

TERMS AND CONDITIONS FOR THE USE OF AUTOSWEEP RFID

The Subscribers upon subscribing to the Autosweep RFID services acknowledge: (i) that in consideration of his/her acceptance of the terms and conditions for the use of the Autosweep RFID Sticker ("RFID Sticker") along the South Metro Manila Skyway, South Luzon Expressway, STAR Tollway, NAIA Expressway, Tarlac-Pangasinan-La Union Expressway and all other toll roads that shall be constructed and operated by the Tollway Companies as defined below, Skyway O&M Corporation ("SOMCO"), Manila Toll Expressway Systems, Inc. ("MATES"), TPLEX Operations and Maintenance Corporation ("TOMCO") and Star Tollways Corporation ("STC") as Operators of the abovementioned toll roads, in coordination with SMC Skyway Corporation ("SKYWAY"), SMC SLEX Inc. ("SLEX"), SMC NAIAX Corporation ("NAIAX"), SMC Skyway Stage 3 Corporation ("MMSS3"), SMC TPLEX Corporation ("TPLEX") and Star Infrastructure Development Corporation (SIDC), (SOMCO, MATES, STC, TOMCO, SKYWAY, SLEX, NAIAX, MMSS3, TPLEX and SIDC are collectively referred to herein as "Tollway Companies"), grant me the privilege to avail of the electronic toll collection ("ETC") services through the use of the Autosweep RFID Services processed by the Tollway Companies' third party provider, Intelligent E-Processes Technologies Corp. ("IETC"), and that I agree to comply with the terms and conditions stipulated in this Autosweep RFID Subscription Agreement ("Agreement").

1) **Autosweep RFID Services**

- a) The subscription to the Autosweep RFID Services is made on a pre-paid subscription basis. The amount paid for the Autosweep RFID Service shall automatically serve as prepaid load for a specific Autosweep RFID Account ("RFID Account") subject to additional fees, as applicable, and as described in Article 3 below.
- b) Upon subscription, the Subscriber shall be assigned an Autosweep RFID Account Number ("RFID Account Number"). The Subscriber shall be issued one (1) Autosweep RFID Sticker ("RFID Sticker") and one (1) Autosweep RFID Card ("RFID Card") (the Subscriber's back-up card) for each enrolled vehicle ("Enrolled Vehicle").
- c) The RFID Card shall bear the plate number and the RFID Account Number of the Enrolled Vehicle. The Subscriber must be able to present the RFID Card to the Tollway Teller if the RFID Account shall need further validation. The Subscriber understands that using the RFID Card for another vehicle is strictly prohibited, and the Subscriber agrees that a violation of this provision shall result in the confiscation of the RFID Card and the imposition of corresponding fees and penalties as stated herein.
- d) Multiple vehicles may be enrolled under one account ("RFID Group Account"). Under the RFID Group Account, the following rules shall apply:
 - i) the prepaid load of the RFID Group Account may be shared by all Enrolled Vehicles; or
 - ii) each Enrolled Vehicle may be assigned an individual RFID Account ("RFID Individual Account") wherein the prepaid load may be used only by the Enrolled Vehicle assigned to the RFID Individual Account.
- e) The RFID Sticker is NON-TRANSFERABLE and shall be installed in the Enrolled Vehicle only by an Autosweep RFID Personnel.
- f) The Subscriber with a valid RFID Sticker and RFID Card must enter and exit at any ETC lane to avoid being charged with the farthest toll fee.
- g) The toll charges incurred by the Subscriber shall automatically be deducted from the prepaid load of his/her RFID Account and shall correspondingly be reflected in his/her statement of account ("SOA"). All automated Autosweep RFID related documents (i.e. SOA, Official Receipt, other important notices) shall be sent to the Subscriber's e- mail address stated in the Agreement.
- h) An Enrolled Vehicle under an RFID Account that has no prepaid load or where its remaining prepaid load is insufficient to pay for the applicable toll fee will not be allowed to enter and exit the ETC lane
- i) An Enrolled Vehicle under an RFID Account will be subject to regular system automated updates of their vehicle plate numbers as part of the Automatic License Plate Recognition ("ALPR").

2) **Required Documentations. Incomplete documents will not be processed.**

- a) **Personal Account.**
 - i) Duly filled up forms - Signed Autosweep RFID Subscription Agreement.
 - ii) Photocopy of one (1) valid ID bearing the photo and signature of the Subscriber (driver's license, SSS, TIN or Passport)
 - iii) Photocopy of the latest valid Official Receipt (OR) & Certificate of Registration (CR) of the vehicle to be enrolled
 - (1) If you are the not the registered owner, please present proof of vehicle ownership (deed of sale) or authorization letter from the registered owner allowing you to register the vehicle and create an Autosweep RFID account under the user's name.
 - (2) Photocopy of one (1) valid ID of the Registered Owner and the Subscriber (bearing photo and signature)
- b) **Business Account.**
 - i) Duly filled up and signed Autosweep RFID Subscription Agreement by the company's President or his Authorized Representative.
 - ii) Photocopy of the OR & CR of the vehicle/s to be enrolled.
 - iii) If the vehicle is not registered under the company, proof of vehicle ownership is required such as deed of sale or authorization letter from the registered owner authorizing the company to register the vehicle and create an Autosweep RFID account under the company's name.
 - iv) Business Permit / DTI /SEC Registration
 - v) Secretary's Certificate or Letter of Authority of the Authorized Representative.
 - vi) Photocopy of one (1) valid ID of the Company President bearing the photo and signature of the Subscriber (driver's license, SSS, TIN, and Passport) and his Authorized Representative.

For newly purchased vehicle, a photocopy of the vehicle's sales invoice issued by the car dealer can be submitted

during enrollment. The copy of the OR & CR MUST be submitted to Tollways Representative within fifteen (15) days after the registration date.

3) **Applicable Fees.**

- a) Initial load requirement during enrollment per sticker per class: Class 1 – P500, Class 2 – P1,000, Class 3 – P1,000)
- b) The cost per tag is **Two Hundred Pesos (P200.00)**. The same amount shall be paid by the Subscriber for every tag replacement not covered by warranty.
- c) The cost per card is **One Hundred Pesos (P100.00)**. The same amount shall be paid by the Subscriber for every card replacement.
- d) An annual subscription fee of **Fifty Pesos (P50.00)** per account shall be charged directly to the Subscriber's account every subscription anniversary date.

4) **Maintaining Balance& Threshold Balance (Low Balance)** - The Subscriber whose account has fallen below the prescribed maintaining balance shall not be given access to pass the Electronic Toll Collection (ETC) lanes. In case the Subscriber's account has reached this status, the account may be temporarily deactivated if he fails to replenish the account and the Subscriber must load his account immediately before passing the ETC lanes to avoid the inconveniences, otherwise, the Subscriber must use the cash lane until his AUTOSWEEP RFID account is replenished. The threshold balance is the amount that triggers the need to replenish the account.

Maintaining balance: Class 1 - P100, Class 2 - P200, Class 3- P300. Minimum threshold is P500/account or threshold defined by Authorized Autosweep RFID Personnel applicable to motorist.

5) **Loading your Account.** The Subscriber must ensure that his account has sufficient load by monitoring the balance of his account regularly before passing through the tollgate. The Subscriber must reload his account immediately once the balance is about to reach or reaches the threshold (low balance) to avoid inconvenience. The Autosweep RFID account may be loaded in any of the available RFID Stations and Merchant Partners. Convenience fee arising from the processing of reloads by the merchant partner shall be for the account of the RFID Subscriber. The complete list of Autosweep Station and Merchant may be viewed at Autosweep RFID Customer Care website www.autosweeprfid.com.

For Auto Debit Arrangements, e.g. Credit Card, please complete the Authority to Charge form and submit the originally signed form to any Autosweep RFID Customer Service Center along with the photocopy of the front face of your card for encoding and activation of ADA enrollment. Any changes in the ADA subscription requires re-application.

6) **Proper Handling of the Autosweep RFID Sticker.** Throughout the term of this Agreement, the Subscriber shall be responsible for the proper handling of the Autosweep RFID sticker. The Subscriber shall ensure that the Autosweep RFID sticker is properly installed on his vehicle at all times. Only Authorized Autosweep RFID Personnel is allowed to perform the mounting of the appropriate Autosweep RFID sticker. The Subscriber shall not remove, tear, cut, transfer or alter whatsoever the Autosweep RFID sticker from the enrolled vehicle/s under any circumstance. The following should be avoided in order to preserve the sticker (a) Use of harsh detergent on the tag during car wash (b) Heavy rubbing on the tag (c) Other acts that may cause damaged to the tag.

7) **Damaged or Defective Sticker.** The Subscriber must ensure proper care of the sticker. In case of damaged/defective Autosweep RFID sticker, the Subscriber must bring the vehicle to the nearest Customer Service Center immediately for checking and possible sticker replacement. Failure to do so may result to the sticker becoming invalid and may be subjected to Article 11&12. Only Authorized Tollways Representatives are allowed to detach the Autosweep RFID sticker on the enrolled vehicle if needed.

8) **Warranty.** The Autosweep RFIDsticker is covered by six (6) months warranty from the date of installation and shall be shall be limited to manufacturer's defects only. Any damage to the sticker attributed to Subscriber's negligence/mishandling shall void the warranty of the Autosweep RFID sticker.

9) **Transfer/Sale of Vehicle.** The Subscriber must visit any Autosweep RFID Customer Service Center to inform about the transfer or sale of the enrolled vehicle along with the submission of the issued Autosweep RFID sticker and card for cancellation, otherwise the accountability of the Autosweep RFID sticker and its toll usages shall remain with the original Subscriber.

10) **Use in Electronic Toll Collection (ETC) Lanes.** The Subscriber must use the designated ETC lanes only. Provided, however, that the Subscriber's Autosweep RFID account has sufficient balance to cover his toll fees and the sticker is valid.

11) **Unreadable Sticker.** In case the Subscriber's Autosweep RFID sticker is not detected at the ETC lanes, the Subscriber must obtain an Entry Toll Card and must pay the corresponding toll fee in cash at the cash or mixed lanes during exit. Failure to do so may result in the following:

- a) The Subscriber shall be liable to pay the toll fee applicable to the highest toll/farthest entry to the actual exit toll plaza.
- b) A penalty charge of P150.00 for not presenting the Entry Card as set forth by the Toll Road Operator, which may be adjusted by the Toll Road Operator from time to time.
- c) The Subscriber may be subject to the penalties for violation of traffic laws, rules and regulations applicable to the toll ways (R.A. No. 2000 – Limited Highway Access Sec.10 and other laws applicable) and maybe issued Traffic

Violation Ticket for Disregarding Traffic Signs (DTS), by using the Autosweep RFID lane when not qualified to do so.

The Subscriber must report the incident to Tollways Customer Service immediately for verification or replacement (Article 7).

12) **Suspension/ Cancellation / Blacklisting of Account.** The Autosweep RFID account may be suspended or blacklisted due to the following reasons:

- a) Subscriber-initiated cancellation (e.g. Enrolled Vehicle is sold, etc.);
- b) Passing the ETC lane when the RFID Account has no prepaid load or has insufficient prepaid load to pay the toll fee;
- c) Failure to submit documents pursuant to Article 2;
- d) Use of the RFID Card for a vehicle with no RFID Sticker;
- e) Plate number reflected in the RFID Card does not match the actual plate number;
- f) Use of tampered RFID Card during toll gate verification;
- g) Failure to use the appropriate lane, which results in inaccurate toll transactions (i.e. entering at cash lane and exiting at ETC lane);
- h) Continuous use of a defective or unreadable RFID Sticker;
- i) When the RFID Account has a Negative Balance and the Subscriber fails to pay the Negative Balance and replenish the RFID Account with the required maintaining prepaid load within thirty (30) days;
- j) When the RFID Sticker has become dormant;
- k) Disrespecting and/or making verbal or physical threats against Autosweep RFID Personnel and/or Tollway personnel during the performance of the latter's duties.

A suspended/cancelled/blacklisted RFID Account is deemed an INVALID account; thus, the issued RFID Card/s of the suspended/cancelled/blacklisted RFID Account/s are automatically subject to card confiscation at the toll gate.

13) **Dormant / Inactive Accounts.** The AUTOSWEEP RFID sticker that has not been utilized for over twelve months (12) months will be automatically deactivated

14) **Reactivation & Penalty Fee.** The Subscriber agrees to pay the reactivation fee and/or penalty fee amounting to P500 per account arising from Article 12 at any of the Autosweep RFID Customer Service Center. The account may be activated within 48 hours upon receipt of payment.

15) **Update and Change of Subscriber's Information.** It is the responsibility of the Subscriber to keep his information as stated in this Agreement updated. In case of any changes in the Subscriber's information, the Subscriber must immediately notify in writing any such changes, with the relevant supporting documents to the Autosweep RFID Customer Service Center. Until the written notice (hardcopy or electronic mail) is received and acknowledged by the Autosweep RFID Personnel, the latest Subscriber's information on record shall be conclusive.

16) **Request/ Inquiries / Concerns.** The Subscriber may elevate his request, inquiries, and concerns thru Autosweep RFID Customer Service Hotline (Landline) (02) 318-TOLL (8655) ; Autosweep RFID Customer Care Portal (Website) – www.autosweeprfid.com ; Email : customercare@autosweeprfid.com. The Subscriber may also visit any Autosweep RFID Customer Service Centers listed in the website.

17) **Liability.** The Subscriber shall indemnify and hold Skyway and SLEX Management, its affiliates, and related parties, as well as their respective shareholders, directors, officers, employees and representatives, directly or indirectly, free and harmless against any claim by, or from any liability to, any User or third party, for any loss, damage or liability arising out of or in connection with this Agreement, including but not limited to those caused by any of the following:

- a) Any delay, interruption, stoppage or error in delivery of the Autosweep RFID sticker caused by administrative, technical, mechanical, electronic, computer error or fault, or any other reason or circumstance attributable to the improper use, care and/or safekeeping of the Autosweep RFID sticker by the Subscriber/User, and or beyond the control of Tollway Companies, its employees, contractors, and representatives, including but not limited to such causes as government action, change in legislation, force majeure or interference by third parties;
- b) Unauthorized use of Autosweep RFID sticker installed in the registered vehicle, e.g. vehicle theft, unauthorized use, etc., without any form of notice (Article 16) submitted by the Subscriber to any Autosweep RFID Customer Service Center.

18) **Right to Refuse / Changes in Terms and Conditions.** The Management reserves the right to refuse, deny, disapprove and or cancel any application for an Autosweep RFID sticker and is under no obligation to provide any reason for such decision. Tollways Management reserves the right to change, modifies, delete or add any item in the Agreement from time to time and such changes shall be communicated to the Subscribers in any means possible prior to its effectivity. The Subscriber agrees to be bound by any revision of the terms and conditions of the Agreement.

19) **Interoperability.** By virtue of the Toll Collection Interoperability with various concessionaires, operators, Department of Transportation, Department of Public Works and Highways, Land Transportation Office, and Toll Regulatory Board and by virtue of any other interoperability agreement/s that may be entered into by the Tollway Company/ies with other concessionaire/s and/or operator/s for the toll road/s (collectively referred to as "Tollway Partner"), the Subscriber

allows the Tollway Companies to share his/her data information to the Tollway Partner for the purpose of allowing the Subscriber to use the Autosweep RFID services on the toll road/s of the Tollway Partner and the Subscriber further agrees and consents to be bound by the terms and conditions of this Autosweep RFID Subscription Agreement, including any amendments thereto, for his/her use of the Autosweep RFID services on the toll road of the Tollway Partner

- 20) **Data Protection.** The Subscriber, by signing this Agreement, hereby gives his voluntary consent for the processing of his personal data to facilitate the Autosweep RFID subscription, collection of toll fees, and handling of Autosweep RFID related inquiries and concerns. The personal information processed shall be stored for ten (10) years after the termination of the Autosweep RFID services for BIR purposes or such other period exceeding ten (10) years as may be required by law or by any other legal obligation. This likewise serves as due notice to the Subscriber that information processed under this Agreement may be shared with CMMTC/SLTC/VTDI/SIDC/SOMCO/MATES/STC/IETC, its affiliates, and related parties, as well as their respective shareholders, directors, officers, employees and representatives, as needed to protect the interests of all parties herein.