

## TERMS AND CONDITIONS FOR THE USE OF RENTED EASYTRIP TAG

### 1. Definition of Terms:

#### 1.1 In this Agreement, words and expressions shall have the following meanings unless interpretation requires otherwise.

'Account'- means the subscriber's account with ESC to be used only by ESC with respect to its Services.

'Subscription Form'- means the application form available at the ESC's Point of Sales, Selected MNTC Customer Service Centres, Selected Reloading Channels, website, or by fax which must be completed by the subscriber.

'Agreement'- means the agreement between ESC and the Subscriber for the maintenance of an Account including the terms and conditions of Easytrip tag rentals, together with any applicable installation guide, the FAQ and the Subscription form which may be published by any applicable tag installation guide, the FAQ and the Subscription form which may be published by ESC from time to time. The agreement is available only in the English language.

'Auto-Replenishment Facility'- a reloading facility which allows a subscriber's account to be replenished automatically from the subscriber's credit/debit card account once the minimum threshold is reached or on a schedule pre-approved by the Subscriber.

'Black-list'- means an account status, based on Black-listing events, which refuses or disallows an Account to do any transaction.

'Black-Listing Event'-means an event leading to Account classification pursuant clause 6.

'Class 1 Vehicles'- means light vehicles, with two (2) axles, such as but not limited to, cars, vans, pick-ups, jeepneys with a maximum height not exceeding seven (7) feet/2.1 meters with engine displacement of at least 400 cc.

'Class 2 Vehicles'- means a group of vehicles, usually with two (2) axles, such as, but not limited to buses with the height exceeding seven (7) feet.

'Class 3 Vehicles'- means a group of vehicles, usually with more than two axles (2), such as, but not limited to trucks with the exceeding seven (7) feet.

'Customer' – means a potential subscriber of Easytrip tag.

'Dedicated ETC Toll Lane'- means exclusive lane for Class 1 vehicle which allows electronic payment through the Tag.

'Dormant Account'- an account which has not been utilized for at least two (2) transactions in a calendar year.

'Easytrip Tag'- means the trademarks of the transportation of the transponders provided by ESC.

'ESC'- means Easytrip Services Corporation.

'ESC POS'- means point of sale of ESC.

'ESC Call Centre'- means the call centre of ESC.

'ESC System'- means the clearing house and the account management systems and its accompanying equipments managed by ESC, which enables the sharing of information and inter-operability.

'ETC'- Electronic Toll Collection.

'Load'- means the available balance resulting from the reload transactions made less charge/s to the account.

'Misuse'- means the failure to act in accordance with the provisions of clause 2, including such other acts or omissions that ESC may specify and notify to Subscribers from time to time.

'Mixed Toll Lanes'- means toll lanes where cash and electronic toll payments are both accepted.

'NLEX'- means the North Luzon Expressway.

'Method of Payment'- means a mode of payment by either direct debit or any other methods.

'Other Payment Methods'- means a payment made by credit card, debit card, cheque or cash.

'Permitted User'- means any person permitted by the Subscriber to use the Subscriber's tags.

'Reload'- means the transfer of money to the Subscriber's Account with Easytrip.

'Replenishment Threshold'- means the minimum account balance of the Subscriber's Account which triggers the reload. Initially set at five hundred pesos (Php 500) which maybe increased at the subscriber's option.

'Rejected Payment'- means any payment which is rejected for any reason and not received or settled to ESC's account.

'Services'- means the services to be provided by ESC under this Agreement including but not limited to the provision of Tags, compatibility and inter-operability.

'Service Charge'- means the monthly amount charged (plus VAT) to the Subscriber's Account for its maintenance, penalties on the confiscation of tags and corresponding insurance of the Tag(s) pursuant to clause 5.2 of this Agreement.

'Statement'- means the monthly account statement showing amounts received from Subscriber including the amount of Tolls per Tag, charges (including Service Charge, administrative monthly fee) and all other charges by ESC. And such other information which ESC may deem appropriate from time to time (other additional services or options).

'Subscriber'- means the Customer, being a physical person OR a corporation, who contracts with ESC in the course of its business activities and who subscribes with Easytrip and is assigned an account number with associated Tags.

'Subscription Date'- means the date (month, day and year) when the Subscriber's subscribed to ESC

'Tag'- means the transponder issued by ESC and to be affixed to the Subscriber's vehicle

'Tag Serial No.'- means the identification number attributed to each Tag.

'TMC'- (Tollways Management Corporation) means the operator of the NLEX.

#### 1.2 References:

1.2.1 Statutory provisions or regulations include those orders or regulations made hereunder and those statutes, statutory provisions, orders or regulations as amended, modified, re-enacted or replaced from time to time.

1.2.2 References to person shall include bodies corporate and unincorporated, associations, partnerships and individuals.

1.2.3 References to the masculine gender shall, unless the context otherwise requires, include the feminine gender and vice-versa.

1.2.4 References to Pesos shall mean the lawful currency of the Philippines.

1.2.5 Headings of clauses are for information purposes only and shall not form part of the operative provisions of this Agreement and shall be ignored in construing the same.

2. Provisions and use of Tag:

2.1 ESC shall provide the subscriber with the ESC Tag with the following specifications:

- 2.1.1 The balance of the Account is stored and managed at the ESC system.
- 2.1.2 Account can be reloaded using the different reloading facilities listed in the website.
- 2.1.3 The subscriber DOES NOT need to present his tag when reloading. However the customer will be asked to give his account number or his ESC card whenever he reloads.
- 2.1.4 The Use of the Tag shall be limited to specifically designated lanes at the toll plazas (Mixed Toll Lanes) and other interoperable services using Easytrip System for electronic payment or secure access.
- 2.1.5 The fees charged by Tolls or other additional services, service charges and reloading option fees are automatically deducted from the Account or as it may deem applicable.

2.2. The Subscriber shall:

- 2.2.1 Mount, install and use the Tag according to the prescribed instructions received from ESC and shall ensure that the Tag is at all times properly placed at the correct location on the vehicle windscreen.
- 2.2.2 Authorize ESC to deduct from the Subscriber's load any applicable toll and other fees arising from the use of the Tag and for the reloading facilities availed of and in relation to 2.1.5.
- 2.2.3 Use the Tag exclusively for the vehicle(s) listed in the account Subscription Form and in respect to which the Tag was issued.
- 2.2.4 Notify ESC of any changes of ownership of a vehicle in respect to which the Tag was issued.
- 2.2.5 Keep the Tag in good working condition and exercise all possible care to ensure the tag is not lost.
- 2.2.6 Not sell, dispose of, damage, tamper with the Tag or use them fraudulently or illegally.
- 2.2.7 Give to ESC all information in the Subscriber's possession regarding any loss, theft or Misuse of the Tag and take all necessary steps that they deem necessary to assist in the recovery of the Tag.
- 2.2.8 Approach a Dedicated Toll Lane or Mixed Use Toll Lane at a minimum distance of four (4) metres from the preceding vehicle. For increased safety, the Subscriber should respect the speed limit when approaching any of the toll lanes.

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

- 3.1 In the event that the Tag is faulty, damaged, lost or stolen or otherwise in any way attributable to misuse, the Subscriber must immediately notify ESC through formal correspondence via fax at 555-7575 or send an email at [support@easytrip.ph](mailto:support@easytrip.ph) with the following information: Contact information (Complete Name, Address, Telephone Number, Mobile Number, and Email), Account Number, Tag Serial Number, Date and circumstances of issue (Damaged/ Lost/ Stolen/ Misused Tag).
- 3.2 Until ESC receives such confirmed notification, the Subscriber will remain to be liable for any use of the Tag. After ESC receives such confirmed notification, the Subscriber's liability, as such, for the Tag will cease subject to the provisions of 3.1 and 3.6.
- 3.3 Once the Tag is notified as being lost, stolen or liable to Misuse, the Subscriber shall make no further use of the Tag. If the Tag is retrieved, the Tag must be returned immediately to the ESC office.
- 3.4 Following the notification of ESC in accordance with clause 3.1 above, ESC shall include the Tag in the Black-List.
- 3.5 In the event a Tag covered by warranty is damaged, lost or stolen, the subscriber under option 1 (5.1.1) shall be entitled to a replacement Tag at the cost of One Thousand Five Hundred Pesos (Php 1, 500) or in case of option 2 subscription, the Subscriber shall still pay the book value of the Tag. However, the balance or difference may be charged to the Subscriber's remaining balance, otherwise, should be demanded from customer as the case may be. Fees are exclusive of any and all applicable taxes.
- 3.6 In the event that the Tag gets lost or stolen, the Subscriber should submit a duly notarized Affidavit of Loss or police report. Until and unless is properly notified thereof and within 24 hours from receipt of the Affidavit of Loss or police report, the subscriber will remain responsible for any toll transaction resulting from the use of the ESC tag.
- 3.7 In case the stolen Tag is retrieved after being terminated, the Subscriber may request ESC to re-activate the unit subject to the payment of an administration fee at the prevailing amount set by ESC at the time of request for reactivation.

4. Required Documents for Subscribing:

4.1 Upon subscription to ESC the subscriber will complete the Subscription Form and will:

- 4.1.1 Provide the most recent copy of vehicle's Original receipt (OR) AND Certificate of Registration (CR) issued by the LTO (Land Transportation Office).
- 4.1.2 Provide valid ID with picture: (any of the following)
  - 4.1.2.1 Driver's License, Company ID, Passport, Government issued 105 (SSS ID, Phil Health ID, etc.)
- 4.1.3 ESC in its own discretion reserves the right to refuse any application for an ESC Tag.

4.2 Personal Information notice: Notice is hereby given for the request of personal information for the purpose of administering the ESC Services. 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 Tag application or in providing updated account information. Any inquiry or request to obtain information in accordance with the above provision should be directed in writing to ESC.

#### 4.3 ESC Contact Details:

- Office Address: Unit 701 Citystate Centre 709 Shaw Blvd, Oranbo, Pasig City
- ESC Call Centre: (02) 555-75-75
- Fax Number: (02) 555-75-75 press 1or 635-77-52
- ESC Website: [www.easytrip.ph](http://www.easytrip.ph)
- Email Address: [support@easytrip.ph](mailto:support@easytrip.ph)

#### 4.4 ESC Point of Sales:

The Point of Sale outlets are listed at the ESC Website: [www.easytrip.ph](http://www.easytrip.ph)

### 5. Collection of Tolls and Charges

#### 5.1 Subscription

##### 5.1.1 The subscriber has two options to subscribe

Option 1: To pay upfront the two year rental fee (Pre-paid). However, the subscriber may agree additional services attached to the log, and approve the payment of additional monthly rental or additional fees.

Option 2: To pay a monthly rental through monthly billing (Post-paid) or to pay a monthly rental through an automatic charge to credit/debit card. The tag is rented for a minimum period of Two (2) years or Twenty Four (24) months. In case of new additional services attached to the tag, agreed and approved by the Subscriber. The subscriber shall agree to the additional monthly rental or additional fees.

##### 5.1.2 Each subscription shall be subject to the payment of the initial load amount to be pre-loaded at the beginning of each subscription period. The subscriber shall be required to return the Easytrip tag at the end of the subscription period unless the subscription is renewed.

##### 5.1.3 A pricing list for the Pre-paid application and the required documents for the Post-paid Plan application to be submitted to ESC are available on ESC Website: [www.easytrip.ph](http://www.easytrip.ph).

##### 5.1.4 Where a rejected Payment occurs at the opening of an Account (automatic debit refused or rejected) this is treated as a Blacklisting Event pursuant to clause 6.

##### 5.1.5 A monthly statement describing all the transactions charged to the Subscriber's accounts is accessible at [www.easytrip.ph](http://www.easytrip.ph) through a secured access (login and password) created at each subscription.

##### 5.1.6 A reasonable fee corresponding to maintenance cost shall be charged against a dormant account.

#### 5.2 Replenishment and Balance Threshold:

##### 5.2.1 The subscriber shall maintain at least a minimum threshold of Five Hundred Pesos (Php 500) in his account. An orange light signal after a transaction is done at the toll lane indicates that the load of the Tag is below the required threshold and should be replenished by the Subscriber. The Subscriber shall also choose the relevant automatic replenishment options to avoid causing his balance to fall below the minimum threshold.

##### 5.2.2 Failure to maintain the required minimum balance of one hundred fifty pesos (Php 150) may impede the Subscriber from accessing the Mixed Toll Lanes or Dedicated Toll Lanes at the NLEX. In this case, the subscriber relinquishes ESC and its affiliates and free from any damages or delays that may be caused by this instance.

#### 5.3 Reloading Facilities:

##### 5.3.1 Reload credited will be available to a Subscriber's account after 24 hours. However, express reloading facilities may be made available at the option of Easytrip. Corresponding service fees are deducted depending on the facilities availed. The deduction is authorized as provided under paragraph 2.2.2

##### 5.3.2 The reloading facilities are described at the ESC Web site: [www.easytrip.ph](http://www.easytrip.ph)

### 6. Suspension/ Recoupment and Blacklisting:

#### 6.1 The following are considered Black-Listing events:

- 6.1.1 Denied or rejected payment at the opening of an Account or within the period pursuant to 5.1.4.
- 6.1.2 Stolen, lost or damaged Tag(s) pursuant to clause 3; or
- 6.1.3 Misuse of an ESC Tag (not in accordance to 2.2.1).
- 6.1.4 Closed account with or without cause.

#### 6.2 On the occurrence of any Black-listing Event, ESC and its agents have the authority to deactivate and blacklist any related ESC Tag. The subscriber will be notified of the occurrence of a Black-Listing Event by ESC through any reasonable means of communication at the sole discretion of ESC.

#### 6.3 The subscriber is not entitled to use the black-listed Tag until the Black-Listing 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.

#### 6.4 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, unless the same is paid separately:

- a.) Any penalties or charges to pay imposed by ESC as a result of a blacklisting event;
- b.) Misuse or inappropriate use of toll lanes not devoted for Easytrip Tag users; and,
- c.) Other charges such as those related to the recoupment of the Easytrip Tag.

### 7. Effectivity and Termination:

#### 7.1 These Terms and Conditions shall take effect upon customer's subscription and/or recoupment of Tags. ESC reserves the right to suspend, terminate, and/or cancel to the Subscriber for whatever reason it deems fit, and/or cause the recoupment of the tag but only upon prior notice through reasonable means of communication.

- 7.2 The right to use the tag may be terminated and its recoupment thereafter not permitted in following instances:
- 7.2.1 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 cheques 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.
  - 7.2.2 When, within 15 days or more or such other reasonable term as ESC may determine from time to time have elapsed from the suspension of an Account pursuant to Clause 6 and the subscriber has failed to ensure that the Account holds sufficient balance. Either [party may terminate this agreement at least prior notice of thirty (30) days and upon full payment by the Subscriber of the cost of the Tag provided for by ESC as well as other related outstanding fees.
  - 7.2.3 When the Subscriber, has, in the opinion of ESC, misused or failed to use the Tags allocated or made fraudulent or any other unauthorized or illegal use of the Tag or other use not in accordance with this Agreement.
  - 7.2.4 When the Subscriber is in breach of any of the terms of the Agreement if such breach is incapable of remedy after 7 days notice thereof has been given by ESC to the Subscriber.

7.3 Upon termination:

- 7.3.1 The subscriber should immediately return the Tag within 15 days.
  - 7.3.2 Within 60 days of termination, ESC shall fully account the subscriber's transactions and determine the right and/or liability of either party.
- 7.4 Any termination of the Agreement pursuant to this clause shall be without prejudice to any other rights or remedies for the parties.
- 7.5 The Tag is the property of ESC, thus, all accompanying rights and privileges to it are retained by ESC. Subscriber has no right to sublet, assign, 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.

8. Warranty

- 8.1 The warranty is valid for replacement of Tags with defective battery only, excluding any normal wear and tear or as a result of the Subscriber's act of default.
- 8.2 For Option 1 Subscription, the tag is covered with a limit with a limited warranty for a period of two (2) years from the Subscription Date.
- 8.3 For Option 2 Subscription, for as long as the Subscriber is paying the monthly rental payment, the Tag is covered with the warranty.
- 8.4 ESC shall replace, any part or item of the Tag with defective battery ONLY, and ONLY after due evaluation thereof by ESC.
- 8.5 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 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 A PARTICULAR PURPOSE) AND IN NO EVENT SHALL ESC'S OR ESC'S SUBCONTRACTOR'S LIABILITY EXCEED THE COST OR REPLACING PART OF THE TAG AS REQUIRED ABOVE.

9. 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 hereunder.

10. Communication:

- 10.1 Where either party is required to notify the other according to the Agreement or otherwise wishes to communicate with the other party, such notice or communication may be served, in the case of ESC via SMS, e-mail, registered mail or via facsimile transmission to ESC, Unit 701 Citystate Centre, Shaw Blv, Brgy. Oranbo, Pasig City (see Contact details above) in the case of the communication from Subscriber, via registered mail or via facsimile transmission or email (where an email address has been provided by the Subscriber) to the address last notified to ESC.
- 10.2 Any notice or other communication so served shall be deemed duly notified in accordance with the existing laws of the Philippines.
- 10.3 ESC may also notify Subscribers of changes to this Agreement by publishing a notice of such changes on its Web site: [www.easytrip.ph](http://www.easytrip.ph) however such changes shall not come into effect until at least 30 days after such publication.

11. Changes to Terms and Conditions:

ESC reserves the right to change, modifies, delete or add any item in the opportunity and conditions of the Agreement from time to time and any such revision will be notified to the Subscriber prior to its effectivity. The Subscriber agrees to be bound by any revision of the terms and conditions of the Agreement.

12. Date Protection

- 12.1 Disclosure of personal information by the Subscriber under this Agreement is voluntary. Collection of such information is to facilitate the processing, account maintenance collecting of tolls and other directly related to monitoring of the subscriber's account in compliance with ESC company policies, and to enable ESC Call Centre to handle the Easytrip Tags better.
- 12.2 The Subscription Form includes data protection notice (or in the case of an online application, a Privacy Policy)
- 12.3 All information hereto provided shall be classified under confidential information upon which both parties may invoke privileged communication resulting from practice of profession or business relation.

13. Liability

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

- (a) Any breach of its contractual obligations arising under this Agreement; and
- (b) Any representation, statement or tortuous act or omission including negligence arising under or in connection with the Agreement AND THE SUBSCRIBER'S ATTENTION IS PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE.

- 13.2 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, to 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 any 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 arising from such suspension, cancellation or termination.
- 13.3 ESC's liability under this Agreement shall, in aggregate, be limited to its commitment pursuant to clause 8.3, except in the event of death of personal injury resulting from a defective Tag caused by the gross negligence of ESC. In such case, the subscriber shall be entitled to a fair and reasonable pro-rata share of the compensation received by ESC through third party claims from its suppliers.
- 13.4 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 cause (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 has been advised of the possibility of the Subscriber incurring the same.
- 13.5 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.
- 13.6 Except as expressly stated herein, all conditions, warranties, representation and/or undertakings, express or implied, statutory or otherwise are excluded.

14. Miscellaneous

- 14.1 Terms and Conditions: 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 has not relied upon any representation save for any provisions in these documents.
- 14.2 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.
- 14.3 Assignment: Only ESC and not the Subscriber shall be entitled to assign, transfer, charge or otherwise deal with the ESC Tag or the rights, benefits and burdens hereunder.
- 14.4 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.
- 14.5 Governing: These Terms and Conditions shall be governed and construed in accordance with the laws of the Philippines and the Subscriber irrevocably submits to the nonexclusive jurisdiction of the courts of the Philippines.
- 14.6 Remedies: The rights and remedies herein are cumulative with and not exclusive of any rights or remedies provided for by law.

15. Force Majeure

If the use of the tag 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 performance of the Agreement shall be suspended without any liability on the part of ESC until such prevention or hindrance comes to an end.

I read, understood and accept the above terms and conditions and the pricing scheme. I understand that the above terms and conditions may be amended from time to time with reasonable prior notice and agree to be bound by the said amendments.

Complete Name *(Please write in Print)* : \_\_\_\_\_  
 Signature : \_\_\_\_\_  
 Date : \_\_\_\_\_

Subscription No.	
Account Number	
Tag Serial No.	

