

TERMS AND CONDITIONS

1. GENERAL

- 1.1. This M50 Quick Pay App (“**App**”) is operated by emovis operations Ireland Limited of Blanchardstown, Dublin 15, Ireland (“**emovis**”, “**we**” or “**us**”) on behalf of Transport Infrastructure Ireland of Parkgate Business Centre, Parkgate St, Phoenix Park, Dublin 8, Ireland (“**TII**”). We licence you to use the App as permitted in these terms of use (the “**Terms**”), our Privacy Statement and Cookies Policy [<https://www.eflow.ie/help-guidance/downloads/M50-Quick-Pay-Privacy-Statement.pdf>] [and the App Store terms and conditions which are incorporated by reference].
- 1.2. Please read these Terms carefully, in particular Section 8 “Limitation of Liability”, as by downloading, installing or using the App, you indicate that you accept these Terms and that you agree to be bound by them. If you do not agree with these Terms, you should cease downloading, installing or using the App immediately. You must be 18 to accept these Terms and use the App.
- 1.3. We may revise these Terms, from time to time by amending this page. Please check this page regularly to take notice of any changes we make, as, by continuing to use our App, you will be deemed to have accepted such changes.

2. INTELLECTUAL PROPERTY

- 2.1. You hereby agree and acknowledge that the App is proprietary to, and a valuable asset of, TII. We grant you a non-transferable, non-exclusive licence to make an electronically stored transient copy of this App or extracts or portions thereof, for the purposes of viewing them online only subject to these Terms, our Privacy Statement and Cookies Policy [and the App Store terms and conditions which are incorporated by reference]. We reserve all other rights.
- 2.2. You hereby agree and acknowledge that (i) these Terms do not constitute a grant or an intention or commitment to grant any other right, title or interest in the App or emovis' or TII's intellectual property rights to you other than as set out in the licence above; (ii) you may not sell or transfer any portion of the App to any third party or use the App in any manner to produce, market or support your own products or products of third parties and (iii) you assign any and all of your rights, title and interest of whatsoever nature and all intellectual property rights created through your use of the App or under these Terms to emovis.
- 2.3. You shall not, without emovis' prior written consent change, copy, store, publish, rent, licence, modify, sell or distribute in any way any part of the App, its contents or its underlying software or reverse engineer, decompile or disassemble the App or any portion of it.

3. SERVICES

- 3.1. We reserve the right to terminate, withdraw, restrict, vary, extend or re-introduce any or all of the services and update, alter, suspend or discontinue any aspect of our App (including your access to it), without notice at any time and for any reason and without liability.
- 3.2. From time to time we may automatically update the App and change the service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the services.

4. APP ACCESS

- 4.1. We will use reasonable endeavours to ensure that this App is fully operational at all times. However, due to the nature of interactive services and the internet generally, we cannot guarantee that the App will be free from delays, interruptions or errors, and access to the App may be suspended (whether by us or due

to external causes) temporarily and/or without notice. We will not be liable for any loss or damage arising from the App not being available (whether for internal processing reasons or otherwise).

- 4.2. If you experience problems with the App or wish to contact us for any other reason in relation to your use of the App our contact details can be found at <https://www.eflow.ie/contact-us/>

5. **ACCEPTABLE USE RESTRICTIONS**

- 5.1. You shall not:

5.1.1. use the App whilst driving to ensure you are not distracted from ordinary traffic events or otherwise in contravention of driving regulations;

5.1.2. use the App in any unlawful manner, for any unlawful purpose or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App;

5.1.3. infringe our intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed by these Terms);

5.1.4. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;

5.1.5. not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

5.1.6. collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the App.

- 5.2. If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the phone or other device.

6. **DATA PROTECTION**

- 6.1. By using this App, you agree to our collection and processing of your personal data, such as your name, email, phone number, [location], vehicle registration number and payment card number and technical information in accordance with our Privacy Statement and Cookies Policy, which can be found on the App. [<https://www.eflow.ie/help-guidance/downloads/M50-Quick-Pay-Privacy-Statement.pdf>]

7. **DISCLAIMER**

- 7.1. The App is provided as is. Except as expressly set out in these Terms, all representations, warranties, terms and conditions whether express or implied in relation to this App or the information contained therein, including any implied warranties of merchantability or fitness for a particular purpose, are hereby excluded to the fullest extent permitted by law.

8. **LIMITATION OF LIABILITY**

- 8.1. TO THE FULLEST EXTENT PERMITTED BY LAW, EMOVIS SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSS OR DAMAGE (WHETHER DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL, AND WHETHER ECONOMIC OR OTHER INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER GROUNDS, ARISING OUT OF ANY USE OF THE APP OR THE INFORMATION CONTAINED THEREIN (INCLUDING ANY ERRORS, INACCURACIES OR OMISSIONS IN SUCH INFORMATION OR ANY FAULTS, INTERRUPTIONS OR DELAYS IN CONNECTION WITH THE APP). WE ARE NOT RESPONSIBLE FOR EVENTS OUTSIDE OUR CONTROL. WE ARE NOT LIABLE FOR BUSINESS LOSSES. EMOVIS IS NOT RESPONSIBLE FOR DAMAGES INCURRED AS A RESULT OF INCORRECT USE OF THE APP.

8.2. WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

9. **INDEMNITY**

9.1. You agree to indemnify us and hold us harmless from and against any claims, actions or demands (including any legal fees incurred in connection therewith) resulting from your misuse of the App or its services or your breach of these Terms.

10. **CONSEQUENCES**

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

11. **MISCELLANEOUS**

11.1. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

11.2. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.3. These Terms shall be governed and construed in accordance with the laws of Ireland. The courts of Ireland shall have exclusive jurisdiction over any claims or disputes arising in relation to, out of, or in connection with these Terms.