



# EASYTRIP SUBSCRIPTION FORM

PERSONAL INFORMATION:	TO BE FILLED OUT BY RFID HEALTH CHECKER:
ACCOUNT NAME: _____	POS STATION: _____
GIVEN NAME: _____	RFID HEALTH CHECKER NAME: _____
MIDDLE NAME: _____	OAR USED: _____
LAST NAME: _____	OR USED: _____
BIRTHDAY: _____	<input type="checkbox"/> WINDSHIELD <input type="checkbox"/> HEADLIGHT
CONTACT NUMBER: _____	DATE: _____
EMAIL ADDRESS: _____	
MODEL/MAKE: _____	
PLATE/CONDUCTION NO: _____	
VEHICLE CLASS: _____	
BILLING ADDRESS: _____	

TYPE OF APPLICATION	
<input type="checkbox"/> NEW	<input type="checkbox"/> RFID REPLACEMENT
<input type="checkbox"/> CARD REQUEST	<input type="checkbox"/> TRANSFER OF BALANCE
	<input type="checkbox"/> OTHERS: (PLEASE SPECIFY)
NEW ACCOUNT NUMBER: _____	
OLD ACCOUNT NUMBER: _____	
TAG SERIAL/OBUID(OLD ACC): _____	
REMAINING BALANCE: _____	
OLD RFID STICKER: (For Replacement)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
REASON: (If Replacement)	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>

I hereby certify that the information provided is true, correct, and complete. By signing this form, I voluntarily consent to the disclosure of my personal information for purposes of my subscription with Easytrip Services Corporation in order to avail of its products and services, in accordance with the provisions of Republic Act No. 10173 or the Data Privacy Act of 2012 and its Implementing Rules and Regulations.

I have fully read, understood, accept, and shall abide by the Easytrip's Terms and Conditions at all times, which may be amended from time to time as posted at [www.easytrip.ph](http://www.easytrip.ph).

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SUBSCRIBER'S SIGNATURE OVER PRINTED NAME

## TERMS AND CONDITIONS ON THE USE OF EASYTRIP RFID

### 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 Easytrip.
- 'Account Number' - means the identification number attributed to each Account.
- 'Agreement' - means the agreement between Easytrip and the Subscriber/s for the management of their Account including the Easytrip Subscription Form, its terms and conditions, and FAQs, which may be updated and uploaded at Easytrip's official website ([www.easytrip.ph](http://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 any or all of the blacklisting events, which prevents or disallows an Account to do any transaction.
- 'Blacklisting Event' - means an event leading to a Blacklisting Account classification.
- 'Card' - means the card issued by Easytrip together with or separate from the RFID 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 designated areas of the expressway/s where motorists can avail an Easytrip RFID, reload their Account, and caters to motorists' queries and concerns regarding their travels at the expressway/s.
- 'Dormant Account' - an Account which does not have at least one (1) transaction for one (1) year. A dormant account shall not be allowed to transact until reactivated by Easytrip.
- 'Electronic Toll Collection (ETC) Lane' - means the lanes along the expressways where the electronic toll collection system will read an RFID, instrument or device on a vehicle, determine point of entry and/or exit, and/or automatically and electronically collect the toll.
- 'Easytrip POS' - means the Point of Sale of Easytrip Services Corporation.
- 'Easytrip System' - means the clearing house and the account management systems and its accompanying equipment managed by Easytrip, which enable the sharing of information and interoperability among Easytrip, the tollway operator/s, reloading merchants, partners and the Subscribers. It is a system that use different technology such as RFID and ALPR to collect and process cashless payments in the MPTC Toll roads.
- '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.
- 'MPTC' - means Metro Pacific Tollways Corporation, which manages and operates the major expressways in Luzon including the North Luzon Expressway (NLEX), Subic-Clark-Tarlac Expressway (SCTEX), Cavite Expressway (CAVITEX), and Cavite-Laguna Expressway (CALAX).
- '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 by or settled to an Account.
- 'RFID' - means Radio Frequency Identification.
- 'RFID Serial No.' - means the identification number attributed to each RFID.
- 'Services' - means the services to be provided by Easytrip 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, if any.
- 'Statement of Account (SOA)' - refers to the document (in physical or electronic format) which contains a summary of an Account's previous activities including but not limited to reloads, transactions, and/or fees.
- 'Subscriber' - means the customer, individual, or legal entity, who subscribed and signed a contract with Easytrip to avail of its services.
- 'Subscription Date' - means the exact and complete date when the customer subscribed to Easytrip.
- 'Subscription Form' - means the subscription form available at any of Easytrip's Points of Sale, selected Customer Service Centers, reloading channels, Easytrip's official website, or any electronic or digital form which must be completely filled-up by the Subscriber.

### 2. Provisions and Use of RFID:

- 2.1 Easytrip shall provide the Subscriber with the RFID with the following specifications:
- 2.1.1 The balance of the Account is stored and managed in the Easytrip System.
  - 2.1.2 Account can be reloaded using any of the different reloading facilities listed at [www.easytrip.ph](http://www.easytrip.ph).
  - 2.1.3 The Subscriber does not need to present his/her RFID 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 the fee/s charged by Easytrip,

its affiliates, reloading merchants, 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.

### 2.2 The Subscriber shall:

- 2.2.1 allow the vehicle to undergo both fitment and frequency tests when an RFID is to be installed.
- 2.2.2 use the RFID properly and according to the prescribed instructions received from Easytrip at all times.
- 2.2.3 create a *myeasytrip* account at <https://myeasytripcams.easytrip.ph/CAMS/> to monitor their passages, check their balance, and generate their SOAs.
- 2.2.4 only use one (1) Easytrip RFID per vehicle when using ETC lanes in all MPTC tollways to avoid inconvenience, issues, or mischarges to his/her Account.
- 2.2.5 render Easytrip and its affiliates free and harmless from any liability, loss, damage, or delay that may be caused by Subscriber's improper or negligent use of RFID.
- 2.2.6 bear any applicable fees and/or penalties for its violation of traffic laws, rules and regulations, as well as any violation of any of the terms and conditions on this Agreement.
- 2.2.7 in all cases, course through their payment / reloads, either through bank deposit or online payment, to Easytrip's official corporate accounts. Any payment / reload transactions made elsewhere including transactions coursed through the personal account/s of any Easytrip employee or personnel is strictly prohibited and shall not be considered a valid and legitimate transaction.
- 2.2.8 authorize Easytrip to deduct from the Subscriber's Load or balance any applicable toll fees arising from the use of the RFID, management of Account and for the reloading facilities and services availed or used by the Subscriber.
- 2.2.9 ensure that the Account has sufficient balance and reload only at official and authorized reloading facilities accredited with Easytrip. The Subscriber fully understand that failure to maintain sufficient balance in his/her Account may impede Subscriber's access in the expressways. Easytrip and/or its affiliates will not be held liable in any case whatsoever for any damage or delay caused by the Subscriber's failure to maintain sufficient balance in his/her Account.
- 2.2.10 use the RFID exclusively for the vehicle(s) subscribed and registered in the Account.
- 2.2.11 immediately notify Easytrip of any change in ownership subscribed in the Account. In case of transfer of ownership of a previously subscribed vehicle, any unpaid balances of the previous Subscriber must be settled first to allow installation of new RFID or maintain the current account number.
- 2.2.12 be responsible for the proper handling of the Easytrip RFID sticker.
- 2.2.13 keep the RFID in good working condition and exercise all possible care to ensure the RFID is not lost or damaged.
- 2.2.14 not remove, tear, cut, transfer, or alter whatsoever the Easytrip RFID sticker from the enrolled vehicle/s under any circumstance.
- 2.2.15 not sell, dispose of, damage, tamper with the RFID or use them fraudulently or illegally, else, corresponding fees and/or penalties may apply.
- 2.2.16 provide to Easytrip all relevant information in the Subscriber's possession regarding any loss, theft or misuse of the RFIDs and take all necessary steps that they deem necessary to assist in the recovery of the RFID.
- 2.2.17 relinquish Easytrip and its affiliates and free them from any cost, liability, damage, inconvenience or delays that may be caused by events or instances outside the scope or control of Easytrip including but not limited to force majeure, third party system or process issues, etc.

### 3. Notification of Damaged/Lost/Stolen/Misused RFIDs:

- 3.1 In case the RFID or Card is lost, stolen, faulty, damaged or otherwise, in any way attributable to its misuse, the Subscriber must immediately notify Easytrip and request for the Account's deactivation through formal correspondence - via MPTC Customer Care hotline number (02 -135000) or via email at [customercare@mptc.com.ph](mailto:customercare@mptc.com.ph) with the following information: Contact information (Complete Name, Address, Telephone Number, Mobile Number, and Email), Account Number, RFID Serial Number, Date and circumstances of issue (Damaged/Lost/Stolen/Misused RFID). The Subscriber should likewise submit an affidavit of loss or police report to document such loss.
- 3.2 Until Easytrip receives such notice and has processed the appropriate blacklisting, the Subscriber will remain responsible and liable for any authorized/unauthorized transaction or use of the RFID or Card.
- 3.3 If the RFID or Card is retrieved, it must be returned immediately to Easytrip's head office.
- 3.4 Following the notification to Easytrip in accordance with Clauses 3.1 and 3.2 above, Easytrip shall include the RFID in the Blacklist.
- 3.5 In case the stolen RFID or Card is retrieved after being terminated, the Subscriber may request Easytrip to reactivate the Account subject to the payment of Reactivation Fee at the prevailing amount set by Easytrip at the time of request for reactivation.

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

- 4.1 Duly filled-out and signed forms including but not limited to electronic

<p>4.2 and/or digital forms (Subscription Form and Terms and Conditions). Present latest valid Official Receipt (OR) &amp; Certificate of Registration (CR) of the vehicle to be enrolled for verification purposes.</p> <p>4.3 Easytrip, in its own discretion, reserves the right to refuse any application for Subscription.</p> <p>4.4 It is the responsibility of the Subscriber to keep his/her information as stated in this Agreement updated. In case of any changes in the Subscriber's information, the Subscriber must immediately notify Easytrip in writing on any such changes in his/her name, mailing address and contact number with relevant supporting documents. Until the written notice (hardcopy or electronic mail) is received and acknowledged by Easytrip via MPTC Customer Care, Easytrip shall rely on the latest Subscriber's information on record.</p> <p>4.5 Notice is hereby given for the request of personal information for the purpose of administering the Services, subject to Clause 13 hereof. Any inquiry or request to obtain information in accordance with the above provision should be directed in writing to Easytrip.</p>	<p>10. <b>Compliance:</b> The Subscriber shall strictly comply with any RFID guidelines for use and any other instructions issued by Easytrip from time to time with all applicable laws including, without prejudice to the generality of the foregoing, any rules and regulations created thereunder.</p>
<p>5. <b>Collection of Tolls and Charges:</b></p>	
<p>5.1 Applicable Fees</p> <p>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.</p> <p>5.1.2 The fees charged by Tolls/Reloading Merchants or other additional services, service fees and reloading option fees are automatically deducted from the Account or as Easytrip deems applicable.</p> <p>5.1.3 A fee corresponding to maintenance cost shall be charged against a Dormant Account. Monthly dormancy fee amounting to Fifty Pesos (Php 50.00) will be charged to Easytrip Account without prior notice and such charges shall continue until such account reaches zero or insufficient balance in which case it will be deactivated and subject to a reactivation fee.</p> <p>5.1.4 The Subscriber agrees to pay the reactivation fee and/or penalty fee amounting to Five Hundred Pesos (Php500) per account arising from Blacklisting events under Clause 7.1. The account may be activated within 48 hours upon receipt of payment and submitting the documents required by Easytrip.</p> <p>5.1.5 A monthly SOA indicating all the transactions/activities charged to the Subscriber's account are accessible at <a href="http://www.easytrip.ph">www.easytrip.ph</a> 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 it will be considered valid and accepted by the Subscriber. Subscriber also relinquishes Easytrip and its affiliates from any liability and frees them from indemnification or any damage or delays that may be caused by issues/instances not controlled by Easytrip that may cause delay/early/double/wrong posting or irregular updating of activities in the SOA.</p>	<p>11. <b>Communications:</b></p> <p>11.1 In case of Easytrip communication to the Subscriber, Easytrip may use whichever means readily available such as via SMS/e-mail/or registered mail (per last record available to Easytrip).</p> <p>11.2 In case of communication from Subscriber to Easytrip, the Subscriber may reach the company through: 11.2.1 Easytrip Office Address: 7<sup>th</sup> Floor, Iriz One Corporate Center, 35 Meralco Avenue, corner Segundo Street, Ortigas Business District, San Antonio, Pasig City 1605 11.2.2 MPTC Customer Care Hotline: (02)1-35000 11.2.3 Email: <a href="mailto:customercare@mptc.com.ph">customercare@mptc.com.ph</a> 11.2.4 For privacy-related concerns, Subscribers may send email to <a href="mailto:privacy@easytrip.ph">privacy@easytrip.ph</a></p> <p>12. <b>Changes to Terms and Conditions:</b> Easytrip 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 Easytrip by publishing a notice of such changes at <a href="http://www.easytrip.ph">www.easytrip.ph</a>. The Subscriber agrees to be bound by any change or revision of the Terms and Conditions.</p> <p>13. <b>Data Protection:</b></p> <p>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.</p> <p>13.2 By signing the subscription form, Subscriber signifies his/her consent to process the information provided to Easytrip through the form.</p> <p>13.3 The personal data and information disclosed and submitted by the Subscriber shall be processed by Easytrip, 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 (including but not limited to receiving of advisories, promotional materials and announcements via SMS/email and be added to Easytrip's viber channel) , and for customer services to respond to queries and complaints from the Subscriber regarding his/her Account.</p> <p>13.4 Easytrip, its subsidiaries or affiliates, shall retain the Subscriber's data and information for as long as Easytrip is obligated 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.</p> <p>13.5 The Subscriber may exercise his/her rights as a data subject including his/her right to access, right to erasure or blocking and right to rectify all personal data and information processed pursuant to this Agreement.</p> <p>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, Easytrip has introduced appropriate administrative, physical and technical measures such as, among others, up-to-date antivirus, encryption, firewall, intrusion detection and prevention systems and identity and access controls. Disclosure shall be subject for authorization and only on a need-to-know basis.</p> <p>13.7 Details of Easytrip's Data Privacy are available at <a href="https://www.easytrip.ph">https://www.easytrip.ph</a></p> <p>13.8 In case you wish to make amendment or request on how we process your personal Information, or exercise your privacy right(s), please contact via email the Data Privacy Office (<a href="mailto:privacy@easytrip.ph">privacy@easytrip.ph</a>).</p>
<p>6. <b>Replenishment and Reloading Facilities:</b></p>	
<p>6.1 Reloading Facilities:</p> <p>6.1.1 The list of authorized reloading facilities and merchants are enumerated in the Easytrip website (<a href="http://www.easytrip.ph">www.easytrip.ph</a>). Corresponding Service Fees will automatically be applied to the Subscriber's Account depending on the facilities availed. The deduction is authorized as provided under Clause 2.2.5.</p> <p>6.1.2 In cases when there are issues with the toll system or reloading merchant/third party system or outside Easytrip's scope, the Subscriber shall not indemnify Easytrip for any delay or issues, damage, etc. arising from such events.</p>	<p>14. <b>Liability:</b></p> <p>14.1 The following provisions set out Easytrip's liability to the Subscriber in respect to:</p> <p>14.2 Any material breach of its contractual obligations arising under this Agreement; and Any representation, statement or tortious act or omission including gross negligence arising under or in connection with the Agreement.</p> <p>14.3 Under no circumstances will Easytrip 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 RFID (and/or associated Service), including liability of any kind arising from RFID'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 Easytrip of the RFID 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 Easytrip's control including but not limited to incorrect usage and placement of the RFIDs on the windshield of the assigned car, theft/unauthorized usage of the Easytrip RFIDs, tampering of the Easytrip RFIDs, government action, force-majeure, interference or damages by any third party or any change in legislation. Easytrip 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.</p> <p>14.4 Easytrip shall have no liability to the Subscriber in respect of any event or default solely attributable to Easytrip unless the Subscriber shall have served notice of the same upon Easytrip 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.</p> <p>14.5 Except as expressly stated herein, all conditions, warranties, representation and/or undertakings, express or implied, statutory or otherwise are excluded.</p>
<p>7. <b>Suspension, Recoupment and Blacklisting:</b></p>	
<p>7.1 The following are considered Blacklisting events:</p> <p>7.1.1 Denied or Rejected Payment at the opening of an Account or within the contract period;</p> <p>7.1.2 Failure to submit proper documents required by Easytrip;</p> <p>7.1.3 Stolen, lost or damaged RFID(s) pursuant to Clause 3;</p> <p>7.1.4 Deliberate or intentional use and/or tapping of Easytrip Card as an alternative to the RFID when passing through the RFID lanes, except when permitted by any of the Easytrip representatives or personnel on site.</p> <p>7.1.5 Unauthorized installation of lower-class RFID to another vehicle belonging to a higher class, resulting to incorrect charges to the Subscriber's Account. In such cases, Easytrip may demand investigation on the Subscriber's Account and upon investigation, may impose suspension, blacklist, and/or charge such fraudulent Account with the appropriate charges attributed to the relevant toll transaction.</p> <p>7.1.6 Using more than one (1) Easytrip RFID on the same vehicle or transfer of RFIDs/Cards and using them on multiple vehicles;</p> <p>7.1.7 Using ETC lanes but not qualified to do so such as having insufficient load or negative balance on the first instance;</p> <p>7.1.8 Using fraudulent, tampered, defective, invalid, or improperly placed RFIDs;</p> <p>7.1.9 Not following or abiding traffic rules and laws while using the RFID/Card/Account; or</p> <p>7.1.10 Subscriber-initiated cancellation (e.g., Enrolled vehicle is sold, etc.)</p> <p>7.1.11 Dormant Accounts;</p> <p>7.1.12 In case of suspended, misused or blacklisted Account/s arising from fraudulent acts, Easytrip or any of its duly designated representatives may cause its confiscation at the nearest toll gate, regardless of where the subject RFID was used.</p> <p>7.2 On the occurrence of any Blacklisting Event, Easytrip and its agents have the authority to deactivate and/or blacklist any identified RFID. The Subscriber may be notified of the occurrence of a Blacklisting Event by Easytrip through any reasonable means of communication (via SMS, email, or call) at the sole discretion of Easytrip.</p> <p>7.3 The Subscriber is not entitled to use the Blacklisted RFID until the Blacklisting Event is remedied within the period of fifteen (15) days from notice, otherwise it shall be deemed waiver of the right to use the RFID after which, it shall be closed and terminated pursuant to Clause 7.</p> <p>7.4 The Subscriber agrees to pay for the following charges and/or penalties and authorizes Easytrip to deduct the same from the balance of the Account:</p> <p>7.4.1 Any penalties or charges imposed by Easytrip;</p> <p>7.4.2 Balance charges or transactions due payment; and,</p> <p>7.4.3 Other charges such as those related to the recoupment of the RFID.</p>	<p>14.6 Easytrip 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 Easytrip or if Easytrip has been advised of the possibility of the Subscriber incurring the same.</p> <p>14.7 Easytrip shall have no liability to the Subscriber in respect of any event or default solely attributable to Easytrip unless the Subscriber shall have served notice of the same upon Easytrip 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.</p> <p>14.8 Except as expressly stated herein, all conditions, warranties, representation and/or undertakings, express or implied, statutory or otherwise are excluded.</p>
<p>8. <b>Effectivity and Termination:</b></p>	
<p>8.1 These Terms and Conditions shall take effect upon customer's subscription. Easytrip 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.</p> <p>8.2 The right to use the RFID may be terminated, and its recoupment thereafter may be permitted in following instances:</p> <p>8.2.1 When (i) having provided Easytrip the information, the Subscriber has cancelled or, otherwise altered or changed it for whatever reason without notifying Easytrip; or (ii) having confirmed that he or she would make payments through auto-charge methods, Easytrip's request for funds is not accepted, the Subscriber's cheque is returned unpaid or the Subscriber notifies or it becomes apparent to Easytrip that he or she does not intend to continue making payments by any of the other methods.</p> <p>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 Easytrip.</p> <p>8.2.3 When the Subscriber has, in the opinion of Easytrip, misused or failed to use the RFIDs allocated or made fraudulent or any other unauthorized or illegal use of the RFID/Account or other use not in accordance with this Agreement.</p> <p>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 Easytrip to the Subscriber.</p> <p>8.2.5 Any termination of the Agreement pursuant to this Clause shall be without prejudice to any other legal rights or remedies for the parties. 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 RFID. Further, Easytrip shall have the right to recoup or repossess the same in relation to the provision stated in paragraph 8.2.</p>	<p>15. <b>Miscellaneous:</b></p> <p>15.1 Terms and Conditions: By subscribing to this form, Subscriber acknowledges that the terms and conditions herein provided shall supersede and terminate any previous subscriptions and/or agreements signed between Subscriber and Easytrip i.e. old DSRC subscription, etc. and shall waive any other claims and/or liabilities against Easytrip arising from such agreements. The terms and conditions set out herein together with FAQ and Subscription Form which may be published by Easytrip 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. The Subscriber unconditionally agrees to be bound by these terms and conditions, all amendments, revisions and additions which Easytrip may effect from time to time. For this purpose, the Subscriber shall have the obligation to update himself/herself on the amended terms and conditions of the Easytrip Account.</p> <p>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. Easytrip 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.</p> <p>15.3 Assignment: Only Easytrip and not the Subscriber shall be entitled to assign, transfer, charge or otherwise deal with the RFID or the rights, benefits and burdens hereunder.</p> <p>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.</p> <p>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. <b><u>Remedies: The rights and remedies herein are cumulative with and not exclusive of any rights or remedies provided for by law.</u></b></p>
<p>9. <b>Warranty:</b></p>	
<p>9.1 The warranty for RFIDs is one (1) year from the date of Subscription and may be replaced provided that there is no physical damage or tampering on the RFID. The RFID shall be subject to physical, and system check by Easytrip personnel.</p> <p>9.2 In cases where the RFID 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) business days upon Subscriber's submission of termination letter addressed to Easytrip, through its Customer Service and is subject for Easytrip's approval.</p> <p>9.3 Easytrip shall replace the faulty or defective RFID ONLY after due evaluation thereof by Easytrip.</p> <p>9.4 Any person shall not be allowed to avail of any warranty or service under this Agreement if his/her RFID was obtained from any unauthorized person, seller, or reseller. In such case, any replacement shall incur reasonable fees charged by Easytrip.</p> <p>9.5 THE WARRANTY PROVIDED IN THE FOREGOING PROVISIONS OF THE</p>	<p>16. <b>Force Majeure</b></p> <p>16.1 If the use of the RFID or any facility is prevented or hindered by any matter beyond the control of Easytrip 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 Easytrip until such prevention or hindrance comes to an end.</p>