



ePass - Account Terms and Conditions

Effective Date: June 1, 2022

Last Updated on: June 1, 2022

These Terms of Use (“Terms of Service”, “Agreement” or “ToU”) describe the terms under which Book Now Zambia (“We”, “Our” “Us”) provides an End User access to and use of ePass (“You”, “Your”, “Yourself” or “End User”). By accessing and/or using ePass- You agree to be bound by this Terms of Use.

Product Definition: ePass, a product of Book Now Zambia Limited, is an online fleet management solution that allows companies and individuals to access, manage and pay for services that include, but is not limited to eTolls, eFuel, Roadside assistance.

These terms replace all previous terms and conditions. Continued use of your Regular ePass or Fuel Account constitutes agreement to these Terms.

Book Now Zambia (A Dot Com Zambia) may amend, vary or replace these Terms or any portion of them and amend any applicable Fees and Charges without notice and at its discretion.

1. Applying for a Regular ePass Account

When applying for a Regular ePass Account, You agree to provide all details required to properly establish a Regular ePass Account including, but not limited to the Number Plates of the vehicles to be listed on your Regular ePass Account, vehicle make, vehicle model and ePass classification. You must ensure that the Number Plate(s) nominated for your Regular ePass Account:

- i. comply with all applicable laws (including the positioning of the Number Plate on the Vehicle);
- ii. are not obscured or damaged; and
- iii. are visible at all times when using a Toll Plaza or Fuel Station

On successful acceptance of your application by Book Now Zambia, your Regular ePass Account will be established and Toll or Fuel Cards issued (forthwith referred to as ePass Cards)

2. Updating Regular ePass Account details

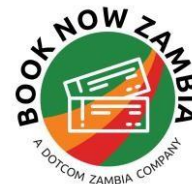
You are responsible for notifying Book Now Zambia if there are any changes in the information associated to your regular ePass Account, including your name, address and contact details.

3. Identification of trips by ePass Card and Number Plate

- I. ePass Cards registered to the number plate of the vehicle are used to register a trip on a Toll Road or Fuel Station.
- II. Each time an ePass Card is used whether by You or anybody else (authorized or not), the ePass and any charges will be debited from your Regular ePass Account.
- III. You agree to advise Book Now Zambia to remove the Number Plates **immediately** from your Regular ePass Account once a Vehicle carrying your Number Plates is sold or disposed. You must then return the ePass Card to Book Now Zambia for deactivation. If you do not do any of the above, Book Now Zambia **will not** be liable to reimburse You for any relevant Fuel, Tolls and any charges to your Regular ePass Account up until the point you remove or advise Book Now Zambia to remove the Number Plate from your Regular ePass Account and return the ePass Card.

4. Payments/ Account Top Up

your Regular ePass Account is pre-paid. Upon payment, the corresponding e-Pass Value will be credited to your account. Each time an ePass Card is used whether by You or anybody else (authorized or not), the corresponding ePass charge will be debited from your Regular ePass Account. Once your account balance reduces to the stipulated threshold, a top up is required.



Payments for tolls, fuel and other services are to be conducted through Book Now Zambia Ltd. Payment may be done by cheque or electronic bank transfer to:

Account Name : BOOK NOW ZAMBIA LIMITED
Account Number : 62560754931 (ZMW)
Bank Name : First National Bank
Branch Number : 260014
Branch Location : Acacia Park

5. Non-payment of Road Tolls and Termination of Regular ePass Account

If your ePass Card cannot be read at a Tolling Point, the relevant Toll Road Authorities will either:

- a) match your Number Plate, if your Number Plate is registered to your Regular Account, when your Vehicle goes through a Tolling Point and debit your Regular ePass Account with the applicable ePass and charges; or
- b) issue you with a Notice that may include penalties

Book Now Zambia may waive, at its discretion, additional charges for any reason, including if the ePass Card was defective or if the charge was not caused by your act or omission.

If your Regular ePass Account has been suspended, any ePass Cards and Number Plate(s) associated with your Regular ePass Account will no longer be registered to travel on ePass Roads. Under these circumstances, travel on ePass Roads may result in a ePass Notice or a Penalty Notice and You may be liable for additional charges.

Book Now Zambia may suspend or terminate your Regular ePass Account

- if there are no funds available to pay for Tolls;
- if Book Now Zambia are required to do so by law; or
- at Book Now Zambia's discretion.

6. Statement of Accounts

A statement of account setting out all activities and charges incurred and any payments made, is available for viewing on a daily, weekly, monthly and/or quarterly basis on Book Now Zambia's website and/or mobile application via the unique user name and the password authorized by Book Now Zambia for your Regular ePass Account.

eToll prices in Zambia are published by the NRFA, while Fuel prices are published by the ERB, however any applicable charges may be amended from time to time at their discretion.

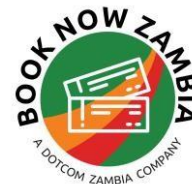
You agree:

- a. to check all items on your statement are for your Regular ePass Account are correct;
- b. immediately notify Book Now Zambia if You find any entries that you believe are incorrect stating the reason and evidence for your claim;
- c. if a claim is not made within two (2) months after the date of the statement a charge may be made to investigate the claim; and
- d. that Book Now Zambia is not responsible for any incorrect items on your statement that You do not bring to Book Now Zambia's attention.

7. Account and/or ePass Cards de-activation

If your Regular ePass Account goes into debit, Book Now Zambia may de-activate your Regular ePass Account and/or ePass Cards without notice. If we have to de-activate your Regular ePass Account and/or ePass Cards:

- a. your ePass Cards and Regular ePass Account will be marked as de-activated;
- b. your ePass Cards will reject when it passes through a Tolling Point or attempted to be used at a fuel station.
- c. Book Now Zambia will notify the participating Tolls Road Authority and/or Fuel Provider that your ePass Cards has been de-activated;
- d. You cannot use your ePass Cards to pay to pass Toll Roads or Buy Fuel while your Regular ePass Account is de-activated; and
- e. Any ePass incurred on your Regular ePass Account while it is de-activated will be charged to your Regular ePass Account on its reactivation. In addition, Book Now Zambia may charge You a fee for costs or charges that are incurred while your Regular ePass Account is de-activated.



Book Now Zambia will attempt to contact You should your Regular ePass Account go into debit and will take all reasonable steps to work with You to bring your Regular ePass Account back into order. Book Now Zambia reserves the right to forward, on our determination, any outstanding monies owed to a debt collection agency for the purpose of redeeming such outstanding monies. Book Now Zambia may charge You a fee for costs, or charges incurred by collection of any debt.

8. Account Overdraft

- 1) An account can go into overdraft with no repercussions up to 3 days AFTER an Invoice is received to top up an account with a low balance. However Fuel Cards- which are assigned value may not go into overdraft.
- 2) An overdraft fee will apply if the account has been in overdraft for more than 3 days and/or you receive an overdraft notice and do not make payment within 3 days thereafter. Additionally, your account may become suspended on the 4th Day with the suspension lifted once payment is made.
- 3) The overdraft fee will be the greater of K500 or 3% of the overdraft amount. The fee will be assessed on the day, that the subsequent payment is received or at the time of notification

9. Termination of account

Book Now Zambia reserves the right to terminate your Regular ePass Account at its discretion and without giving notice or reason.

You may close your Regular ePass Account at any time by notifying Book Now Zambia by phone, email or in writing and returning all ePass Cards associated with your Regular ePass Account.

If your Regular ePass Account has an account balance at the time of notification, a refund request will be processed.

10. Local User Discounts/ Frequent User Discounts / Fuel Promotions

Book Now Zambia does not operate or control the tolling discount scheme, and such queries must be referred to the NRFA. Furthermore more Book Now Zambia does not operate or control fuel discount schemes and promotions run by respective fuel companies, and such queries must be referred to respective Fuel Service Provider.

11. General

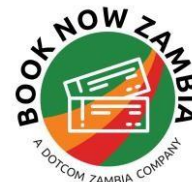
Book Now Zambia may amend, vary, or replace these Terms, or any portion of them at Book Now Zambia's discretion and without any notification. Book Now Zambia may assign or novate its rights, interests and obligations under these Terms to any third party, without notice, at its absolute discretion.

12. Trademarks

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13. License Grants, Generally

If you are using ePass software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then ePass grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use our software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access



and use requirements contained in all documentation accompanying the ePass services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, ePass and third parties. ePass may update or discontinue any software upon notice to you. While ePass may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the ePass Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to ePass's software are owned by ePass and any third party materials integrated therein are owned by ePass's third party service providers. Any other third party software application you use on the ePass websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that ePass does not own, control nor have any responsibility or liability for any such third party software application you elect to use on any of our websites, software and/or in connection with the ePass services.

14. Your use of information; Data protection laws

If you receive information about another ePass customer, you must keep the information confidential and only use it in connection with the ePass services. You may not disclose or distribute any information about ePass users to a third party or use the information for marketing purposes unless you receive that user's express consent to do so. You may not send unsolicited emails to a ePass customer or use the ePass services to collect payments for crediting or assist in crediting, unsolicited emails to third parties. To the extent that you process any personal data about an ePass customer pursuant to this agreement, you agree to comply with the requirements of any applicable privacy and data protection laws. You have your own, independently determined privacy policy, notices and procedures for any such personal data that you hold as a data controller, including a record of your activities related to processing of personal data under this agreement.

The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this agreement, including the *Personal Information Protection and Electronic Documents Act* and ICT ACT 2009 of the constitutions of Zambia

15. Disclaimer

Book Now Zambia seeks to ensure the effectiveness of the ePass Cards, Book Now Zambia makes no representation as to the accuracy, reliability or safety of the ePass Cards, user instructions or warnings. Book Now Zambia expressly disclaims liability for any errors or omissions in the ePass Cards, user instructions or warnings.

16. Limitation of Liability

Subject to the Severability clause below, Book Now Zambia's total liability under these Terms, whether in contract, under statute (including in respect of a breach of a condition, warranty or undertaking implied under law), in tort (including negligence) or otherwise under or in connection with these Terms or the provision of the Regular ePass Account or ePass Cards is limited to the replacement of the ePass Cards or the supply of equivalent goods.

17. Disclaimer of consequential loss or damage

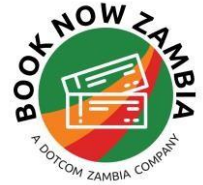
Except to the extent required by law, in no event shall Book Now Zambia be liable to You or any third party whether in contract, in tort (including negligence), under any statute or otherwise under or in connection with these Terms or the provision of the Regular ePass account or ePass Cards for or in respect of any indirect or consequential loss of whatever nature, or any special, incidental or punitive loss or damage, or loss of profit or loss of business.

18. Indemnity

You indemnify Book Now Zambia, and keep Book Now Zambia indemnified, against all and any losses, costs, expenses, claims, demands and damages of whatsoever nature and howsoever incurred by You or any third party arising out of or in connection with your use of the Regular ePass Account or the use of the ePass Cards

19. Severability

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.



20. Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, Book Now Zambia's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect Book Now Zambia's ability to enforce such term at any point in the future.

21. Communications

You consent to receive notices and information from Book Now Zambia in respect of your Regular ePass Account by electronic communication.

22. Entire agreement

These Terms constitute the entire agreement between You and Book Now Zambia with respect to the use of your Regular ePass Account and ePass Cards.

23. Jurisdiction and governing Law

These Terms are governed by and to be construed in accordance with the laws of the Republic of Zambia .

24. Definitions

NRFA- National Road Fund Agency, an organization established through the Road Fund Act No 13 of 2002 under the laws of Zambia that is the lead tolls agent in the Zambia

Fuel Service Provider- A company licensed by the Energy Regulation Board (ERB) to sell Petroleum products to the general public via service stations

Business Day – Means any day when commercial banks are generally open for business in the republic in Zambia **Transaction**

Date – Means the date and time a ePass transaction is recorded.

Settlement Date – Means the date and time when a transaction is received and subsequently processed by a commercial bank and/or ePass agent. This may be different from the transaction date.

POS- means Point of Sale, being the locations, where ePass transactions are conducted.

Book Now Zambia- An ICT company, that is a whole owned subsidiary of Dot Com Zambia, that has been authorized as a Tolling Agent by the NRFA and an eFuel agent by respective fuel providers.

Fees means the fees and charges that may be levied by Book Now Zambia

Penalty Notice means a notice requiring the payment of a penalty from a Regulatory Body for the non-payment of a Toll Fee or for any other offence committed in your Vehicle relating to Tolls as prescribed by an act or regulation in the jurisdiction the offence occurred in;

Regulatory Body means a body formed or mandated by the Government or by a legislative act or regulation to carry out a specified function;

Regular ePass Account means a Prepaid account opened by You by Book Now Zambia for the purpose of paying Tolls, Fuels and other services incurred by You or on your behalf;

ePass Card means the ePass Card provided to You to enable the electronic payment of Tolls and/or Fuel ;

Terms means these Regular ePass Account Terms and Conditions as amended from time to time;

eFuel means all fuel purchases made electronically using the respective Fuel Card.

eTolls means all fees imposed or levied by the operator of a Toll Road relating to each trip passage made by a Vehicle;

Tolling Point means a ePass booth or any other ePass point on a Toll Road

Top Up means to replenish a Regular ePass Account with funds;

Top Up Trigger means the nominated amount of money to reach for a Regular ePass Account require the addition of funds

You means the person in whose name the Regular ePass Account is opened (and 'your' has a corresponding meaning).

E-mail: info@booknowzambia.com

Phone: +260 96 2281630

Mon-Fri 9:00am to 5:00pm

Address: Suite 5, 46 Kudu Road, Kabulonga, Lusaka, Zambia