

Minimum set of clauses of the agreement between Toll Service Provider and Service User

Annex 3.1 to Toll Service Provider Agreement

This copy of the document was published on www.easygo.com and is for information purposes only. It may change without further notice.

Table of contents

DOCUMENT REVISION HISTORY	3
1 INTRODUCTION	4
2 MINIMUM SET OF CLAUSES	4

Internet
www.easygo.com
COPY

Document Revision History

Version	Date	Author	Main changes
0.2	2011.11.20	CBA	Draft
0.2a	2012.12.14	WG1	Changes
0.3	Feb. 2012	CBA	Amendments according to comments from WG1 and WG3
0.4	March 212	CBA	Amendments according to WG2subgroup3 meeting March 7, CPH
0.5	August 2012	CBA	Amendments according to change in time limits between EasyGo parties
0.6	September 2012	CBA	Amendments according to WG 3,2 meeting September 6, 2012
0.7	September 2012	MHA	Comments
0.8	November 2012	CBA including comments from MHA, ASK and HBE	Version for final commenting
0.9	November	HBE	Version for final approval
1.0	2012.12.07		Ver. 0.9 approved by steering committee plus change of layout

1 Introduction

The aim of the minimum set of clauses is to secure the functionality of the EasyGo Service¹ by harmonizing the rights and obligations in the relationship between the Service Users (SU) and the Toll Service Providers (TSP) and hence indirectly between the TSPs and the Toll Chargers (TC)

The TSPs are obliged to implement the content and principles of the clauses stated below in a recognizable form in their agreements with the SUs (SU Agreements)². The responsibility of correct implementation lies with the TSP as well as an implementation in due time.

Unless specifically stated otherwise the EasyGo Service is seen as encompassing the EasyGo+ Service on similar terms. When other/different conditions apply to the EasyGo+ Service this is specifically stated.

2 Minimum set of clauses

1.

Without prior notification a SU with valid On Board Equipment (OBE) has the right to use his/her OBE as a means of payment on all toll roads and other transport related services connected to the EasyGo Service.

However a SU requesting the use of the EasyGo+ Service shall address a TSP and provide the requested information in order to enter into an EasyGo+ Agreement before the service is made available to him on an opt-in basis.

The SU Agreement shall clearly state what obligations are put on the SU in order to fulfil the agreement and the consequences of not fulfilling the following obligations. The SU Agreement has to define:

1. that only one active OBE per license plate is issued - when this is required by the TSP³.
2. the information needed for the personalization of the OBE (EasyGo+)
3. the correct information needed to enter into a SU Agreement and an on-going obligation to keep this information updated
4. the correct installation of the OBE and inform of the mounting instructions from the approved producer of the OBE's⁴

¹ That is EasyGo toll roads or other transport related services

² It is considered as breach of the EasyGo Agreements if the TSP does not implement the minimum set of clauses correctly and the SC can decide on appropriate actions if this situation should occur.

³ Based on requirement by law and/or decision by the TSP

⁴ See Document 202

5. that the SU only shall have one valid OBE in the car at the time.
6. other specific obligations (e.g. demand of the Austrian Toll Charger to keep the vehicle declaration document in the vehicle whilst driving in Austria for EasyGo+). Such specific obligations shall be stated in the SU Agreements or a specific and clear reference shall be made of where to find a detailed description of these obligations
7. that a SU has to return any OBE(s) not in use any longer
8. how the SU shall handle a situation involving the exchange of a vehicle with an attached valid OBE, in cases when the TSP has restricted one OBE to one license plate
9. that the SU is obliged to seek information regarding the toll roads and other transport related services encompassed in the EasyGo as well as special conditions applying to different TCs primarily from the EasyGo website www.easygo.com. This site has links to the homepage of each specific TC where more detailed information is provided.
10. that the SU may at any time terminate the use of the EasyGo service by informing his TSP in writing.

Note: Each TSP may decide by himself whether to have one common SU contract for either service or separate SU contracts for EasyGo and EasyGo+. In case of one common SU contract the opt-in principle for the EasyGo+ service needs to be stated.

2.

When a SU is using the EasyGo Service it must be secured by the SU Agreement – and clearly be brought to the SU's attention - that the terms and conditions of the TC with relevance for the actual usage, for example regarding price and access, will prevail over the SU Agreement.

It shall also be made clear to the SU that any claims regarding a specific usage/passage at a TC will be resolved according to the legal basis governing the relevant TCs operations.

3.

Regarding the payment of tolls for the use of the EasyGo Service, the TSP is paying the TC on behalf of the SU and is hence acting as an intermediary in these situations. Consequently a TC cannot charge a SU directly for an EasyGo passage when a valid OBE has been used.

The TSP will be responsible for initiating and completing legal actions with regards to non-payment of any invoices issued by the TSP to the SU when necessary. Contrary, the

enforcement of penalties facing a SU will be pursued and enforced legally by the TC - only with assistance from the TSP in terms of relevant information.

4.

The SU is liable for the use of the OBE for the EasyGo Service. This also applies if the OBE is restricted to be used in one vehicle as well as not - and also if other drivers/persons use the OBE with the acceptance of the SU.

Exceptions from this main rule are when the SU has returned the OBE correctly or when the OBE has been abused by a 3rd Party. The latter situation shall be resolved between the TSP and the SU according to the terms and conditions in the SU Agreement.

5.

The TSP is the primary responsible for handling claims from the SUs. When it comes to claims concerning the use of toll roads or other transport related services directed at the TSP, the TSP is obliged to handle the claims according to the legal basis applying to the relevant TC. This also applies to the legitimacy of the claim for example if it shall be rejected due to the time elapsed or due to passivity.

It should be noted that a TSP will not be responsible for any loss suffered by a SU due to a passage at a TC - even if the TSP is the point of contact in the claim handling procedure.

In case of a court case concerning the usage of the EasyGo Service the SU must be informed that disputes concerning a TC will be adjudicated by the court where the TC is registered/located.

6.

The TSP is obliged to secure acceptance from the SU regarding exchange of data between the EasyGo parties (+relevant companies in a concern) to the degree necessary to perform the EasyGo service. The purpose of the data exchanges primarily being those of payment, breach of contract, verification, corrections, claims handling as well as investigation of alleged abuse, enforcement (of penalties) and assuring quality.

Furthermore the SU shall be informed of their rights in this context, such as the right to know what information is stored and processed and the right to correct faulty information.