Legal Information Document

ETC | PROJECT

Terms, Conditions and Privacy Policy Document

Christabel Acquaye

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# Terms and conditions

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the eToll® mobile application (the "Service") operated by eToll, Inc. (“eToll”, "Us", "We", or "Our").

Your access to and use of the Service is conditioned upon Your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service You agree to be bound by these Terms. If You disagree with any part of the terms then You do not have permission to access the Service.

## Parties

By agreeing to these Terms, You are entering into an agreement (the “Agreement”) with eToll in which eToll agrees to provide the Service to You. In order to provide the Service, eToll may need to enter agreements with third party toll authorities (“Toll Authorities”). Neither these Toll Authorities, nor their officers, managers, employees, representatives or agents, are a party to this Agreement.

eToll and You shall remain independent contractors, such that these Terms and this Agreement shall not be construed as constituting the formation of a partnership, joint venture or agent-principal relationship or to create any other form of legal association that would impose liability upon one party for the act or failure of the other party, except as otherwise expressly noted herein.

## Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), You may be asked to supply certain information relevant to Your Purchase including, customer information (“Customer Information”) and personal information (“Personal Information”), such as user account/profile information, vehicle information, vehicle enrollment period information, wallet transaction information, toll transaction information, among other private details.

To the extent that it is necessary to provide the Service, You expressly authorize eToll to provide Toll Authorities with certain Customer Information and/or Personal Information, including: (1) Your name; (2) the license plate number(s) and image(s) associated with Your account; (3) the amount of the toll payment that is being paid through Your account; and (4) the location of the toll that is being paid using Your account.

Toll Authorities shall have the right to maintain Customer Information to the extent that is permitted by law. Such Customer Information may or may not include Personal Information. Customer Information that is maintained by Toll Authorities will not be provided to eToll.

For additional information about the Personal Information that We collect and how such data is used, please see our Privacy Policy.

You represent and warrant that: (i) You have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information You supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting Your information, You grant us the right to provide the information to these third parties, subject to our Privacy Policy, including the right to share certain Customer Information and/or Personal Information, such as license plate information, to facilitate vehicle registration and parking ticket payments.

For a description of Your rights with respect to Personal Information, please see our Privacy Policy.

We reserve the right to refuse or cancel Your order for toll credits at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in Your order or other reasons.

We reserve the right to refuse or cancel Your order if fraud or an unauthorized or illegal transaction is suspected.

## Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

You are responsible for obtaining the data network access necessary to use the Service. Your mobile network's data and messaging rates and fees may apply if you access or use the Service from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Service and any updates thereto. eToll does not guarantee that the Service, or any portion thereof, will function on any particular hardware or devices. In addition, the Service may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## Payments and Payment Disputes

You remain responsible for any toll payments, toll violations, or payments for any other services. The failure of eToll to collect payment electronically shall not release You of payment responsibility.

In the event that eToll is unable to tender payment to Toll Authorities within a reasonable period of time, Toll Authorities shall have the right to collect the payment directly from You, even if You have tendered payment to eToll.

Any dispute arising from overpayment, underpayment, or multi-payment of tolls resulting from use of the Service must be resolved by eToll and You. Toll Authorities shall not be a party to such a dispute.

## Account Creation

When You create an account with us, You guarantee that You are above the age of 18, and that the information You provide us is accurate, complete, and current at all times.

Inaccurate, incomplete, or obsolete information may result in the immediate termination of Your account on the Service.

You are responsible for maintaining the confidentiality of Your account and password, including but not limited to the restriction of access to Your computer and/or account.

You agree to accept responsibility for any and all activities or actions that occur under Your account and/or password, whether Your password is with our Service or a third party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms & Conditions. If You participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

By creating an account, You agree that eToll may send you informational text messages as part of the normal business operation of Your use of the Service.

## Promotional Codes

eToll may, at eToll sole discretion, create promotional codes that may be redeemed for account credit, other features, or other benefits related to the Service and/or a third party’s services, subject to any additional terms that eToll establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by eToll; (iii) may be disabled by eToll at any time for any reason without liability to eToll; (iv) may only be used pursuant to the specific terms that eToll establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. eToll reserves the right to withhold or to deduct credits, other features, or benefits obtained through the use of Promo Codes by you or any other user in the event that eToll determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

## Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of eToll and its licensors. The Service is protected by patent, copyright, trademark, and other laws of both the United States and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of eToll.

## User Provided Content.

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eToll may, at eToll’s sole discretion, permit You from time to time to submit, upload, publish or otherwise make available to eToll through the Service textual, audio, and/or visual content and information, including commentary and feedback related to the Service, initiation of support requests, and submission of entries for competitions and promotions (“User Content”). Any User Content provided by You remains Your property. However, by providing User Content to eToll, You grant eToll wide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Service and eToll’s business and on third party sites and services), without further notice to or consent from You, and without the requirement of payment to You or any other person or entity.

You represent and warrant that: (i) You either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant eToll’s the license to the User Content as set forth above; and (ii) neither the User Content nor Your submission, uploading, publishing or otherwise making available of such User Content nor eToll’s use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by eToll in its sole discretion, whether or not such material may be protected by law. eTollay, but shall not be obligated to, review, monitor, or remove User Content, at eToll’s sole discretion and at any time and for any reason, without notice to You.

## Links to Other Web Sites

The Service may contain links to third party web sites or services that are not owned or controlled by eToll.

eToll has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that eToll shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third party web sites or services that You visit.

## Termination

We may terminate or suspend Your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If You wish to terminate Your account, You may simply discontinue using the Service. eToll may still maintain Your account data to the extent that it is allowed under eToll’s Privacy Policy.

Further information regarding eToll’s data retention policies and Your right of erasure is set forth in eToll’s Privacy Policy.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## Indemnification

You agree to defend, indemnify and hold harmless eToll’s and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to court costs or attorney's fees), resulting from or arising out of a) Your use or access of the Service, by You or by any person using Your account and password, or b) a breach of these Terms.

You agree to hold harmless all Toll Authorities that have contracted with eToll, Inc. for all claims or losses sustained in relation to eToll’s performance under this Agreement.

These Terms shall not create or otherwise imply a duty on the part of eToll to indemnify You under any circumstance.

## Limitation of Liability

In no event shall eToll, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) Your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of Your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## Disclaimer

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS

PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. eTOLL DISCLAIMS, TO THE FULLEST EXTENT PROVIDED BY LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, INCLUDING ALL OF ITS TERMS, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR COURSE OF PERFORMANCE.

eTOLL ITS SUBSIDIARIES, AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT A) THE SERVICE WILL FUNCTION UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; B) ANY ERRORS OR DEFECTS WILL BE CORRECTED; C) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS.

## Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to You.

## Government Use

If You are part of an agency, department, or other entity of the Government of Ghana, the use, duplication, reproduction, modification, disclosure or transfer of the Service is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Service is a “commercial item”, “commercial computer software” and “commercial computer software documentation”. In accordance with such provisions, any use of the Service by the Government of Ghana by these Terms.

## Export Controls

You acknowledge that the Service may be subject to national rules or to international rules that govern the export of software. You agree to comply with all applicable international and national laws that apply to the Service as well as end-user, end-use and destination restrictions issued by national governments.

## Abuse Report

eToll respects the legal rights of third parties. If You have reason to believe that the Service has infringed upon Your legal rights (including, but not limited to, privacy or intellectual property rights), You may report it at Your earliest convenience by sending email to support@eToll.com.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

These terms are personal to You and may not be assigned, sub-licensed, or otherwise transferred for any reason whatsoever without the consent of eToll.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Service.

## Contact Us

If You have any questions about these Terms, please contact us.

# PRIVACY POLICY

This Privacy Policy tells you:​

• Who we are

• Why we gather information about our customers

• What types of personal information do we gather

• How we learn about you from third parties

• How we use your personal information

• How we use customer information and categories of third party persons or entities with whom we may share customer information

How we keep your personal information secure

• What personal information do we retain and what is your right of erasure

• What are your other rights with respect to your personal information

• How you may review or request changes to your personal information

• About the eToll Privacy Policy and how we will notify you of any material changes in our Privacy Policy

## Who we are:

eToll, Inc. is a corporation headquartered in Kumasi Ghana. eToll collects, uses and is responsible for certain personal information about you. When we do so we are regulated under the laws of the Ghana and we are responsible as controller of that personal information for the purposes of those laws.

## Why we gather information about our customers:

We need to know some personal information about you to facilitate enrollment processing and account maintenance, and to better serve you. We may also need information from you and others to help us verify your identity in order to prevent fraud and ensure security.

## What types of personal information do we gather:

In the course of performing our services we collect the following personal information when you provide it to us: (1) User Account / Profile Information (i.e., First Name, Last Name, Email, and Phone Number); (2) Vehicle Information (i.e., License Plate Number(s) and Vehicle Make, Model, and Color); (3) Vehicle Enrollment Period Information; (4) Payment Method Information; (4) Wallet Transaction Information; (5) Toll Transaction Information (i.e., Transaction Time, Toll Plaza Location, License Plate Number and Vehicle Class);

The provision of the above-described personal data is required from you to enable us to provide our services. When the provision of such data is optional, we will inform you at the point of information collection.

It should be understood that eToll utilizes a payment processor that tokenizes raw credit card numbers on the client side. eToll stores the token, along with card-types, bin, the last four digits, and the cardholder name. eToll does not store raw credit numbers on its platform.

## How we learn about you from third parties:

What we know about you we obtain from you. But we may also have to find out more about you from other sources in order to make sure that what we know about you is correct and complete. Those sources may include the Driver Licensing and Vehicle Authority(DVLA) for the state of your vehicle plate and public records. Some of our sources may give us reports, and they may disclose what they know about you to others.

## How we use your personal information:

eToll collects and uses information to enable reliable and convenient toll payment services. We also use the information we collect:

• for customer support;

• for research and development;

• to provide promotions or contests; and in connection with legal proceedings.

eToll uses the information we collect for customer support to assist you when you contact our customer support services to investigate & address your concerns.

eToll may use the information we collect for research and development for testing, research, analysis and product development. This allows us to improve and enhance our services, and develop new features and products.

to provide promotions or contests.

eToll does not sell or share your personal information to third parties for third party direct marketing purposes.

For each of these uses, we treat what we know about you confidentially. Our employees are told to take care in handling your information. They may get information about you only when there is good reason to do so. We take steps to make our computer databases secure and to safeguard the information we have about you.

How we use and disclose what we know about you and categories of third party persons or entities with whom we may share customer information:

We may use anything we know about you to help us serve you better. We only use it and disclose it to others to the extent legally authorized. We may share your information to the extent legally authorized with third party entities such as law enforcement, government entities, and other toll operators as deemed necessary in order to:

• Help us evaluate your request for a service

• Help us process claims and other transactions

• Confirm or correct what we know about you

• Help us prevent fraud, money laundering, and other crimes by verifying what we know about you

• Help us run our business

• Process data for us

• Perform research for us

• Audit our business

• Help us comply with the law

## How we keep your personal information secure:

eToll has appropriate security measures in place to prevent personal information from being accidentally lost, or used or accessed in an unauthorized way. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorized manner and are subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

## What personal information do we retain and what is your right of erasure:

eToll retains transaction data for up to seven years for reconciliation purposes, future due diligence and potential audits from our partner toll agencies.

For toll transaction records, this include license plates. For wallet transaction records, this includes credit card type and the last four digits of the credit card data.

All other account data is eligible for erasure upon user request.

Account data that is not subject to the seven years retention requirement is not deleted immediately upon user deactivation, so that such data is available for customer service requests that may be received after the account is deactivated.

What are your other rights with respect to your personal information:

In addition to the right of erasure, You have a number of other important rights. In summary, those include Your rights to:

Access to your personal information and to certain other supplementary information that this Privacy Policy is already designed to address

Require us to correct any mistakes in your information which we hold

Object at any time to processing of personal information concerning you for direct marketing

Object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you

Object in certain other situations to our continued processing of your personal information

Otherwise restrict our processing of your personal information in certain circumstances

If you would like to exercise any of those rights, please email us at [support@eToll.com](mailto:support@eToll.com) identifying the right(s) that you wish to exercise and provide us with enough information to contact you, so that we may resolve the issue.

How you may review, change, or request changes to your personal information:

You may review, change, or request changes to your personal information by accessing your eToll account information online or you may email support@eToll.com

About the eToll Privacy Policy and how we will notify you of any material changes in our Privacy Policy:

The eToll Privacy Policy may be accessed on any page of eToll.com website. We reserve the right to modify this Privacy Policy at any time. If we make material changes to this policy, we will notify our customers and users via email, mail or by means of a notice on our website. Please revisit this website for the most recent Privacy Policy.