account is to be a personal or business Account;
- confirmation of whether you wish to apply unpaid M50 Toll Road charges to your Account (relevant to the vehicles you wish to register and which were incurred when those vehicles were Unregistered Vehicles);
- the type and manner of delivery of Account Statements;
- whether the Account is to be a Prepay Account, or a Post pay Account; and
- such other relevant information as may be requested by eFlow in connection with the opening of an 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:

1. you are authorised by the third party owner to register their vehicle on your Account; and
2. 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 applying 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.

You have the option of applying unpaid M50 Toll Road charges to your Account (which are relevant to the vehicles registered to your Account and which were incurred when the vehicles were Unregistered Vehicles). In such circumstances, these unpaid charges will be paid using the Payment Method which you have registered on your Account. If you avail of the option of applying unpaid M50 Toll Road charges to your Account, there is a risk that this may include unpaid charges incurred by the previous owner of the Registered Vehicle in circumstances where you (or the third party owner of the vehicle) purchased the vehicle within 30 days of registering it on your Account. Please note that it can take up to 30 days for the NVDF to be updated to reflect the change in ownership of a vehicle once a change in ownership is submitted to the DVCSD. If you become aware that unpaid charges have been applied to your Account which do not relate to you (or the current third party owner of the vehicle) you must contact us as soon as possible. If you fail to contact us, you will remain liable for any such unpaid charges notwithstanding that they were incurred by the previous owner.

If you decide not to apply such unpaid M50 Toll Road charges to your Account, you (or the third party owner of the vehicle) will continue to be liable to pay for such unpaid charges (including any penalty fees) at the charges and fees which apply to Unregistered Vehicles in accordance with the Toll Bye-Laws.

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:

"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 Post pay 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.

"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 and, where relevant, any Tolls, penalty fees and payments relevant to M50 Toll Road charges which were incurred prior to registering your Account but which you have decided to apply to your Account).

"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 fifteen euro (€15.00) or such other amount as eFlow may specify from time to time;

"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 to 2023,

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.

"Prepay 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.

"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 to 2023.

"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 to 2023.

"Unregistered Vehicles" means any vehicle that is not registered with eFlow or with another tag service provider approved by eFlow.

“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:

1. 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.
2. 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.
3. 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.
4. all references to time of day shall be a reference to whatever time of day shall be in force in Ireland.
5. words importing the singular include the plural and vice versa.
6. words importing a particular gender include all genders.
7. “person” includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, emanation, agency or instrumentality, unincorporated body of persons or association.

8. 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.
9. 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
10. 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

1. 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.
2. 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.
3. 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.
4. 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

1. 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.
2. 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.
3. To exercise the right to cancel you must make a written request for cancellation.
4. 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 Road 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. Until eFlow has received such Account Start-up Balance, the Registered Vehicles shall be treated as Unregistered Vehicles.

3 VEHICLES - RECORDING METHOD

3.1

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

3.2

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. You are also liable to pay to eFlow any unpaid M50 Toll Road charges and penalty fees (relevant to the Vehicles which are registered to your Account and which were incurred when the Vehicles were Unregistered Vehicles) in circumstances where you have decided to apply such charges and penalty fees to your Account.

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, including but not limited to where 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 clause 13 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:

1. it is capable of satisfactorily communicating with the Toll Collection System; and
2. 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:

1. by having its passage recorded through its Tag communicating with such Toll Road's system for ETC.
2. details of such transaction being supplied to eFlow, such that eFlow will discharge the amount due in respect of such Toll; and
3. 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:

1. in the case of a Post pay Account, your account has been suspended in accordance with clause 8(d)(ii); or
2. in the case of a Prepay 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 1993 to 2023 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 1993 to 2023 have been paid in full.

6 PAYMENT OF TOLLS AND CHARGES

6.1

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

1. in respect of any Toll and related charges;
2. all amounts payable by way of Tag Fee;
3. all amounts payable by way of additional account statement charges that may be introduced;
4. any Late Payment Charges; and
5. 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.

6.2

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, unless the outstanding amount has been paid (together with any charges arising from the Rejected Payment), you will be subject to an Account Suspension.

6.3

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.

6.4

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 Account balances, 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.

6.5

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

6.6

If you:

1. cancel or alter any payment or your payment details (including, the payment account); or
2. 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.

6.7

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.

7 PRE-PAY ACCOUNT

When you have chosen a Prepay Account:

1. the Account Start-up Balance for each Prepay Account is forty euro (€40.00) for each Registered Account or such other amount as eFlow may specify from time to time;
2. you are responsible for always maintaining the Minimum Balance in such Prepay Account;
3. 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 6.1;
4. 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;

5. where a Rejected Payment occurs:
 - your Tag shall no longer work on any Toll Road; and
 - 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.
6. 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.

8 POST PAY ACCOUNT

Where you have chosen a Post pay Account:

1. 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;
2. when you incur a liability (including, without limitation, in respect of those referred to in clause 6.1) 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;
3. 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;
4. where a Rejected Payment occurs:
 - your Tag shall no longer work on any Toll Road; and

- your vehicle shall continue to be treated as a Registered Vehicle on the M50 for a period of fourteen (14) days from the date of the Rejected Payment, at which point if payment has not been received your Account shall be suspended and you shall constitute a Toll Evader.

9. VISITOR/TOURIST ACCOUNT

Where you have chosen a Visitor/Tourist Account:

This is a temporary account and will only be active for the period you selected.

A direct debit cannot be set up on a Visitor/Tourist Account.

Vehicles registered to a Visitor/Tourist Account will be automatically assigned to Video Tolling only.

10 FEES AND CHARGES

10.1

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

10.2

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

10.3

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

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 for a limited period.

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 ACCOUNT STATEMENTS AND ACCOUNT INVOICES

12.1

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.

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 levy an additional account statement charge in respect of such additional Account Statement.

12.3

eFlow shall provide Account Invoices to Post pay 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.

12.4

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.

13 SUPPLY AND USE OF A TAG

13.1

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:

1. 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.
2. only use the Tag in accordance with this Agreement for the Registered Vehicle it is assigned to on your Account.
3. not, sell, dispose of, damage or tamper with the Tag or use the Tag fraudulently or illegally.
4. 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.
5. 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.

13.2

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.

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.

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, 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.

14.2

For the purposes of this Agreement, damage to the Tag means any circumstances where the Tag is rendered defective or inoperable, including 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

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.

15 RETURN OF TAG

15.1

You agree to return the Tag to eFlow:

1. upon request by eFlow;
2. where the Tag is defective or is found following a notification by the Customer that the Tag was lost or stolen; or
3. 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 €20.00 plus VAT 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 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.

16.2

In the case of a Tag Tolling option, 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.

16.3

In the case of a Video Tolling option, you will not be entitled to exercise the right to cancel the Agreement if, within the fourteen (14) day period, you make a journey on the M50 Toll Road such that the Toll you are liable to pay is the Toll applicable to the holder of an Account.

17 TERMINATION

17.1

This Agreement may be terminated by eFlow with immediate effect:

1. 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
2. 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;

3. 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
4. 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.

17.2

Without prejudice to your right to cancel this Agreement in accordance with clause 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:

1. your entitlement to use the services associated with Registered Vehicles contemplated by this Agreement shall cease; and
2. 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 by agreement to your chosen payment method when all outstanding Toll payments or balances have been paid.

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 Toll 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 have a Toll transaction on the M50 Toll Road 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, and any Tags should be returned in accordance with clause 15 above.

20 DATA PROTECTION

20.1

For information on the processing of your personal data including our use of Cookies, please see the [eFlow Website Privacy Notice](#) and [Cookies Policy](#) (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

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 and the material displayed thereon, subject always to the terms of this Agreement, and the [eFlow Website Terms of Use](#) found at www.eflow.ie.

22 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.

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 your 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, 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 (including the eFlow: My Tolls 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.

25 LIABILITY

25.1

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.

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 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

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.

26.3

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.

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 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:

(i) by posting or delivering to such address as appears on eflow.ie or as otherwise notified from time to time;

(ii) by email, SMS, telephone or webchat to such email address, SMS number, or telephone number as appears on eflow.ie, via the webchat function or as otherwise notified from time to time; or

2. 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 to 2023.

(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 eFlow: My Tolls App, by push notification on such App.

28.2

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

1. in the case of post, forty-eight (48) hours after posting or if delivered by hand, on delivery;
2. in the case of email, SMS or notice via the eFlow: My Tolls App or via webchat, upon delivery; or
3. in the case of Telephone, upon completion of the call.

29 GOVERNING LAW

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

Téarmaí agus Coinníollacha Cuntais eFlow (Custaiméir Cláraithe)

Réamhrá

A. Téarmaí agus Coinníollacha

Leagtar amach sna téarmaí agus coinníollacha seo, i dteannta leis an bhFoirm Iarratais Cuntais, an comhaontú ('an Comhaontú') idir tusa ('tusa' nó 'an Custaiméir') agus Bonneagar Iompair Éireann ('eFlow' nó 'muid' chun na gcríoch seo) i ndáil le hoscailt agus feidhmiú Cuntais le eFlow agus, más infheidhme, soláthar agus úsáid ghaolmhar clib leictreonach (dá dtagraítear dó mar 'Clib' anseo ina dhiaidh seo) ar Bhóthar Dola an M50 agus Bóithre Dola eile i bPoblacht na hÉireann.

Féadfaidh eFlow téarmaí agus coinníollacha an Chomhaontaithe a leasú nó a athrú ar shlí ar bith eile am ar bith trí fhógra i scríbhinn a thabhairt duit maidir lena leithéid sin de théarmaí agus coinníollacha, tríd an bpost, trí ríomhphost nó i gcás ina mbaineann tú leas as Aip eFlow: My Tolls, trí bhrúfhógra ar an Aip.

Déanfar athruithe, leasuithe, nó athruithe eile a phostáil ar líne freisin ag

www.eflow.ie

Tá tusa freagrach as faisnéis chustaiméara a choinneáil cothrom le dáta de réir chlásal 4.4 thíos, lena n-áirítear do sheoladh, sonraí teagmhála, faisnéis feithicle agus sonraí clárúcháin, agus faisnéis íocaíochta. Ba cheart duit an fhaisnéis is déanaí a chur ar fáil má athraíonn do chuid faisnéise, mar shampla, má dhíoltar feithicil a bhí cláraithe i d'ainm roimhe sin nó nuair a athraíonn do sheoladh. Ba cheart duit an fhaisnéis chustaiméara a athrú ar líne trí logáil isteach i do chuntas ar líne ag

www.eflow.ie

D'fhonn amhras a sheachaint, tá tú freagrach freisin as faisnéis cothrom le dáta do chustaiméirí a sholáthar don Chomhad Náisiúnta Feithiclí agus Tiománaithe (NVDF) atá á chothabháil agus á thacú ag Rannóg Seirbhísí Ríomhaireachta Tiománaithe agus Feithiclí na Roinne Iompair, nó do ghníomhaireacht ceadúnaithe feithiclí áitiúil (an "DVCS"), m.sh. sa chás go bhfuil athrú úinéireachta ar fheithicil.

B. Cuntas a Oscailt

B.1

Chun Cuntas a oscailt, ní mór:

- Foirm Iarratais Chuntais a bheith comhlánaithe agat ar líne (“Iarratas Ar Líne”); nó
- na sonraí riachtanacha go léir a sholáthar don Lárionad Seirbhísí do Chustaiméirí chun ligean dó Foirm Iarratais Cuntais a chomhlánú nó Foirm Iarratais Cuntais a bheith curtha isteach tríd an bpost (“Iarratas As Líne”).

Áireofar ar an bhfaisnéis atá le háireamh san Fhoirm Iarratais Cuntais:

- ainm, seoladh, sonraí teagmhála agus sonraí na bhfeithiclí ar mian leat iad a chlárú mar Fheithiclí Cláraithe (amhail aicme, múnla, dath, agus sonraí clárúcháin feithicle).
- cibé acu atá nó nach bhfuil an na feithiclí cláraithe sannta do rogha Dola Físeáin an M50 nó don rogha Dola Clibe;
- an Modh Íocaíochta atá beartaithe;
- cibé acu an Cuntas pearsanta nó gnó atá ann;
- deimhniú an mian leat táillí Bhóthar Dola M50 neamhíoctha a chur i bhfeidhm ar do Chuntas (a bhaineann leis na feithiclí ar mian leat iad a chlárú agus a tabhaíodh nuair a bhí na feithiclí sin ina bhFeithiclí Neamhchláraithe);
- cineál agus modh seachadta na Ráiteas Cuntais;
- cibé acu an Cuntas Réamhíoctha nó Cuntas Iaríoctha é an Cuntas; agus
- aon fhaisnéis ábhartha eile a d'fhéadfadh eFlow a iarraidh i dtaca le Cuntas a oscailt.

B.2

Féadfaidh tú (i) feithicil a bhfuil úinéireacht agat uirthi agus/nó (ii) feithicil atá faoi úinéireacht tríú páirtí (m.sh. duine muinteartha) a chlárú mar Fheithicil Chláraithe.

In imthosca ina gcláraíonn tú feithicil tríú páirtí mar Fheithicil Chláraithe, tugann tú barántas le eFlow maidir leis na nithe seo a leanas:

- go bhfuil tú údaraithe ag an úinéir tríú páirtí a f(h)feithicil a chlárú ar do Chuntas; agus

- go n-údaraíonn an t-úinéir tríú páirtí eFlow chun aon sonraí ábhartha maidir le húsáid Bhóthar Dola ag an bhfeithicil sin a sholáthar duit a mhéid atá na sonraí sin riachtanach agus ábhartha chun dolaí agus muirir ghaolmhara a bhaineann leis an bhfeithicil sin a mhuirearú ar do Chuntas.

Admhaíonn tú freisin go mbeidh tú freagrach as Dolaí agus aon mhuirir seirbhíse (mar atá leagtha amach sna Fodhlíthe Dola) a íoc i leith aon Fheithicle Cláraithe, lena n-áirítear i gcúinsí nach tusa úinéir cláraithe na Feithicle Cláraithe sin.

Tá an rogha agat táillí Bhóthar Dola an M50 gan íoc a chur le do Chuntas (a bhaineann leis na feithiclí atá cláraithe ar do Chuntas agus a tabhaíodh nuair a bhí na feithiclí ina bhFeithiclí Neamhchláraithe). Sna himthosca sin, íocfar na táillí neamhíoctha sin leis an Modh Íocaíochta atá cláraithe agat ar do Chuntas. Má bhaineann tú leas as an rogha táillí Bhóthar Dola M50 neamhíoctha a chur i bhfeidhm ar do Chuntas, tá an baol ann go bhféadfadh táillí neamhíoctha a thabhaigh úinéir roimhe seo na Feithicle Cláraithe a bheith san áireamh ann i gcásanna inar cheannaigh tú (nó úinéir tríú páirtí na feithicle) an fheithicil laistigh de 30 lá óna clárú ar do Chuntas. Tabhair faoi deara go bhféadfadh sé suas le 30 lá a ghlacadh chun an Comhad Náisiúnta Feithiclí agus Tiománaithe a nuashonrú chun an t-athrú ar úinéireacht feithicle a léiriú nuair a chuirtear athrú ar úinéireacht faoi bhráid Rannán na Seirbhísí Ríomhaireachta Tiománaithe agus Feithiclí. Má thugann tú faoi deara go bhfuil táillí neamhíoctha curtha i bhfeidhm ar do Chuntas nach mbaineann leat (nó le húinéir tríú páirtí faoi láthair) ní mór duit teagmháil a dhéanamh linn a luaithe is féidir. Mura ndéanann tú teagmháil linn, beidh tú fós faoi dhliteanas i leith aon táille neamhíoctha den sórt sin d'ainneoin gur thabhaigh an t-úinéir roimhe sin iad.

Má chinneann tú gan na táillí sin gan íoc ar Bhóthar Dola an M50 a chur i bhfeidhm ar do Chuntas, beidh tú (nó úinéir tríú páirtí na feithicle) fós faoi dhliteanas na táillí sin gan íoc a íoc (lena n-áirítear aon táille phionóis) de réir na dtáillí agus na muirear a bhaineann le Feithiclí Neamhchláraithe de réir na bhFodhlíthe Dolaí.

B.3

Sula mbíonn feidhm leis an gComhaontú seo agus sula n-osclaíonn eFlow cuntas:

- ní mór duit glacadh le téarmaí agus coinníollacha an Chomhaontaithe seo de réir chlásal 2 mar is cuí; agus

- maidir le haon Chuntas Réamhíochta, ní mór go mbeadh Iarmhéid Tionscnaimh Cuntais faighte ag eFlow uait.

B.4

Coimeádann eFlow an ceart diúltú d'aon iarratas Cuntas a oscailt nó páirt a ghlacadh sa Chomhaontú seo.

B.5

Más mian leat cóip den Chomhaontú seo a fháil i gcló mór, ní gá ach cóip a lorg.

1 SAINMHÍNITHE

1.1 Sa Chomhaontú seo, beidh na bríonna seo a leanas luaite leis na focail agus nathanna seo a leanas mura gceanglaíonn an comhthéacs a mhalairt:

Ciallaíonn "**Cuntas**" do Chuntas pearsanta, gnó nó Cuairteora/Turasóireachta le eFlow.

Ciallaíonn "**Foirm Iarratais Chuntais**" an fhoirm iarratais atá le comhlánú agat féin nó ag an nGníomhaire sa Lárionad Seirbhíse i gcás Custaiméara a dhéanann iarratas tríd an Lárionad Seirbhísí do Chustaiméirí, chun Cuntas a oscailt.

Ciallaíonn "**Iarmhéid Cuntais**", tráth ar bith, an méid a fhéadfaidh Cuntas a bheith i gcreidmheas nó i ndochar.

Ciallaíonn "**Sonrasc Cuntais**" sonrasc arna eisiúint chuig Custaiméirí a bhfuil Cuntais Iar-íochta acu, ina leagtar amach na hidirbhearta a taifeadadh le linn na tréimhse sonraithe a bhfuil an Custaiméir faoi dhliteanas íoc astu (lena n-áirítear aon Dola, íocaíochtaí nó Táillí a thabhaigh an Custaiméir le linn na tréimhse a luadh).

Ciallaíonn "**Iarmhéid Tionscnaimh Cuntais**", i ndáil le Cuntas Réamhíochta, an t-iarmhéid íosta is gá chun Cuntas a oscailt.

Ciallaíonn "**Ráiteas Cuntais**" ráiteas cuntais a eisítear chuig Custaiméir ó am go ham, ina leagtar amach na hidirbhearta a taifeadadh le linn na tréimhse a luaitear (lena n-áirítear aon Dola, íocaíochtaí nó Táillí a thabhaigh an Custaiméir le linn na tréimhse a luaitear agus, nuair is ábhartha, aon Dola, táille phionóis agus íocaíochtaí a bhaineann le táillí Bhóthar Dola an M50 a tabhaíodh sular cláraigh tú do Chuntas ach ar chinn tú iad a chur i bhfeidhm ar do Chuntas).

Ciallaíonn **“Fionraíocht Cuntais”** gur cuireadh do Chuntas ar fionraí faoin gComhaontú seo agus déileálfar le haon Fheithiclí Cláraithe a bhaineann le do Chuntas mar Fheithiclí Neamhchláraithe.

Ciallaíonn **“Comhaontú”** na téarmaí agus na coinníollacha seo, mar aon leis an bhFoirm Iarratais Cuntais, a d’fhéadfaí a leasú agus a fhorlíonadh ó am go ham.

Ciallaíonn **“Tréimhse Mhuirir”**, i gcás na chéad tréimhse, an tréimhse a thosaíonn air (agus lena n-áirítear) an lá a chruthaítear an Cuntas agus a chríochnaíonn ag deireadh na mí féilire agus i ndáil le gach Tréimhse Mhuirir ina dhiaidh sin, tréimhse aon (1) mhí amháin a thosaíonn nuair a théann an Tréimhse Mhuirir roimhe in éag.

Ciallaíonn **“Custaiméir”** tusa, an duine a bhfuil Cuntas á (h)oscailt aige/aici le eFlow.

Ciallaíonn **“Lárionad Seirbhísí do Chustaiméirí”** an lárionad teagmhála tiomnaithe eFlow a bunaíodh chun fiosrúcháin ó Chustaiméirí a bhainistiú, a réiteach agus a fhreagairt.

Ciallaíonn **“ETC”** ríomhbhailiúchán dolaí.

Ciallaíonn **“Táilli”** aon táillí is iníoctha faoin gComhaontú seo lena n-áirítear, a mhéid is infheidhme i ngach cás, an Táille Chlibe, na Muirir Íocaíochta Déanaí agus aon mhuirear ráitis cuntais bhreise.

Ciallaíonn **“Idir-inoibritheacht”** go mbeidh Custaiméir, a bhfuil Clib suiteáilte aige/aici de réir na dtreoirínte suiteála clibe atá curtha ar fáil ag eisitheoir a c(h)libe (mar atá ceadaithe ag eFlow), in ann Dola a íoc trí ETC ar aon Bhóthar Dola seachas Bóthar Dola an M50, atá páirteach sa scéim idir-inoibritheachta náisiúnta agus léirmhíneofar “idir-inoibritheach” dá réir sin.

Ciallaíonn **“Muirir Íocaíochta”** méid a d’fhéadfadh eFlow a shonrú ó am go ham mar an méid breise iníoctha agatsa má theipeann ar eFlow íocaíocht a fháil de réir mar a cheanglaítear faoin gComhaontú.

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

Ciallaíonn **“Iarmhéid Íosta”** an t-iarmhéid íosta a chaithfear a choinneáil i gCuntas Réamhíoctha, cúig euro déag (€ 15.00) nó cibé méid eile a shonróidh eFlow ó am go ham;

Ciallaíonn **“Méid Réamhíochta Íosta”** an méid íosta atá cur chun sochair don Chuntas Réamhíochta gach uair a shroichtear an tlarmhéid Íosta, tríocha euro (€30.00) nó cibé méid eile a shonróidh eFlow ó am go ham.

Ciallaíonn **“Mí-úsáid”** teip an Chustaiméara feidhmiú de réir fhorálacha an Chomhaontaithe, Fodhlíthe Dola agus Achtanna na mBóithre, 1993 go 2023., lena n-áirítear aon achtanna nó easnaimh eile a d’fhéadfadh eFlow a shonrú agus a roinnt le Custaiméirí ó am go ham.

Ciallaíonn **“Cuntas Íocaíochta”** do chuntas le hinstiúid creidmheasa nó cuntas a bhaineann le cárta creidmheasa nó cárta dochair (i ngach cás, cuntas a bhféadfaí treoracha a thabhairt údarú a thabhairt dochair a bhaint as) nó aon chineál cuntais eile a d’fhéadfadh a bheith ceadaithe ag eFlow, agus atá údaraithe nó atá á údarú agat do eFlow chun dochair a bhaint as cuntas den chineál sin de réir an Chomhaontaithe.

Ciallaíonn **“Dáta Íocaíochta”**, maidir le haon Tréimhse Mhuirir, an chéad lá gnó eile tar éis don Tréimhse Mhuirir sin dul in éag (nó aon dáta eile ar a gcomhaontófar idir eFlow agus an Custaiméir).

Ciallaíonn **“Modh Íocaíochta”** modh íocaíocht ar féidir le eFlow glacadh leis, cárta creidmheasa, cárta dochair nó dochair díreach (Limistéar Aonair d’Íocaíochtaí Euro SEPA) ó chuntas íocaíochta an Chustaiméara, sparán digiteach nó aon mhodh íocaíochta eile a d’fhéadfadh eFlow a cheadú ó am go ham.

Ciallaíonn **“Cuntas Iaríochta”** an cineál cuntais atá agat le eFlow ina bhféadfadh méid atá cothrom leis an méid dlite i ndáil le Dolaí agus aon mhéideanna eile dá leithéid a bheith dlite de réir an Chomhaontaithe seo tabhaithe i rith Tréimhse Mhuirir (an “méid gan íoc”) agus taifeadta ina leithéid de chuntas íochta trí dhochar ó am go ham ón méid atá gan íoc ansin ó do Chuntas Íocaíochta.

Ciallaíonn **“Cuntas Réamhíochta”** an cineál cuntais atá agat le eFlow ina n-íoctar méideanna roimh ré atá le cur chun sochair a leithéid de chuntas, le méideanna dlite i ndáil le Dolaí agus méideanna eile a d’fhéadfadh a bheith dlite de réir an Chomhaontaithe seo á n-asbhaint ina dhiaidh sin, agus leis an tsaoráid méideanna breise a asbhaint ó am go ham ó do Chuntas Íocaíochta (nó íochta ar bhealach eile a d’fhéadfadh eFlow a cheadú) agus a chur chun sochair an chuntais seo.

Ciallaíonn **“Feithiclí Cláraithe”** an fheithicil nó na feithiclí atá cláraithe agat i ndáil leis an gComhaontú.

Ciallaíonn **“Íocaíocht Diúltaithe”** aon íocaíocht nár cuireadh méid a leithéid sin d’íocaíochta chun sochair eFlow lena haghaidh.

Ciallaíonn **“Gníomhaire Ionaid Seirbhíse”** fostaí de chuid an Lárionaid Seirbhíse do Chustaiméirí atá údaraithe chun déileáil le fiosrúcháin ó Chustaiméirí.

Ciallaíonn **“Clib”** an gléas leictreonach a chuir eFlow nó eisitheoir clibe eile ar fáil duit le suiteáil sna Feithiclí Cláraithe, de réir na treorach suiteála clibe a chuir eFlow nó eisitheoir clibe eile ar fáil, chun bailiú leictreonach. Dolaí a éascú faoi théarmaí an Chomhaontaithe seo i ndáil le húsáid a bheith á baint ag na Feithiclí Cláraithe as Bóthar Dola an M50 nó Bóithre Dola idir-inoibritheacha eile.

Ciallaíonn **“Táille Chlibe”**, tráth ar bith, an méid is iníoctha ag Custaiméir i dtaca le clib agus seirbhíse gaolmhara a sholáthar cibé tráth in aghaidh gach Tréimhse Muirir nó cuid de Thréimhse Mhuirir de réir an

Chomhaontaithe seo (€1.00 móide CBL in aghaidh na Clibe a eisítear chugat faoi láthair), de réir mar a fhéadfaidh eFlow a choigeartú ó am go ham, tar éis fógra roimh ré a thabhairt don Chustaiméir faoin gcoigeartú sin.

Ciallaíonn **“Dola Clibe”** an rogha dola ina bhfuil Clib eisithe le suiteáil sna Feithiclí Cláraithe, a ríomhtar trí thagairt a dhéanamh don aicme feithicle atá sonraithe sa reachtaíocht ábhartha agus Fodhlíthe Dola infheidhme.

Ciallaíonn **“dola”** aon Dola (lena n-áirítear Dola réamhshocráithe) iníoctha ag an gCustaiméir chun úsáid a bhaint as Bóthar Dola atá ríofa trí thagairt a dhéanamh don aicme feithicle atá sonraithe sa reachtaíocht ábhartha agus sna Fodhlíthe Dola infheidhme.

Ciallaíonn **“Fodhlíthe Dola”**, ag aon am, na fodhlíthe atá infheidhme do Bhóthar Dola an M50 de bhun Achtanna na mBóithre, 1993 go 2023.

Ciallaíonn **“Córas Bailithe Dola”** an córas atá deartha agus á chothabháil chun bailiú Dolaí go leictreonach thar ceann eFlow a éascú.

Ciallaíonn **“Seachantóir Dolaí”** Custaiméir a bhfuil iarmhéid gan íoc aige nó aici ar a Chuntas nó ar a Cuntas in imthosca ina bhfuil Cuntas an Chustaiméara faoi réir Fionraíocht Cuntais faoin gComhaontú seo;

Ciallaíonn **“Bóthar Dola”** aon bhóthar (nó aon chuid de bhóthar) a bhfuil Dola iníoctha ina leith de réir Achtanna na mBóithre 1993 go 2023.

Ciallaíonn **“Feithicilí Neamhchláraithe”** aon fheithicil nach bhfuil cláraithe le eFlow nó le soláthraí seirbhíse clibe eile arna fhaomhadh ag eFlow.

Ciallaíonn **“Dola Físeáin”** an rogha dola físeáin M50 a bhaineann le d’fheithicil. Níl dola físeáin ar fáil ach ar an M50 agus gearrtar táille ag ráta físeáin atá ríofa trí thagairt a dhéanamh don aicme feithicle atá sonraithe sa reachtaíocht ábhartha sna Fodhlíthe Dola.

Ciallaíonn **“Cuntas Cuairteora/Turasóireachta”** cuntas sealadach Dola Físeáin, is fearr a oireann do Chustaiméirí a úsáidfídh Bóthar Dola an M50 ar feadh tréimhse teoranta agus sonraithe.

1.2

Sa Chomhaontú seo:

- tá ceannteidil agus fo-cheannteidil in úsáid chun críche tagartha agus ní chuirfear san áireamh iad ach i ndáil le léirmhíniú nó forbairt an Chomhaontaithe seo.
- cuimsítear i ngach tagairt d’aon chomhaontú (lena n-áirítear, gan teorainn, an Comhaontú seo), doiciméad nó ionstraim eile (faoi réir na gceadanna ábhartha ar fad agus aon fhoráil eile den Chomhaontú seo a bhaineann go sainráite lena leithéid sin de chomhaontú, doiciméad nó ionstraim eile) tagairt don chomhaontú, doiciméad nó ionstraim sin arna leasú, forlíonadh, ionadú, athnuachan nó sannadh.
- cuimseofar i ngach tagairt d’aon reacht nó foráil reachtúil (lena n-áirítear aon fho reachtaíocht) tagairtí aon reacht nó foráil reachtúil a leasaíonn, a shíneann, a chomhdhlúthaíonn nó a chuirtear in ionad a leithéid nó atá leasaithe, sínte, comhdhlúite nó ionadaithe.

- is éard a bheidh i ngach tagairt don am den lá tagairt do cibé am den lá a bheidh i bhfeidhm in Éirinn.
- áirítear i measc focal a iompórtálann an uimhir uatha an uimhir iolra agus a mhalairt.
- folaíonn focail a allmhairíonn inscne áirithe gach inscne.
- cuimsítear in “duine” aon duine aonair, comhpháirtíocht, gnólacht, iontaobhas, comhlacht corparáideach, rialtas, comhlacht rialtais, údarás, eascróg, gníomhaireacht nó ionstraim, grúpa daoine nó cumann neamhchorpraithe.
- cuimseofar in aon tagairt do “eFlow” (seachas i ndáil le teidlíocht chun íocaíochtaí a fháil) daoine atá ag feidhmiú thar ceann eFlow i ndáil leis an gComhaontú seo;
- glacfar leis go n-áireofar in aon tagairt d’eagraíocht nó ionadaí poiblí tagairt d’aon chomharba ar eagraíocht nó ionadaí poiblí dá leithéid nó aon eagraíocht nó eintiteas nó ionadaí atá freagrach as feidhmeanna nó freagrachtaí aon eagraíochta nó ionadaí poiblí dá leithéid; agus
- sa chás go bhfuil beirt daoine nó níos mó i gceist leis an gCustaiméir, glacfar le cúnaint faoi seach an Chustaiméara mar chúnaint ó dhaoine i dteannta a chéile agus ó dhaoine éagsúla.

2 Glacadh Leis An Gcomhaontú Seo Agus An Ceart Chun Cealú

2.1

In imthosca ina ndéanann tú iarratas ar Chuntas ar líne (www.eflow.ie), iarrfar ort na téarmaí agus coinníollacha seo a léamh agus cliceáil ar an gcnaipe “Glacaim”, más mian leat leanúint ar aghaidh. Má chliceálann tú ar an gcnaipe “Glacaim”, glacfar leis go bhfuil tú páirteach sa Chomhaontú seo agus go nglacann tú leis.

2.2

- Maidir le Cuntais a bhfuil feithiclí cláraithe le haghaidh Dola Clibe acu, nuair a bheidh an Fhoirm Iarratais Cuntais ceadaithe eiseoidh eFlow Clib chuig an seoladh a chuir tú ar fáil ar d’Fhoirm Iarratais Cuntais;

- Faoi réir chlásal 2.2(c) agus (d) thíos, sa chás go bhfuil Cuntas le haghaidh Dola Clibe agat, tá an ceart agat, laistigh de 14 lá ón dáta ar seoladh an Comhaontú chugat, do Chuntas linn a chealú;
- Chun ceart chun cealú a fheidhmiú ní mór duit do Chlib a thabhairt ar ais dúinn mar aon le hiarratas ar cealú a dhéanamh i scríbhinn. Ní mór an Chlib a thabhairt ar ais agus gan úsáid a bheith bainte as.
- Beidh éifeacht leis an gComhaontú seo eadrainn, áfach, agus ní bheidh an ceart agat an Comhaontú seo a chealú roimh: (1) Dul in éag na tréimhse 14 lá dá dtagraítear di ag 2.2 (c) thuas; agus (2) An dáta agus an t-am a gcuireann tú an Chlib i d'fheithicil agus a dtugann tú faoi aistear ar Bhóthar Dola trí úsáid a bhaint as an gClib chun do dhliteanas an Dola iníoctha a íoc a thaifeadadh.

2.3

- Faoi réir chlásal 2.3(c) agus (d) thíos, sa chás go ndéanann tú larratas Ar Líne ar Chuntas do Dhola Físeáin, tá sé de cheart agat do Chuntas a chur ar ceal linn laistigh de cheithre lá dhéag tar éis duit glacadh leis an gComhaontú de réir chlásal 2.1.
- Sa chás go ndéanann tú larratas As Líne ar Chuntas do Dhola Físeáin, eiseoidh eFlow cóip den Chomhaontú chugat nuair a bheidh an Fhoirm larratais Cuntais faofa. Faoi réir chlásal 2.3(c) agus (d) thíos, tá an ceart agat laistigh de cheithre lá dhéag ón dáta ar cuireadh an Comhaontú chugat do Chuntas linn a chealú linn.
- Chun ceart chun cealú a fheidhmiú ní mór duit do Chlib a thabhairt ar ais dúinn mar aon le hiarratas cealaithe a dhéanamh i scríbhinn.
- Beidh éifeacht leis an gComhaontú seo eadrainn, áfach, agus ní bheidh an ceart agat an Comhaontú seo a chealú roimh: (1) Dul in éag na tréimhse 14 lá dá dtagraítear di ag 2.3(a) agus 2.3(b) thuas; agus (2) An dáta agus an t-am a dhéanann tú turas ar Bhóthar Dola an M50 ionas gurb é an Dola atá tú faoi dhliteanas a íoc an Dola atá infheidhme maidir leis an sealbhóir Cuntais.

2.4

Ba cheart duit a thabhairt ar aird, nach bhfuil éifeacht leis an gComhaontú seo, i gcás Cuntas Réamhíoctha, mura bhfuil agus go dtí go bhfaigheann eFlow, i ndáil le do

Chuntas, an tlarhméid Tionscnaimh Cuntais. Go dtí go mbeidh an tlarhméid Tionscnaimh Cuntais sin faighte ag eFlow, measfar gur Feithiclí Neamhchláraithe iad na Feithiclí Cláraithe.

3 Feithiclí – Modh Taifeadta

3.1 Tairgeann eFlow dhá mhodh chun aistear Feithiclí Cláraithe ar Bhóthar Dola an M50 a thaifeadadh, eadhon: Dola Clibe; Dola Físeáin.

3.2 Glactar grianghraf de/taifeadtar gach feithicil a úsáideann Bóthar Dola an M50. Coimeádtar na grianghraif/íomhánna seo chun críche forfheidhmiúcháin agus chun déileáil le agus aon díospóidí a d'fhéadfadh a bheith ag baint le feithicil nó cuntas a réiteach.

4 Dolaí

4.1

Gan dochar d'aon oibleagáid dhlíthiúil forchurtha ort ag dlí infheidhme, tá tú faoi dhliteanas eFlow a íoc le haghaidh gach Dola a d'fhéadfadh Feithiclí Cláraithe a thabhu de bhun an dlí infheidhme (lena n-áirítear in imthosca nach tú úinéir cláraithe na Feithicle Chláraithe sin) agus beidh a leithéid sin de mhéideanna á n-íoc de réir an Chomhaontaithe seo. Tá tú faoi dhliteanas freisin táillí agus táillí pionóis Bhóthar Dola an M50 nár íocadh (a bhaineann leis na Feithiclí atá cláraithe ar do Chuntas agus a tabhaíodh nuair a bhí na Feithiclí ina bhFeithiclí Neamhchláraithe) a íoc le eFlow i gcásanna inar chinn tú na táillí agus na táillí pionóis sin a chur i bhfeidhm ar do Chuntas.

4.2

Féadfar na Dolaí atá infheidhme i ndáil le haon Bhóthar Dola (lena n-áirítear Bóthar Dola an M50) a choigeartú ó am go ham de réir an dlí infheidhme.

4.3

Féadfaidh eFlow an aicme feithicle lena mbaineann Dola Clibe nó Dola Físeáin a athrú go haontaobhach, agus íocfaidh tú an Dola cuí atá infheidhme maidir leis an aicmiú nua sin, má tá an rogha Dola Clibe nó Dola Físeáin in úsáid agat d'aicme feithicle nach bhfuil comhsheasmhach d'aicme feithicle na bhFeithiclí Cláraithe agus lena mbaineann an t-idirbheart Clibe nó Físeáin.

4.4

Comhaontaíonn tú fógra a chur chuig eFlow (i) maidir le haon athrú a bhaineann le Feithicil Chláraithe nó (ii) athrú a bhaineann le hainm nó seoladh nó oifig chláraithe nó (iii) aon imthosca nár cheart don Fheithicil Chláraithe a bheith ar do Chuntas a

thuilleadh, laistigh de nócha (90) lá ó tharla an t-athrú i ngach cás. Má theipeann ar dhuine fógra a chur chuig eFlow maidir le haon athruithe, d'fhéadfadh go mbeadh dliteanas leantach i gceist i ndáil le táillí seirbhíse breise, fíneálacha nó pionóis atá sonraithe sna Fodhlíthe Dola.

5 Clibeanna agus Dola Clibe

5.1

Ní cheadófar Clib a úsáid ach don Fheithicil Chláraithe (agus Cuntas gaolmhar) a bhfuil an Chlib á heisiúint ag eFlow lena haghaidh.

5.2

De réir alt 14 den Chomhaontú seo, tá an fhreagracht ortsa a chinntiú go bhfuil Clib(na Clibeanna) atá feistithe agat ar an bhFeithicil/ar na Feithiclí Cláraithe a bhfuil an Chlib cláraithe lena haghaidh/lena n-aghaidh de réir na dtreoracha feistithe Clibe atá curtha ar fáil ag eFlow d'fhonn an méid a leanas a chinntiú:

- gur féidir leis cumarsáid a dhéanamh go sásúil leis an gCóras Bailithe Dola; agus
- gur féidir aistear na Feithicle Cláraithe trí Bhóthar Dola an M50 (nó aon Bhóthar Dola eile) a thaifeadadh ar an gCóras Bailithe Dola (nó ar aon chóras atá bunaithe ar aon Bhóthar Dola eile chun críocha ETC).

5.3

Sa chás gur Bóthar Dola idir-inoibritheach é Bóthar Dola agus go bhfuil Clib suiteáilte san Fheithicil Chláraithe de réir an Chomhaontaithe seo, b'fhéidir go mbeidh tú in ann an Dola iníoctha i ndáil le húsáid a bheith á baint ag Feithicil Chláraithe den chineál sin as Bóthar Dden chineál sin a íoc:

- trína haistear a thaifeadadh trína chinntiú go bhfuil a Clib ag déanamh cumarsáide le córas Bóthar Dola den chineál sin le haghaidh ETC.
- mionsonraí maidir lena leithéid sin d'idirbheart a bheith á gcur ar fáil do eFlow, ionas go n-íocfaidh eFlow an méid atá dlite i ndáil le Dola den chineál sin; agus
- faoi réir aon téarmaí eile den Chomhaontú seo, méid do Chuntais:
- (i ndáil le Cuntas Réamhíoctha) asbhainfear uaidh an méid atá dlite i ndáil lena leithéid sin de Dhola; nó

- (i ndáil le Cuntas Iaríochta) méadófar an méid dlite do eFlow ar an gcéad Dáta Íocaíochta eile i ndáil lena leithéid sin de Dhola.

5.4

I gcás Dola Clibe, sa chás nach dtaifeadtar aistear na Feithicle Cláraithe ar an mBóthar Dola trí úsáid a bhaint as an gClib mar gheall ar shuiteáil mhícheart agus sa chás go dtaifeadtar pláta clárúcháin na Feithicle Cláraithe, beidh eFlow i dteideal Dola a mhuirearú i ndáil le húsáid den sórt sin amhail má tá an fheithicil faoi réir Ráta Dola Físeáin, ní Ráta Dola Clibe.

5.5

Sa chás go mbíonn Íocaíocht Dhiúltaithe i gceist, ní oibreoidh do Chlib ar aon Bhóthar Dola a thuilleadh. Leanfar le d'fheithicil a láimhseáil mar Fheithicil Chláraithe ar an M50 go dtí:

- i ndáil le Cuntas Iaríochta, go gcuirtear do chuntas ar fionraí de réir chlásal 9(d)(ii); nó
- i gcás Cuntas Réamhíochta, go mbeidh an t-iarmhéid ar do chuntas níos lú ná Dola amháin is infheidhme,

ag an bpointe sin, beidh tú faoi dhliteanas Dolaí a íoc amhail is gur Feithicil Neamhchláraithe í an Fheithicil Chláraithe. Táthar fós ag glacadh le feithicil a bhfuil scortha aici de bheith á glacadh mar Fheithicil Chláraithe amhail is gur Feithicil Neamhchláraithe í an Fheithicil Chláraithe go dtí go mbeidh gach Dola, muirear seirbhíse, fineáil agus pionós faoi na téarmaí agus coinníollacha seo, na Fodhlíthe Dola agus Achtanna na mBóithre 1993 go 2023 íoctha ina n-iomláine.

5.6

Sa chás go bhfuil do Chuntas curtha ar fionraí, ní oibreoidh do Chlib(eanna) a thuilleadh ar aon Bhóthar Dola agus beidh tú faoi dhliteanas Dola a íoc amhail is gur Feithicil Neamhchláraithe í an Fheithicil Chláraithe. Táthar fós ag glacadh le feithicil a bhfuil scortha aici de bheith á glacadh mar Fheithicil Chláraithe amhail is gur Feithicil Neamhchláraithe í an Fheithicil Chláraithe go dtí go mbeidh gach Dola, muirear seirbhíse, fineáil agus pionós faoi na téarmaí agus coinníollacha seo, na Fodhlíthe Dola agus Achtanna na mBóithre 1993 go 2023 íoctha ina n-iomláine.

6 Íoc Dolaí agus Muirear

6.1

Íocfaidh tú gach méid atá dlite do eFlow de réir an Chomhaontaithe seo, lena n-áirítear gan teorainn, gach méid atá dlite:

- i ndáil le haon mhuirir Dola agus ghaolmhara;
- gach méid atá iníoctha trí Tháille Chlibe;
- gach méid atá dlite trí mhuirir ráiteas cuntais bhreise a d'fhéadfaí a thabhairt isteach; d. aon Mhuirir Íocaíochta Déanacha; agus
- aon suimeanna agus muirir eile atá dlite de bhua théarmaí agus choinníollacha an Chomhaontaithe.

Áirítear sna muirir a mbeidh tú dlite iad a íoc (gan dochar do ghinearáltacht an méid thuasluaite) aon mhuirir a d'fhéadfadh eFlow a fhógairt ó am go ham i ndáil le Mí-úsáid nó mí-úsáid Bóthar Dola.

6.2

Sa chás go mbíonn Íocaíocht Dhiúltaithe i gceist, cinnteoidh an Custaiméir go bhfaigheann eFlow an méid atá gan íoc (i dteannta le haon mhuirir a eascraíonn as an Íocaíocht Dhiúltaithe) a luaithe agus is féidir ach i gcás ar bith laistigh de cheithre lá déag (14) ó dháta na hÍocaíochta Diúltaithe. Ag deireadh na tréimhse sin, mura mbeidh an méid atá amuigh íoctha (mar aon le haon táillí a eascraíonn as an Íocaíocht Dhiúltaithe), cuirfear do Chuntas ar Fionraí.

6.3

Glacann tú le freagracht fógra a thabhairt do eFlow maidir le haon athruithe a bhaineann le do shonraí íocaíochta (lena n-áirítear, gan teorainn, do chuntas íocaíochta) mar atá sonraithe san Fhoirm Iarratais Cuntais.

6.4

Ainneoin go ndéanann eFlow gach iarracht a chinntiú go bhfuil muirir á dtaifeadadh go beacht, glacann tú leis go bhféadfadh míríomhanna tarlú sna hiarmhéideanna Cuntais. I gcásanna den chineál sin, coimeádann eFlow an ceart coigeartú a dhéanamh gan fógra a thabhairt, sa chás gur féidir fianaise a sholáthar go bhfuil an coigeartú oiriúnach.

6.5

Níl tú i dteideal aon ús ar shuimeanna faighte ag eFlow de bhun théarmaí an Chomhaontaithe seo.

6.6

Má dhéanann tú aon cheann acu seo a leanas:

- má chealaíonn nó má athraíonn tú íocaíocht nó do mhionsonraí íocaíochta (lena n-áirítear an cuntas íocaíochta); nó
- mura mian leat leanúint leis na híocaíochtaí a dhéanamh,

cuirfidh tú fógra chuig eFlow, laistigh d'fhiche a ceathair (24) uair an chloig maidir le haon chealú, athrú nó aidhm dá leithéid agus íocfaidh tú na méideanna ar fad atá dlite do eFlow.

6.7

Tá íocaíochtaí Dochair Dhíreach ar fáil ó chuntais bainc SEPA (Limistéar Aonair d'íocaíochtaí Euro). Is tionscnamh AE é SEPA a bhfuil sé mar aidhm leis an bealach a bpróiseáiltear íocaíochtaí leictreonacha san AE a athrú. Ciallaíonn sé seo nach mbeidh aon difríocht ag baint le híocaíocht a dhéanamh in aon tír chríos SEPA i gcomparáid le híocaíocht a dhéanamh in Éirinn.

7 Cuntas Réamhíochta

Nuair atá Cuntas Réamhíochta roghnaithe agat:

- tá an tlarhméid Tionscnaimh Cuntais do gach Cuntas Réamhíochta cothrom le daichead euro (€40.00) do gach Cuntas Cláraithe nó i gcás gach Cuntas Clárachn ó méid eile dá leithéid a d'fhéadfadh eFlow a shonrú ó am go ham;
- tá tusa freagrach as a chinntiú go bhfuil an tlarhméid Íosta i gCuntas Réamhíochta dá leithéid i gcónaí;
- nuair a thabhaíonn tú dliteanas eFlow de réir an Chomhaontaithe seo, asbhainfidh eFlow (agus leis seo údaráíonn tú eFlow chun an dliteanas sin a asbhaint) ón gCuntas Réamhíochta (agus a leithéid sin d'asbhaintí a dhéanamh ón larmhéid Cuntais infheidhme) gach méid atá dlite dó de réir an Chomhaontaithe seo, lena n-áirítear, gan teorainn, iad siúd dá dtagraítear dóibh i gclásal 7.1;

- údaraíonn tú leis seo eFlow treoracha a thabhairt do chuntas dochair a chur do dhochar ó am go ham le méid comhionann le: (i) an Méid Réamhíochta Íosta; nó (ii) cibé méid eile a d'fhéadfadh a bheith riachtanach d'fhonn a chinntiú go bhfuil Iarmhéid Cuntais do Chuntais Réamhíochta cothrom leis an Iarmhéid Íosta, ar a laghad, de réir an Mhodha Íocaíochta atá luaite leis an gCuntas, agus léireofar sa Chuntas a leithéid sin d'íocaíochtaí a fhaigheann eFlow;
- sa chás go mbíonn Íocaíocht Dhiúltaithe i gceist: (i) ní oibreoidh do Chlib a thuilleadh ar aon Bhóthar Dola; agus (ii) leanfar ag glacfar le d'fheithicil mar Fheithicil Chláraithe ar an M50 go dtí go mbeidh an t-Iarmhéid ar do chuntas níos lú ná Dola infheidhme amháin, agus ag an bpointe sin glacfar le d'fheithicil mar Fheithicil Neamhchláraithe.
- Má tá an t-Iarmhéid ar do Chuntas níos lú ná Dola infheidhme amháin agus má tá tréimhse ceithre lá dhéag (14) caite ó dháta na hÍocaíochta Diúltaithe, cuirfear do chuntas ar fionraí agus sa chás go bhfuil Iarmhéid gan íoc ar do chuntas is ionann tú agus Seachantóir Dola.

8 Cuntas Iaríochta

Sa chás go bhfuil Cuntas Iaríochta roghnaithe agat:

- tá tú freagrach as a chinntiú go bhfuil do Mhodh Íocaíochta roghnaithe bailí agus go bhfuil dóthain cistí ar fáil sa Chuntas Íocaíochta chun gach méid dlite do eFlow a íoc de réir an Chomhaontaithe seo;
- sa chás go dtabhaíonn tú dliteanas (lena n-áirítear, gan teorainn, i ndáil leo siúd dá dtagraítear i gclásal 6.1) do eFlow de réir an Chomhaontaithe seo, áireoidh eFlow an méid sin sa Chuntas Iaríochta agus coigeartófar an tIarmhéid Cuntais chun an méid sin a chur san áireamh; agus
- ar gach Dáta Íocaíochta, tabharfaidh eFlow treoracha maidir le conas do Chuntas Íocaíochta a chur do dhochar (agus údaraíonn tú leis seo eFlow chun a leithéid sin de threoracha a thabhairt) le méid atá cothrom leis an Iarmhéid Cuntais nuair a théann an Tréimhse Mhuirir ábhartha in éag de réir an Chuntais agus léireofar sa Chuntas a leithéid sin d'íocaíochtaí nuair a fhaigheann eFlow iad;
- sa chás go mbíonn Íocaíocht Dhiúltaithe i gceist:

- ní oibreoidh do Chlib a thuilleadh ar aon Bhóthar Dola; agus
- leanfar ag glacadh le d'fheithicil mar Fheithicil Chláraithe ar an M50 ar feadh tréimhse ceithre lá dhéag (14) ó dháta na hÍocaíochta Diúltaithe, agus ag an bpointe sin mura bhfuil íocaíocht faighte cuirfear do Chuntas ar fionraí agus is ionann tú agus Seachantóir Dola.

9 Cuntas Cuairteora/Turasóra

Sa chás go bhfuil Cuntas Cuairteora/Turasóra roghnaithe agat:

Is cuntas sealadach é seo agus ní bheidh sé gníomhach ach don tréimhse ama atá roghnaithe agat.

Níl rogha an Chuntais Réamhíochta ach ar fáil do Chuntais Cuairteora/Turasóra.

Sannfar Dola Físeáin amháin d'fheithicilí atá cláraithe le haghaidh Cuntas Cuairteora/Turasóra.

10 Táillí agus Muirir

10.1

Beidh tú freagrach as na Táillí infheidhme a íoc ar bhonn míosúil. Déanfar a leithéid de Tháillí a chur do dhochar do Chuntais le haghaidh gach Tréimhse Mhuirir.

10.2

Tá an Táille Chlibe iníochta do gach Clib eisthe i ndáil le feithicil sannta do Dhola Clibe iníochta do gach mí nó cuid de a bhfuil Clib bhailí ag an gCustaiméir. D'fhéadfaí a leithéid sin de mhéid a athrú le réamhfhógra a thabhairt don Chustaiméir.

10.3

Ní bhaineann táillí le feithicilí a roghnaigh Dola Físeáin ar fheithicil.

11 Díospóid Muirear

11.1

Ní mór fógra a chur chuig eFlow maidir le haon díospóidí muirear atá le feiceáil ar do Chuntas laistigh de nócha (90) lá ó uair a bpostáiltear an muirear. Tá gach díospóid faoi réir athbhreithnithe agus faofa eFlow agus b'fhéidir go mbeadh ort doiciméid nó fianaise bhreise a chur ar fáil. Chun críche díospóidí a réiteach, coimeádann eFlow

íomhánna fótagrafacha de gach idirbheart a dhéantar ar Bhóthar Dola an M50 le haghaidh tréimhse theoranta ama.

11.2

Sa chás gur phostáil eFlow muirear chuig do Chuntas go mícheart agus / nó gur gearradh muirear ort go mícheart, aisíocfaidh eFlow an méid a muirearaíodh go mícheart chuig do Chuntas.

12 Ráitis Chuntais Agus Sonraisc Cuntais

12.1

Soláthróidh eFlow, de réir na Foirme Iarratais Cuntais, gan mhuirear, (i) Ráiteas Cuntais míosúil a eiseofar trí ríomhphost agus a chuirfear ar fáil ar líne, nó (ii) Ráiteas Cuntais míosúil eisithe tríd an bpost.

Tabhair ar aird, ní sheolfar Ráitis Chuntais sa chás go bhfuil iarmhéid oscailte agus dúnta an chuntais cothrom le náid agus sa chás nach bhfuil aon stair idirbhirt ann don tréimhse shonraithe. Beidh na ráitis seo ar fáil ar líne, áfach.

12.2

Féadfaidh tú a iarraidh go n-eiseofar Ráitis Chuntais bhreise chugat tríd an ríomhphost nó tríd an bpost agus nuair a sholáthraítear Ráiteas Cuntais bhreise dá leithéid sin, beidh eFlow i dteideal muirear ráiteas cuntais bhreise a fháil i ndáil le Ráiteas Cuntais bhreise dá leithéid.

12.3

Soláthróidh eFlow Sonraisc Cuntais do Chustaiméirí Iaríoctha. Sainithneofar sna Sonraisc Cuntais sin na Dola ábhartha agus aon mhuirir eile a bhfuil an Custaiméir faoi dhliteanas ina leith agus na Bóithre Dola lena mbaineann na Dola.

12.4

Sainithneofar ar aon Ráiteas Cuntais na Bóithre Dola ábhartha, Dolaí ábhartha agus aon mhuirir eile atá iníoctha agus gach íocaíocht faighte nó diúltaithe laistigh den tréimhse shonraithe.

13 Clib a Sholáthar agus a Úsáid

13.1

Nuair a bheidh tú cláraithe go sealadach le haghaidh Dola Clibe (i.e., faoi réir glacadh leis an gComhaontú seo de réir chlásal 2), cuirfidh eFlow an Chlib (nó na Clibeanna) ar fáil duit agus beidh tusa freagrach as:

- an Chlib a shuiteáil agus a úsáid san Fheithicil Chláraithe lena n-eisítear an Chlib de réir na dtreoracha atá curtha ar fáil agus cinnteoidh tú go bhfuil an Chlib feistithe i gceart;
- an Chlib a úsáid de réir an Chomhaontaithe seo don Fheithicil Chláraithe a bhfuil sé sannta di ar do Chuntas.
- a chinntiú nach ndíolfar, nach ndíúscrófar, nach ndéanfar damáiste nó nach gcuirfear isteach ar an gClib nó nach mbainfear úsáid chalaoiseach nó mhídhleathach as an gClib.
- a bheith chomh cúramach agus is féidir agus a chinntiú nach gcailltear, nach ngoidtear nó nach mbaintear mí-úsáid as an gClib agus gach céim réasúnach a dhéanamh ar mhaithe le sábháilteacht na Clibe a chinntiú.
- soláthróidh tú gach faisnéis atá agat maidir le haon chailleanas, goid nó Mí-úsáid na Clibe do eFlow agus déanfaidh tú gach céim a mheasann eFlow atá riachtanach chun cabhrú le Clib a aisghabháil; nó

Gan dochar do ghinearálacht an méid thuasluaite, ní dhéanfaidh tú iarracht an Chlib a úsáid trí í a iompar i do lámh nó a fhágáil ar an deais nó in áit éigin neamhfheistithe eile san Fheithicil Chláraithe nó in aon fheithicil eile agus is ionann aon chineál iompair dá leithéid agus Mí-úsáid chun críche an Chomhaontaithe seo.

13.2

Mura suiteálann tú an Chlib/na Clibeanna i gceart san Fheithicil Chláraithe/sna Feithicilí Cláraithe, d'fhéadfaí muirear a ghearradh ort ag an ráta Dola le haghaidh Feithicilí Neamhchláraithe maidir le Bóthar Dola an M50. Beidh tú faoi dhliteanas le haghaidh aon Dolaí neamhíoctha agus pionós infheidhme de réir an dlí infheidhme mar thoradh ar theip Clib a fheistiú i gceart.

13.3

Glacfar leis an gClib mar mhaoín de chuid eFlow agus ní dhéanfaidh tusa aon rud nó ní cheadóidh tú aon rud a dhéanamh a d'fhéadfaí glacadh leis mar Mhí-úsáid na Clibe.

14 Clibeanna Damáistithe / Caillte / Goidte

14.1

Sa chás go bhfuil Clib damáistithe, caillte nó goidte, tá an fhreagracht ortsa fógra a

chur chuig eFlow tríd an láithreán gréasáin, comhrá gréasáin nó tríd an teileafón trí ghlaoch ar an

Láirionad Seirbhísí do Chustaiméirí. Leanfaidh tú de bheith faoi dhliteanas le haghaidh aon úsáid a bhaintear as an gClib go dtí go bhfaigheann eFlow fógra go bhfuil an Chlib damáistithe, caillte nó goidte agus go dtí go mbeidh an Chlib cealaithe ag eFlow.

14.2

Chun críche an Chomhaontaithe seo, glactar leis gurb ionann damáiste don Chlib agus aon toisc a chiallaíonn go bhfuil an Chlib lochtach nó do-oibrithe mar gheall ar chur isteach, mí-úsáid, úsáid mhíchuí, sceitheadh cadhnra, aghlot nó scriosadh trí thimpiste.

14.3

I ndiaidh fógra a thabhairt do eFlow de réir chlásal 14.1 thuas, cealóidh nó díchumasóidh eFlow ar bhealach éigin eile an Chlib agus ní cheadófar aon úsáid eile a bhaint as an gClib.

14.4

Sa chás go gcailleann tú Clib nó go ndéanann tú damáiste do Chlib, ní bheidh tú i dteideal Clib athsholáthair a fháil saor in aisce ach féadfaidh tú athiarratas a dhéanamh ar Chlib nua ag costas €20.00 móide CBL nó cibé costas eile a bheidh infheidhme ag an am sin.

15 Clib a Thabhairt ar Ais

15.1

Comhaontaíonn tú an Chlib a thabhairt ar ais do eFlow:

- nuair a iarrann eFlow a leithéid;
- sa chás go bhfuil an Chlib lochtach nó go n-aimsítear an Chlib i ndiaidh fógra a fháil ón gCustaiméir go raibh an Chlib caillte nó goidte; nó
- i ndiaidh fhoirceannadh an Chomhaontaithe le haghaidh cibé cúis.

15.2

Sa chás go dteipeann ort Clib a thabhairt ar ais de réir an Chomhaontaithe seo, laistigh de cheithre lá déag (14) ó dhualgas a bheith ort a leithéid a dhéanamh, féadfaidh eFlow muirear de €20.00 móide CBL a fhorchur nó cibé costais eile a

bheidh infheidhme ag an am sin, ort, agus beidh a leithéid sin de mhuirear le cur do dhochar ó do Chuntas.

16 Comhaontú a Chealú

16.1

Féadfaidh tú an Comhaontú seo a chealú laistigh de cheithre lá déag (14) ón gComhaontú de réir chlásal 2.

Sa chás go mbaineann an ceart chun cealaithe leat agus go bhfuil an ceart sin á fheidhmiú i ndáil le Cuntas Clibe, tabharfaidh tú an Chlib ar ais do eFlow láithreach laistigh de cheithre lá déag (14) ón gClib a fháil agus aisíocfaidh eFlow aon Táille Chuntais nó aon Iarmhéid Tionscnaimh Cuntais leat an uair sin.

16.2

I gcás rogha Dola Clibe, sa chás nach bhfuil an Chlib úsáidte laistigh den tréimhse ceithre lá dhéag (14), ní bheidh tú i dteideal do cheart chun an Comhaontú a chealú a fheidhmiú.

16.3

I gcás rogha Dola Físeáin, ní bheidh tú i dteideal an ceart chun an Comhaontú a chealú a fheidhmiú má dhéanann tú, laistigh den tréimhse ceithre lá dhéag (14), aistear a dhéanamh ar an mBóthar Dola M50 ionas gurb é an Dola atá le híoc agat an Dola atá infheidhme maidir le sealbhóir Cuntais.

17 Foirceannadh

17.1

Féadfaidh eFlow an Comhaontú seo a chealú láithreach:

- má sholáthraítear achainí le haghaidh ordú féimheachta maidir leatsa nó mura bhfuil tú ar shlí ar bith eile in ann do chuid fiachas a íoc nuair a bhíonn siad dlite; nó, de réir mar is cuí, glacann eireadóir seilbh go dleathach (agus ní scartar le seilbh laistigh de thríocha lá (30)); nó ceaptar glacadóir go bailí maidir le do shócmhainní; nó soláthraítear achainí chun scrúdaitheoir a cheapadh; nó déantar ordú scrúdaitheoireachta maidir leat; nó soláthraítear achainí maidir le foirceannadh nó féimheacht; nó déantar ordú le haghaidh d'fhoirceanta nó féimheachta; nó déantar réiteach éifeachtach nó ritear réiteach éifeachtach le haghaidh d'fhoirceanta; nó

- má tá aon cheann de théarmaí an Chomhaontaithe seo á sárú go hábhartha agat, mura féidir a leithéid de shárú a réiteach nó, más féidir a leithéid de shárú a réiteach, glacfar leis go mbeidh mainneachtain dá leithéid gan réiteach le haghaidh tríocha lá (30) i ndiaidh fógra maidir lena leithéid a bheith tugtha ag eFlow duit;
- sa chás go dteipeann ort an Chlib a úsáid de réir an Chomhaontaithe seo nó gur bhain tú úsáid nó gur mhaígh tú gur bhain tú úsáid as Clib ar bhealach neamhúdraithe nó neamhdhleathach; nó
- sa chás, i dtuairim eFlow, gur stop tú ag déanamh na n-íocaíochtaí a theastaíonn de réir an Chomhaontaithe seo agus i gcúinsí ina bhfuil tú i do Sheachantóir Dola.

17.2

Gan dochar do do cheart an Chomhaontú seo a chealú de réir clásal 16 thuas, féadfaidh ceachtar den dá pháirtí an Comhaontú seo a fhoirceannadh trí cheithre lá déag (14) fógra a thabhairt don pháirtí eile, ar an gcoinníoll, nuair a thugtar a leithéid d'fhógra:

- go gcuirfear deireadh le do theidlíocht an Córas Bailithe Dola atá sonraithe sa Chomhaontú seo a úsáid; agus
- glacfar leis na Feithiclí Cláraithe mar Fheithiclí Neamhchláraithe.

18 Iarmhairtí an Fhoirceanta

18.1

I ndiaidh foirceanta, beidh tú freagrach as aon mhéideanna atá dlite agat faoin gComhaontú seo agus cuirfear a leithéid sin de mhéideanna gan íoc do dhochar do Chuntais. Más gá, d'fhéadfadh eFlow treoracha a thabhairt do chuntas íocaíochta a chur do dhochar le haon iarmhéid atá gan íoc do eFlow ar nó i ndiaidh an fhoirceanta.

Aisíocfar aon iarmhéid creidmheasa fágtha leat trí chomhaontú chuig do mhodh íocaíochta roghnaithe nuair a bheidh gach íocaíocht nó iarmhéid Dola atá gan íoc íoctha.

18.2

Mura bhfuil dóthain cistí i do Chuntas, beidh tú faoi dhliteanas le haghaidh gach méid dá leithéid. Mura n-íoctar a leithéid de mhuirir neamhíoctha le eFlow go pras, b'fhéidir go mbeifeá faoi dhliteanas le haghaidh muirear seirbhíse, fíneálacha nó

pionós breise atá sonraithe sna Fodhlíthe Dola, Muirir Íocaíochta Déanaí nó cibé rud a d'fhéadfaí a chur in iúl duit ó am go ham.

19 Leasuithe ar an gComhaontú

19.1

Féadfaidh eFlow téarmaí agus coinníollacha an Chomhaontaithe seo a athrú am ar bith agus cuirfear fógra chugat maidir le haon athruithe dá leithéid sula mbíonn éifeacht leo. Measfar go mbeidh glactha agat lena leithéid d'athruithe laistigh de cheithre lá déag (14) ón bhfógra a fháil nó nuair a bheidh idirbheart dola ar an M50 Bóthar Dola curtha i gcrích agat i ndiaidh dháta an fhógra, cibé acu is túisce.

19.2

Mura nglacann tú le téarmaí agus coinníollacha an Chomhaontaithe seo, nó aon athruithe, leasuithe nó impleachtaí eile ar théarmaí agus coinníollacha an Chomhaontaithe seo ó eFlow, cuirfidh tú fógra chuig Lárionad Seirbhísí do Chustaiméirí eFlow laistigh de cheithre lá déag (14) ó uair a eisíonn eFlow na sonraí seo agus foirceannfar an Comhaontú seo agus ba cheart aon Chlibeanna a sheoladh ar ais de réir chlásal 15 thuas.

20 Cosaint Sonraí

20.1

Chun faisnéis a fháil maidir le próiseáil do shonraí pearsanta lena n-áirítear an úsáid a bhainimid as Fianáin, féach [Fógra Príobháideachta Gréasáin eFlow.ie](#) agus [Polasaí Fianán Suíomh Gréasáin eFlow.ie](#) (a bhaineann go príomha leis na sonraí pearsanta a bhailítear agus a phróiseáiltear nuair a thugann tú cuairt ar láithreán gréasáin eflow) agus [Fógra um Chosaint Sonraí eFlow](#) (a bhaineann go príomha leis na sonraí pearsanta a bhailítear agus a phróiseáiltear nuair a bhaineann tú leas as an gcóras dola saor ó bhacainní eflow), agus tá an dá cheann acu ar fáil ag www.eflow.ie

21 Maoin Intleachtúil

Deonaíonn eFlow ceart teoranta neamheisiach, neamh-inaistrithe duit suíomh gréasáin eFlow a rochtain agus a úsáid atá le fáil ag www.eflow.ie agus an t-ábhar atá le fáil ansin. Tá a leithéid de rochtain faoi réir théarmaí an Chomhaontaithe seo agus Théarmaí Úsáide an Láithreáin Ghréasáin atá le fáil ag [eFlow.ie Coinníollacha Úsáide an tSuímh Ghréasáin](#)

22 Uiríoll agus Baránta

Déanann tú uiríoll agus barántaíonn tú eFlow maidir leis na nithe seo a leanas:

- tá an fhaisnéis arna nochtadh do eFlow i ndáil leis an gComhaontú seo fíor agus ceart;
- tá glactha go bailí agat leis an gComhaontú seo; agus
- is ionann an Comhaontú seo agus do chuid oibleagáidí bailí agus ceangailteacha.

23 Sannadh

23.1

Féadfaidh eFlow a chearta, oibleagáidí agus leas in nó faoin gComhaontú seo a shannadh, a aistriú nó a dhiúscairt ar shlí eile d'aon duine ag aon am.

23.2

Ní cheadófar duit do chearta, oibleagáidí agus leas sa Chomhaontú nó faoin gComhaontú a shannadh, a aistriú nó a dhiúscairt ar shlí eile.

24 Force Majeure

Má tá cosc nó bac ar úsáid na Clibe nó aon Bhóthar Dola mar gheall ar ní nach bhfuil aon smacht ag eFlow air lena n-áirítear ach ní teoranta d'fhoiche Dé, gníomhartha rialtais, stailceanna, frithdhúnadh, díospóidí tionsclaíocha, gaoth, tine, tintreach, aerárthach, pléascadh, tuilte, triomach, círéibeacha, clampar sibhialta, gníomhartha cogaidh, éirí amach, lánchosc, paidéimí, éagumas cumarsáid a dhéanamh le tríú páirtithe le haghaidh cibé cúis, teip aon chórais ríomhaireachta nó lonnaíochta, teip nó moill ar tharchur teachtaireachta trí aon líonra aipe (lena n-áirítear Aip eFlow: Mo chuid Dolaí) nó fóin phóca, cosc ó nó bac ar aon fhuinneamh nó soláthairtí eile a fháil, rógaireacht mhall nó mhailíseach nó goid nó íoc trí bhotún gníomhaire nó aon chúis eile (cibé acu atá nó nach bhfuil a leithéid cosúil le haon ní thuasluaite) nach bhfuil aon smacht ag eFlow nó ag aon cheann dá ghníomhairí nó fochonraitheoirí air, ansin cuirfear feidhmiú an Chomhaontaithe seo ar fionraí gan aon dliteanas thar ceann eFlow go dtí go dtagann deireadh lena leithéid de chosc nó bac.

25 Dliteanas

25.1

A mhéid a cheadaítear faoin dlí, tá gach dliteanas de chuid eFlow (cibé acu faoi chonradh, tort (lena n-áirítear faillí) nó ar shlí ar bith eile) a eascraíonn as nó i ndáil le

Clib (lena n áirítear gan teorainn, teip ar an gClib feidhmiú, díghníomhachtú na Clibe nó Mí-úsáid na Clibe), curtha as an áireamh anseo.

25.2

Ní bheidh aon oibleagáid ná dliteanas ar eFlow ná ar a ghníomhairí maidir leis an úsáid a bhaineann tú as an gClib nó feidhmiú na Clibe. Is é an t-aon réiteach agus an réiteach eisiach ó eFlow agus a ghníomhairí aon Chlib/aon Chlibeanna lochtacha a athsholáthar.

25.3

Gan dochar don mhéid thuasluaite, ní bheidh eFlow faoi dhliteanas duit maidir le haon chaillteanas brabús, dea-thoil, deis ghnó nó aon chineál chaillteanas speisialta nó iarmhartach tabhaithe agatsa, cibé acu go díreach nó go hindíreach.

26 Ilghnéitheach

26.1

Is ionann na téarmaí agus coinníollacha atá sonraithe anseo agus téarmaí agus coinníollacha uile an Chomhaontaithe. Admhaíonn tú nár bhraith tú aon uiríoll seachas a bhfuil sonraithe sna téarmaí agus coinníollacha seo.

26.2

Ní bheidh aon téarmaí nó coinníollacha á dtarscaoileadh mura bhfuil a leithéid de tharscaoileadh feicthe i scríbhinn agus sínithe ag an bpáirtí tarscaoilte. Ní fheidhmeoidh aon easnamh nó moill thar ceann ceachtar páirtí maidir le haon cheart, cumhacht nó pribhléid a fheidhmiú anseo mar tharscaoileadh, ná ní chuirfidh aon fheidhmiú aonair nó páirteach aon cheart, cumhacht nó pribhléid dá leithéid cosc ar aon fheidhmiú eile nó breise aon chirt, cumhachta nó pribhléide.

26.3

Tá na cearta agus na réitigh atá le fáil anseo carnach agus níl siad eisiach ar aon chearta ná réitigh atá á bhforáil ag an dlí. Seachas mar a shonraítear go sainráite sa Chomhaontú seo, tá aon agus gach uiríoll, baránta agus gealltanais, sainráite nó intuigthe, eisiata anseo.

27 Forálacha Inscartha

Beidh gach ceann de na forálacha atá le fáil sna téarmaí agus coinníollacha seo inscartha agus éagsúil óna chéile agus má tá aon cheann nó níos mó de na forálacha seo neamhbhailí, mídhleathach nó míréasúnach anois nó ina dhiaidh seo, ní bheidh

aon tionchar aige ar bhailíocht, dlíthiúlacht agus in-fhorfheidhmitheacht na bhforálacha fágtha, ní dhéanfar dochar dóibh nó ní dhéanfar comparáid eatarthu.

28 Fógraí

28.1

Cibé acu an gceanglaítear ortsa nó ar eFlow fógra a thabhairt don duine eile de bhun an Chomhaontaithe seo, nó más mian leis cumarsáid a dhéanamh ar shlí eile leis an duine eile, féadfar a leithéid d'fhógra nó cumarsáid a sheirbheáil:

a. i do chás go eFlow:

- tríd an bpost nó seachadadh chuig cibé seoladh atá le feiceáil ar eflow.ie nó mar a fhógraítear ar bhealach eile ó am go ham;
- trí ríomhphost, SMS, theileafón nó comhrá gréasáin chuig cibé seoladh ríomhphoist, uimhir SMS, uimhir theileafóin atá le feiceáil ar eflow.ie nó mar a chuirtear in iúl ar bhealach eile ó am go ham; nó

b. i gcás eFlow chugatsa:

- tríd an bpost nó seachadadh chuig cibé seoladh atá taifeadta san Fhoirm Iarratais Cuntais (a d'fhéadfaí a athrú ó am go ham de réir an Chomhaontaithe seo) nó aon seoladh eile a d'fhéadfaí a áireamh in Achtanna na mBóithre, 1993 go 2023
- trí r-phost chuig cibé seoladh atá taifeadta nó trí theachtaireacht téacs SMS nó trí theileafón chuig cibé uimhir theileafóin a bheidh taifeadta san Fhoirm Iarratais Cuntais (a d'fhéadfaí a leasú ó am go ham de réir an Chomhaontaithe seo); nó
- trí cibé modh eile a mheasfaidh eFlow atá oiriúnach lena n-áirítear, i gcás ina mbaineann tú leas as Aip eFlow: My Tolls App, trí bhrúfhógra ar an Aip sin.

28.2

Seirbheálfar aon fhógra nó cumarsáid a sheirbheálfar:

- tríd an bpost, daichead a hocht (48) uair i ndiaidh é a chur sa phost nó má tá sé á sheachadadh de láimh, tráth an tseachadta;
- i gcás ríomhphoist, SMS nó fógra trí Aip eFlow: Mo chuid Dolaí nó trí chomhrá gréasáin, tráth a sheachadta; nó

- trí Theileafóin, ar an nglao a bheith críochnaithe.

29 Dlí Rialaithe

Beidh an Comhaontú seo á rialú ag agus á fhorléiriú de réir dhlíthe na hÉireann.