



SUBSCRIPTION FORM

Title	:	<input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs.	To be filled up by POS	
Account Name (for Corporate Account)	:		POS Station	:
Given Name	:		Date of Purchase	:
Middle Name	:		Sales Officer/POS Name	:
Last Name	:		Installed by	:
Birth day	:		Type of Tag	:
Mobile Number	:		<input type="checkbox"/> Windshield <input type="checkbox"/> Headlamp	
Email Address	:		To be filled up by ESC Account Management	
Plate/Conduction No.	:		Date Encoded in AMS	:
Vehicle Class	:		Encoded by	:
Account No: (To be filled up by POS)			Remarks/Additional Instruction (if any)	

TERMS AND CONDITIONS FOR THE EASYTRIP ACCOUNT AND USE OF EASYTRIP RFID TAGS

1. Definition of Terms:

In this Agreement, words and expressions shall have the following meanings:

- 'Account'** - means the Subscriber's account with Easytrip Services Corporation or ESC;
- 'Account Number'** - means the identification number attributed to each Account;
- 'Agreement'** - means the agreement between ESC and the Subscriber for the management of his/her Account including the ESC Subscription Form, its terms and conditions, together with any applicable installation guide, and FAQs, which may be updated and uploaded at www.easytrip.ph from time to time.
- 'Auto Debit Arrangement (ADA)'** - means a reloading option which allows a Subscriber's Account to be replenished automatically via the Subscriber's credit/debit card account once a minimum threshold is reached or on a schedule pre-approved by the Subscriber.
- 'Blacklist'** - means an account status based on Blacklisting events, which refuses or disallows an Account to do any transaction.
- 'Blacklisting Event'** - means an event leading to a Black Listing Account classification.
- 'Card'** - means the card issued by ESC together with or separate from the Tag and attached to the Subscriber's Account.
- 'Class 1 Vehicles'** - means vehicles with a maximum height of 7 ft. (2.13m), with only 2 axles and engine displacement of at least 400cc.
- 'Class 2 Vehicles'** - means vehicles with a maximum height of 7 ft. (2.13m) and with more than 2 axles or with height more than 7 ft. (2.13m) but with only 2 axles..
- 'Class 3 Vehicles'** - means vehicles with a height of more than 7 ft. (2.13m) and with more than 2 axles.
- 'Customer Service Center'** - located along chosen specific areas of the expressway/s where motorists can also avail a tag, reload their account, and caters to motorists' queries and concerns regarding their travels at the expressway/s.
- 'Electronic Toll Collection (ETC) Lane'** - means the lanes along the expressways where the electronic toll collection system will read an RFID tag, instrument or device on a vehicle, determine point of entry and/or exit, and/or automatically and electronically collect the toll.;
- 'Dormant Account'** - an account which does not have at least one (1) transaction for one (1) year.
- 'Easytrip website'** - is the company's online platform that can be currently accessed through www.easytrip.ph.
- 'ESC'** - means Easytrip Services Corporation.
- 'ESC POS'** - means the Point of Sale of ESC.
- 'ESC System'** - means the clearing house and the account management systems and its accompanying equipment managed by ESC, which enables the sharing of information and inter- operability.
- 'ETC System'** - refers to a digital and/or wireless system used to detect point of entry and/or exit of a vehicle, and/or electronically collect toll fees charged to vehicles using the expressways, in lieu of cash;
- 'Load'** - means the available balance in the Account.
- 'Reload'** - means the transfer of money to the Subscriber's Account.
- 'Replenishment Threshold'** - means the minimum account balance of the Subscriber's Account enrolled with Auto Debit Arrangement (ADA) which triggers the reload.
- 'Rejected Payment'** - means any payment/reload which was not accepted for any reason and not received or settled to ESC's Account.
- 'RFID Tag'** - means Radio Frequency Identification tag.
- 'RFID Tag Serial No.'** - means the identification number attributed to each tag.
- 'Services'** - means the services to be provided by ESC under this Agreement.
- 'Service Fee'** - means the amount charged (plus VAT) to the Subscriber's account for its maintenance, penalties and other fees relevant to the management of the Subscriber's account and additional services, facilities, features or benefits availed by the Subscriber.
- 'Statement of Account (SOA)'** - means the summary of previous activities (reloads, transactions, fees) of the Subscriber's account.
- 'Subscriber'** - means the customer, individual or legal entity, who subscribed and signed a contract with ESC.
- 'Subscription Date'** - means the exact and complete date when the customer subscribed to ESC.

'Subscription Form' - means the application form available at the ESC's Points of Sale, selected Customer Service Center, selected reloading channels, ESC website or by fax or any electronic or digital form which must be completely filled-up by the Subscriber.

2. Provisions and Use of RFID Tag:

- 2.1 ESC shall provide the Subscriber with the RFID tag with the following specifications:
 - 2.1.1 The balance of the Account is stored and managed in the ESC System.
 - 2.1.2 Account can be reloaded using the different reloading facilities listed at www.easytrip.ph.
 - 2.1.3 The Subscriber does not need to present his/her tag when reloading. However, the Subscriber will be asked to give his/her Account Number or his/her Card whenever he/she reloads.
 - 2.1.4 The Subscriber agrees and allows that fees charged by ESC, its affiliates, partners, providers, etc. exclusively for toll, including Service Fees, Convenience Fees, Reloading Fees, solely for purposes of toll payment and collection shall be automatically deducted from the Subscriber's Account as it may deem applicable by ESC.
- 2.2 The Subscriber shall:
 - 2.2.1 Allow the vehicle to undergo both fitment and frequency tests when an RFID tag is to be installed.
 - 2.2.2 Mount, install and use the tag properly according to the prescribed instructions received from ESC at all times.
 - 2.2.3 Allow only authorized POS personnel to enroll his/her account and install the product to the registered vehicle.
 - 2.2.4 Only use one (1) RFID tag in a vehicle when using ETC lanes to avoid inconvenience, issues or mischarges to his/her account/tag. Otherwise, Subscriber takes full responsibility including any cost incurred and relinquishes ESC and its affiliates and frees them from any damage or delay that may be caused by this instance. Corresponding fees and/or penalties for violation of traffic laws, rules and regulations as well as violation of agreement with ESC may apply.
 - 2.2.5 Authorize ESC to deduct from the Subscriber's Load or balance any applicable toll fees arising from the use of the Tag, management of Account and for the reloading facilities and services availed or used by the Subscriber.
 - 2.2.6 Ensure that the account has sufficient balance and reload only at official authorized reloading facilities. Failure to maintain sufficient balance may impede Subscriber's access in the expressways. ESC management and/or its affiliates will not be held liable for any damage or delay caused by the Subscriber's failure to maintain sufficient balance in his or her account.
 - 2.2.7 Use the tag exclusively for the vehicle(s) subscribed in the Account and assigned.
 - 2.2.8 Notify ESC of any change in ownership subscribed in the Account.
 - 2.2.9 Keep the tag in good working condition and exercise all possible care to ensure the tag is not lost or damaged.
 - 2.2.10 Not sell, dispose of, damage, tamper with the tag or use them fraudulently or illegally, else, corresponding fees and/or penalties may apply.
 - 2.2.11 Provide to ESC all information in the Subscriber's possession regarding any loss, theft or misuse of the tags and take all necessary steps that they deem necessary to assist in the recovery of the tag.
 - 2.2.12 Relinquishes ESC and its affiliates and frees them from any cost, damages, inconvenience or delays that may be caused by events or instances outside the scope or control of ESC including but not limited to force majeure, third party system or process issues etc.

3. Notification of Damaged/Lost/Stolen/Misused RFID tags:

- 3.1 In case the RFID tag or Card is lost, stolen, faulty, damaged or otherwise, in any way attributable to its misuse, the Subscriber must immediately notify and request for

deactivation to ESC through formal correspondence via fax at 8555-7575 or send an email at support@easytrip.ph with the following information: Contact information (Complete Name, Address, Telephone Number, Mobile Number, and Email), Account Number, RFID Tag Serial Number, Date and circumstances of issue (Damaged/Lost/Stolen/Misused RFID tag). The Subscriber should submit an affidavit of loss or police report to document such loss.

3.2 Until ESC receives such notice and processed the blacklisting, the Subscriber will remain responsible and liable for any authorized/unauthorized transaction or use of the RFID tag or Card.

3.3 If the RFID tag or Card is retrieved, it must be returned immediately to ESC head office.

3.4 Following the notification of ESC in accordance with Clause 3.1 and 3.2 above, ESC shall include the RFID tag in the Blacklist.

3.5 In case the stolen RFID tag or Card is retrieved after being terminated, the Subscriber may request ESC to reactivate the unit subject to the payment of a Service Fee at the prevailing amount set by ESC at the time of request for reactivation.

4. **Required Documents and Information for Subscription:**

4.1 Duly filled-up and signed forms including but not limited to electronic and/or digital forms (Subscription Form and Terms and Conditions).

4.2 ESC, in its own discretion, reserves the right to refuse any application for an ESC Account.

4.3 Notice is hereby given for the request of personal information for the purpose of administering the ESC Services, subject to Clause 13 hereof. The Subscriber agrees to report any change in his name, mailing address, telephone number, and if applicable, credit card number and expiration date as soon as possible. Failure to provide this information may result in delays in the processing of Account application or in providing updated Account information including automatic replenishment of load. Any inquiry or request to obtain information in accordance with the above provision should be directed in writing to ESC.

5. **Collection of Tolls and Charges:**

5.1 Subscription

5.1.1 Each subscription shall be subject to the payment of the initial load amount to be pre-loaded at the beginning of each subscription period.

5.1.2 The fees charged by Tolls/Merchants/Partners or other additional services, service fees and reloading option fees are automatically deducted from the Account or as ESC deems applicable.

5.1.3 A fee (as indicated in the ESC website) corresponding to maintenance cost shall be charged against a Dormant Account and such charges shall continue on a regular basis until such account reaches zero or insufficient balance in which case it will be deactivated and subject to a reactivation fee.

5.1.4 A monthly SOA indicating all the transactions/activities charged to the Subscriber's account are accessible at www.easytrip.ph through a secured access (login user ID and password) created at each subscription and should be safeguarded by the Subscriber. Any complaint or contest of charges/transactions/items/activities/etc. will only be entertained for investigation within one (1) month from the date of the charge/transaction/item/activities/etc. in question, otherwise will be considered valid and accepted by the Subscriber. Subscriber also relinquishes ESC and its affiliates and frees them from indemnification or any damages or delays that may be caused by issues/instances not controlled by ESC that may cause delay/early/double/wrong posting or irregular updating of activities in the SOA.

6. **Replenishment and Reloading Facilities:**

6.1 Reloading Facilities:

6.1.1 Authorized Reloading Facilities and Partners as well as Reload crediting time are indicated in www.easytrip.ph. Corresponding Service Fees are deducted automatically from the Subscriber's ESC Account depending on the facilities availed. The deduction is authorized as provided under Clause 2.2.5.

6.1.2 In cases when there are issues with the toll system or reloading partner/third party system or outside ESC's scope, the Subscriber shall not indemnify ESC for any delay or issues, damage, etc. arising from such events.

7. **Suspension, Recoupment and Blacklisting:**

7.1 The following are considered Blacklisting events:

7.1.1 Denied or Rejected Payment at the opening of an Account or within the contract period;

7.1.2 Stolen, lost or damaged RFID tag(s) pursuant to Clause 3;

7.1.3 Misuse of an ESC Account or RFID Tag/Card and fraudulent acts;

7.1.4 Using more than one (1) ESC issued Tag on the same vehicle or transfer of tags/cards and using them on multiple vehicles;

7.1.5 Using ETC lanes but not qualified to do so such as insufficient balance, using fraudulent, tampered, defective, invalid, or improper placed tags;

7.1.6 Failure to submit proper documents required by ESC;

7.1.7 Dormant accounts without sufficient load or negative balances;

7.1.8 Not following or abiding traffic rules and laws while using the Tag/Card/Account; or

7.1.9 Closed account.

7.2 On the occurrence of any Blacklisting Event, ESC and its agents have the authority to deactivate and/or blacklist any identified RFID tag. The Subscriber may be notified of the occurrence of a Blacklisting Event by ESC through any reasonable means of communication at the sole discretion of ESC.

7.3 The Subscriber is not entitled to use the Blacklisted Tag until the Blacklisting Event is remedied within the period of fifteen (15) days from notice, otherwise it shall be deemed a waiver of the right to use the tag after which, it shall be closed and terminated pursuant to Clause 7.

7.4 The Subscriber agrees to pay for the following charges and/or penalties and authorizes ESC to deduct the same from the balance of the Account:

7.4.1 Any penalties or charges imposed by ESC;

7.4.2 Balance charges or transactions due payment; and,

7.4.3 Other charges such as those related to the recoupment of the RFID tag.

8. **Effectivity and Termination:**

8.1 These Terms and Conditions shall take effect upon customer's subscription. ESC reserves the right to suspend, terminate, and/or cancel its services to the Subscriber for whatever reason it deems fit, and/or cause the recoupment of the RFID tag.

8.2 The right to use the RFID Tag may be terminated and its recoupment thereafter may be permitted in following instances:

8.2.1 When (i) having provided ESC the information, the Subscriber has cancelled or, otherwise altered or changed it for whatever reason without notifying ESC; or (ii) having confirmed that he or she would make payments through auto-charge methods, ESC's request for funds is not accepted, the Subscriber's cheque is returned unpaid or the Subscriber notifies or it becomes apparent to ESC that he or she does not intend to continue making payments by any of the other methods.

8.2.2 Either party may terminate this agreement with prior notice of at least thirty (30) days and upon full payment by the Subscriber of any outstanding fees to ESC.

8.2.3 When the Subscriber has, in the opinion of ESC, misused or failed to use the RFID tags allocated or made fraudulent or any other unauthorized or illegal use of the tag/Account or other use not in accordance with this Agreement.

8.2.4 When the Subscriber is in breach of any of the terms of the Agreement and such breach is incapable of remedy after seven (7) days with due notice given by ESC to the Subscriber.

8.2.5 Upon termination:

8.2.5.1 The Subscriber should immediately return the tag within 15 days;

8.2.5.2 Within sixty (60) days of termination, ESC shall fully account the Subscriber's transactions and determine the right and/or liability of either party.

8.2.6 Any termination of the Agreement pursuant to this Clause shall be without prejudice to any other rights or remedies for the parties.

8.2.7 Subscriber has no right to sublet, assign, and transfer, create or agree to create or permit to any pledge, lien or charge over or grant any option or other rights, or dispose of, or encumber the tag. Further, ESC shall have the right to recoup or repossess the same in relation to the provision stated in paragraph 8.2.

9. **Warranty:**

9.1 The warranty for RFID tags is one (1) year from the date of Subscription and may be replaced provided that there is no physical damage or tampering on the tag. The RFID tag shall be subject to physical and system check by ESC personnel.

9.2 In cases where the RFID tag or Card is beyond warranty and the Subscriber wishes to terminate his/her account, the existing account load balance may be refunded within seven (7) days upon Subscriber's submission of termination letter addressed to ESC, through its Customer Service and is subject for ESC's approval.

9.3 ESC shall replace the faulty or defective RFID tag ONLY after due evaluation thereof by ESC.

9.4 THE WARRANTY PROVIDED IN THE FOREGOING PROVISIONS OF THE CLAUSE AND THE OBLIGATIONS AND LIABILITIES OF ESC AND ESC'S SUBCONTRACTOR HEREUNDER ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS, AND SUBSCRIBER HEREBY WAIVES ALL OTHER RIGHTS, REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OR TRADE AND WITHOUT LIMITATION, IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR APARTICULAR PURPOSE) AND IN NO EVENT SHALL ESC OR ESC SUBCONTRACTOR'S LIABILITY EXCEED THE COST OR REPLACING PART OF THE TAG AS REQUIRED ABOVE.

10. **Compliance:**

The Subscriber shall strictly comply with any tag installation guides and any other instructions for use of the tag issued by ESC from time to time with all applicable laws including, without prejudice to the generality of the foregoing, any by-laws regulations created there under.

11. **Communications:**

11.1 In case of ESC communication to the Subscriber, ESC may use whichever means readily available such as via SMS/e-mail or registered mail (per last record available to ESC).

11.2 In case of communication from Subscriber to ESC, the Subscriber may reach the company through:

11.2.1 Office Address: 7th Floor, Iriz One Corporate Center, 35 Meralco Avenue, corner Segundo Street, Ortigas Business District, San Antonio, Pasig City 1605

11.2.2 ESC Call Center : (02) 8555-75-75

11.2.3 Fax Number : (02) 8555-75-75 press 1 or 635-77-52

11.2.4 For NLEX/SCTEX concerns: email at support@easytrip.ph

11.2.5 For CAVITEX/CALAX/C5 Link concerns: email at south.support@easytrip.ph

11.2.6 For data privacy concerns, Subscribers may reach ESC at privacy@easytrip.ph

12. **Changes to Terms and Conditions:**

ESC reserves the right to change, modify, delete or add any item in the Terms and Conditions from time to time. Any such revision will be notified by ESC by publishing a notice of such changes at www.easytrip.ph. The Subscriber agrees to be bound by any revision of the Terms and Conditions.

13. **Data Protection:**

13.1 As a general rule, we do not share your personal data except with your consent. We may transfer your personal data to our subsidiaries, affiliates, and/or third parties as required by law or legal instrument, to protect our rights or assets, and to facilitate acquisition or disposition of our businesses.

13.2 The Subscriber hereby voluntarily and willfully discloses and submits the information contained in the Subscription Form and the other documents submitted in support of the Subscriber's application.

13.3 The personal data and information disclosed and submitted by the Subscriber shall be processed by ESC, its subsidiaries and/or affiliates, for the purpose of facilitating the processing, account maintenance, collecting of tolls and other fees directly related to monitoring of the Subscriber's account in compliance with the company policies, marketing, and for customer services to respond to queries and complaints from the Subscriber regarding his/her Account.

- 13.4 ESC, its subsidiaries or affiliates, shall retain the data and information of the Subscriber to perform its obligations under this Agreement and/or as may be otherwise required by applicable law or regulations, subject to the provisions of Republic Act 10173 or the Data Privacy Act of 2012 and its Implementing Rules and Regulations.
- 13.5 The Subscriber retains exclusive rights to all data, content and information processed pursuant to this Agreement.
- 13.6 All information hereto provided shall be classified under confidential information and shall not be used for any unlawful purpose. To safeguard data and information from unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks, ESC has introduced appropriate administrative, physical and technical measures such as up-to-date anti-virus protection, encryption, and the use of privacy filters to secure all storage and transmission of data and information, and disclosing data and information both internally and among ESC's affiliates, or to authorized third party service providers, agents and/or related business units only on a need-to-know basis.
- 13.7 The Subscriber shall access, read, and understand ESC's policies relating to data protection at www.easytrip.ph.

14. **Liability:**

14.1 The following provisions set out ESC's liability to the Subscriber in respect to:

- 14.1.1 Any breach of its contractual obligations arising under this Agreement; and
- 14.1.2 Any representation, statement or tortuous act or omission including gross negligence arising under or in connection with the Agreement.
- 14.1.3 Under no circumstances will ESC accept to be directly or indirectly liable for any loss, costs, compensation, damage or liability to the Subscriber or any third party in connection with the supply or use of the tag (and/or associated Service), including liability of any kind arising from tag's misuse, theft, from any dispute with the banks or other service providers for reloading with respect to matters relating to his Account or from all claims and liabilities arising from any suspension/termination/ cancellation by ESC of the tag and/or Account or from many delay interruption of the Services caused by administrative error, technical mechanical, electrical, electronic fault of any other reason or circumstance beyond ESC's control including but not limited to incorrect usage and placement of the tags on the windshield of the assigned car, theft/unauthorized usage of the ESC tags, tampering of the ESC tags, government action, force-majeure, interference or damages by any third party or any change in legislation. ESC reserves the right to suspend/cancel its Services for whatever reason it deems fit, free from all claims by the Subscriber arising from such suspension, cancellation or termination.
- 14.1.4 ESC shall not be liable to the Subscriber for any loss of profits, goodwill or any type of special, indirect or consequential loss or damage howsoever caused (including loss or damage suffered by the Subscriber as a result of an action brought by a third party) even if such loss was reasonably foreseeable or in the contemplation of ESC or if ESC has been advised of the possibility of the Subscriber incurring the same.
- 14.1.5 ESC shall have no liability to the Subscriber in respect of any event or default solely attributable to ESC unless the Subscriber shall have served notice of the same upon ESC immediately when becoming aware of the circumstances giving rise to a breach of this Agreement or the date when it reasonably ought to have become so aware.
- 14.1.6 Except as expressly stated herein, all conditions, warranties, representation and/or undertakings, express or implied, statutory or otherwise are excluded.

15. **Miscellaneous**

- 15.1 Terms and Conditions: By subscribing to this form, customer acknowledges that the terms and conditions herein provided shall supersede and terminate any previous subscriptions and/or agreements signed between Subscriber and ESC i.e. old DSRC subscription, etc. and shall waive any other claims and/or liabilities against ESC arising from such agreements. The terms and conditions set out herein together with the tag installation guide, FAQ and the Subscription Form which may be published by ESC from time to time are deemed instituted and forming part of the terms and conditions of this Agreement. The Subscriber acknowledges that he/she has not relied upon any representation save for any provisions in these documents.
- 15.2 Severability: If any of the provisions of this Agreement is found to be inconsistent, illegal, void and/ or unenforceable, such provision shall be deemed to be ineffective from the Agreement and the remaining provisions of this Agreement shall continue in full force and effect. ESC and the Subscriber shall so far as practicable, execute such additional documents in order to give effect to any provision hereof which is determined to be invalid, illegal or unenforceable.
- 15.3 Assignment: Only ESC and not the Subscriber shall be entitled to assign, transfer, charge or otherwise deal with the RFID tag or the rights, benefits and burdens hereunder.
- 15.4 Waiver: There shall be no waiver of any of the terms or conditions of this Agreement unless such waiver is in writing and signed by the waiving party. No omission or delay on the part of other 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.
- 15.5 Governing Law and Jurisdiction: These Terms and Conditions shall be governed and construed in accordance with the laws of the Philippines and the Subscriber irrevocably submits to the non-exclusive jurisdiction of the courts of the Philippines.
- 15.6 Remedies: The rights and remedies herein are cumulative with and not exclusive of any rights or remedies provided for by law.

16. **Force Majeure**

If the use of the tag/service or any facility is prevented or hindered by any matter beyond the control of ESC including but not limited to acts of God, acts of government, strikes, lockouts, industrial disputes, winds, fire, lightning, aircraft, explosion, floods, draught, riots, civil commotions, acts of war, malicious mischief or theft then the performance of the Agreement shall be suspended without any liability on the part of ESC until such prevention or hindrance comes to an end.