

## **Guangdong Unitoll Service Terms and Conditions**

Autotoll Limited ("Autotoll") agrees to provide payment services for goods and services in the People's Republic of China to the PRC Service Member and the PRC Service Member accepts such services on the following terms and conditions.

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### **1. Definitions and interpretation**

1.1 In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

- (a) "Agreement" means the agreement between the PRC Service Member and Autotoll for the provision of the Services as set out in these Terms and the Terms as set out in the Application Forms as amended from time to time;
- (b) "Account Holder" means a person who is for the time being a subscriber to the electronic toll collection service of Autotoll and a party to the ETC Agreement;
- (c) "Application Form" means the various forms completed by the PRC Service Member when applying for the Services and the activation of the Unitoll Service Card;
- (d) "Approved Card" means a card issued by a third party approved by Autotoll from time to time for use by the PRC Service Member to obtain the Services;
- (e) "Autotoll-Unitoll Card" means the Autotoll-Unitoll Card issued by Autotoll to the PRC Service Member for use to obtain the Services;
- (f) "Charges" means the charges of Autotoll for its provision of the Services as referred to in clause 5.1;
- (g) "Deposit" means the deposit which Autotoll may request from the PRC Service Member to secure his performance of the Agreement from time to time as referred to in clause 4;
- (h) "ETC Agreement" means the ETC Agreement between the Account Holder and Autotoll for the use of the electronic toll collection services of Autotoll as amended from time to time;
- (i) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
- (j) "Licence" means Autotoll's licence under the Payment Systems and Stored Value Facilities Ordinance (Chapter 584 of the laws of Hong Kong) as amended, consolidated or replaced from time to time or any other licence which is required by Autotoll to carry out the Services under the laws of Hong Kong from time to time;
- (k) "Member's Fund" means the total of (i) the positive balance, if any, of the Prepaid Account of the PRC Service Member from time to time; and (ii) the positive balance of Deposit, if any, of the PRC Service Member from time to time;
- (l) "Minimum Balance" means the minimum balance to be maintained in the Prepaid Account (excluding the Deposit) as published by Autotoll from time to time;

- (m) "On Board Unit" means a device or unit approved by Autotoll from time to time which when used in conjunction with the Unitoll Service Card will enable information on the Unitoll Service Card to be read by PRC Providers equipped with the appropriate equipment without the need to present the Unitoll Service Card physically as supplied and installed either by Autotoll or Unitoll or their respective authorised dealers;
- (n) "PRC Fees" means all tolls, purchase price, service fees, and other fees, taxes, duties and other sums of whatever nature payable by the PRC Service Member for or in relation to the PRC Goods and Services;
- (o) "PRC Goods and Services" means the passage through roads, lanes, bridges, tunnels in the PRC and other services provided in the PRC and goods purchased in the PRC which can be paid by using the Unitoll Service Card as published by Autotoll from time to time; and
- (p) "PRC Providers" means the proprietors or operators, suppliers and/or provider of the PRC Goods and Services and a "PRC Provider" means any one of them;
- (q) "PRC Service Member" means the person whose application for the Services has been accepted;
- (r) "PRC" means the People's Republic of China;
- (s) "Prepaid Account" means the prepaid account maintained by the PRC Service Member pursuant to clause 6 or in the case where the PRC Member is an Account Holder, the Prepaid Account maintained by the PRC Service Member as Account Holder with Autotoll pursuant to the ETC Agreement;
- (t) "Services" means the services to be provided by Autotoll to the PRC Service Member as set out in clause 2.1;
- (u) "these Terms" means these terms and conditions as amended pursuant to clause 12.1 from time to time;
- (v) "Unitoll" means Guangdong Unitoll Services Inc. which has been authorised by the PRC Providers to collect payment for the goods and/or services provided or supplied by them on their behalf;
- (w) "Unitoll Service Card" means collectively the Autotoll-Unitoll Card or the Approved Card.

1.2 In these Terms, unless the context otherwise requires:

- (a) references to clauses are to clauses of these Terms;
- (b) words denoting one gender shall include all other genders;
- (c) words denoting the singular shall include the plural and vice versa; and
- (d) the word "person" includes an individual, partnership, corporation or unincorporated body and government department.

1.3 In these Terms, reference to an amendment or an amount or information as published by

Autotoll means the amendment or amount or information as published by Autotoll in its website at [www.autotoll.com.hk](http://www.autotoll.com.hk) from time to time.

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## **2. The Services**

2.1 Autotoll hereby agrees to provide the PRC Service Member with the ability to use the Unitoll Service Card to pay for the PRC Fees for the supply of the PRC Goods and Services by the PRC Providers and Autotoll shall deduct such PRC Fees recorded in respect of the Unitoll Service Card by Unitoll from the Prepaid Account and pay such to Unitoll as the party authorised to accept payment of behalf of the PRC Providers.

2.2 Autotoll accepts no responsibility for and shall not be liable to the PRC Service Member for the refusal by Unitoll and/or any PRC Provider to accept the Unitoll Service Card and/or the On Board Unit for the payment of the PRC Fees and no claim by the PRC Service Member against any PRC Provider or Unitoll shall release the PRC Service Member from any of his obligations under the Agreement.

2.3 The PRC Service Member agrees and acknowledges that :-

- (a) Autotoll's obligation is limited to the deduction of the PRC Fees in the manner as set out in clause 2.1 and other fees and charges under or in connection with the Agreement;
- (b) Autotoll is not a party to any contract for the provisions and/or the supply of the PRC Goods and Services and the supply of the PRC Goods and Services shall be subject to the terms and conditions of the contract between the PRC Service Member and the relevant PRC Provider and/or Unitoll;
- (c) any enquiry, complaint against or dispute in connection with the PRC Goods and Services shall be dealt with by the relevant PRC Provider and/or Unitoll and the PRC Service Member can either contact the relevant PRC Provider and/or Unitoll direct or send those enquiry, complaint or dispute to Autotoll to forward to the relevant PRC Provider and/or Unitoll;
- (d) Autotoll has no authority, express or implied, to bind the PRC Providers or Unitoll or to make any representations, warranties or statements on their behalf;
- (e) none of Unitoll or any PRC Provider has any authority, express or implied, to bind Autotoll or to make representations, warranties or statements on Autotoll's behalf; and
- (f) Autotoll is not responsible for any aspect of the PRC Goods and Services of the PRC Provider, including but not limited to their condition, suitability, quality, fitness or safety, or for the services of Unitoll.

2.4 The PRC Service Member hereby undertakes to use the Unitoll Service Card only for legal purposes in all relevant jurisdictions.

2.5 The commencement of the Services shall be subject to any activation procedure which Autotoll may publish from time to time.

2.6 The PRC Service Member understands that the use of the Unitoll Service Card and the On Board Unit for payment or the provision of the Services Autotoll may not be available or may be interrupted due to network coverage, network failures or system enhancements or upgrades. The PRC Service Member agrees that Autotoll is not liable to the PRC Service Member for such non availability or interruption.

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### **3. The Unitoll Service Card**

3.1 Autotoll shall issue the PRC Service Member with the Autotoll-Unitoll Card or activate the Approved Card issued to the PRC Service Member as the Unitoll Service Card.

3.2 Subject to clause 3.9, the Unitoll Service Card shall be produced for the purpose of recording and payment of PRC Fees at the premises of Unitoll and/or the PRC Providers.

3.3 In the event the Unitoll Service Card is an Autotoll-Unitoll Card:-

- (a) such Autotoll-Unitoll Card remains the property of Autotoll and Autotoll retains the right to recover it from the PRC Service Member for whatever purpose upon notice; and
- (b) the PRC Service Member shall not tamper with the Autotoll-Unitoll Card (including but not limited to the software and the data recorded on the Autotoll-Unitoll Card) in any way and the PRC Service Member acknowledges that he may be criminally liable for tampering with the data on the Autotoll-Unitoll Card.

3.4 The Unitoll Service Card is non-transferable and shall only be used by the PRC Service Member personally provided that the PRC Service Member is responsible for all PRC Fees incurred using the Unitoll Service Card and all fees and charges payable under or in connection with the Agreement whether the Unitoll Service Card was used by the PRC Service Member or other person or persons with or without his consent or knowledge.

3.5 The PRC Service Member shall report the loss of the Unitoll Service Card immediately:-

- (a) to Autotoll by calling Autotoll's 24-hour report loss hotline or as notified to the PRC Service Member from time to time in accordance with such procedures as published by Autotoll

from time to time and Autotoll shall acknowledge such report to the PRC Service Member once all the details have been received; and

(b) to the police; and

(c) in the event the Unitoll Service Card is an Approved Card, to the issuer of the Approved Card where applicable.

3.6 In the event of any malfunction of the Autotoll-Unitoll Card or the Approved Card in relation to its use to obtain the Services, the PRC Service Member shall report the malfunction immediately to Autotoll by calling Autotoll's customer service hotline in accordance with such procedures as published by Autotoll from time to time. Autotoll shall acknowledge its receipt of such report as soon as practical after its receipt of the same. The PRC Service Member shall upon request either return the Autotoll-Unitoll Card to Autotoll or the Approved Card to its Issuer. The PRC Service Member shall report any malfunction of the Approved Card not related to the Services direct to its issuer.

3.7 All PRC Fees incurred using the Unitoll Service Card which has been lost, stolen or which is malfunctioned shall continue to be deducted from the Prepaid Account and shall be borne by the PRC Service Member until the report of such loss or theft or malfunction with the necessary details has been received by Autotoll and acknowledged to the PRC Service Member in accordance with clauses 3.5 or 3.6 as appropriate and a period from such acknowledgement as published by Autotoll from time to time has expired.

3.8 Upon receipt of the report of the loss or theft or malfunction of the Unitoll Service Card:-

(a) in the event the Unitoll Service Card is an Autotoll-Unitoll Card, Autotoll shall issue a replacement Autotoll-Unitoll Card to the PRC Service Member upon his payment of the relevant fee Autotoll may publish from time to time;

(b) in the event the Unitoll Service Card is an Approved Card, the PRC Service Member shall liaise with the issuer of the Approved Card for a replacement Approved Card and take any activation procedure which Autotoll may publish from time to time after the replacement card has been issued.

3.9 The Unitoll Service Card may be used in conjunction with an On Board Unit on the following conditions:-

(a) the Unitoll Service Card shall only be used with an On Board Unit installed in a vehicle by either Autotoll or Unitoll or their respective authorised dealers in accordance with the relevant operation instructions; and

(b) the PRC Service Member shall only use the On Board Unit for the appropriate vehicle class (as published or specified by Autotoll from time to time) to which his vehicle belongs.

3.10 The PRC Service Member shall not use the Unitoll Service Card in relation to the Services with any other device or unit except an On Board Unit.

3.11 These Terms shall apply to the use of the Approved Card for the purpose of obtaining the Services only and all other aspects on the Approved Card shall be governed by the contract between the PRC Service Member and the issuer of the Approved Card. Autotoll shall not be liable to the PRC Service Member in relation to the Approved Card in any way other than as expressly set out in the Agreement.

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#### **4. The Deposit**

4.1 Subject to clause 4.2, the PRC Service Member shall pay such Deposit for the purpose of securing the payment of the PRC Fees as Autotoll may publish from time to time and such Deposit shall be paid into the Prepaid Account. Without prejudice to any other right Autotoll may have, Autotoll may use such Deposit to set off any PRC Fees payable by the PRC Service Member or such other amount payable by the PRC Service Member to Autotoll.

4.2 Autotoll may publish from time to time method of making payment to the Prepaid Account which will exempt the holder of such Prepaid Account from paying the Deposit. Clause 4.1 shall not apply to a PRC Service Member who has agreed to make payment by such published method.

4.3 If at any time Autotoll requires a Deposit to be paid or the Deposit (if already paid) to be topped up (where the same has been utilised as provided in the Agreement) or increased, the amount of the Deposit, top up or increase, as the case may be, shall be paid by the PRC Service Member into the Prepaid Account upon notification of such requirement.

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#### **5. Charges and Payment**

5.1 In consideration of the provision of the Services by Autotoll, the PRC Service Member shall pay to Autotoll such charges as Autotoll may publish from time to time.

5.2 Without prejudice to the obligation of the PRC Service Member to pay the same, all payments and charges payable to Autotoll under or in connection with the Agreement shall be

deducted from the Prepaid Account and paid to Autotoll without further authority or consent from or reference to the PRC Service Member.

5.3 All payments to be made by the PRC Service Member under the Agreement shall be made without set-off or counterclaim.

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## **6. The Prepaid Account and the Member's Fund**

6.1 This clause 6 shall only apply if the PRC Service Member is not or ceases to be an Account Holder. For so long as the PRC Service Member remains an Account Holder, the provisions of the ETC Agreement on the Prepaid Account and Account Holder's Fund shall apply instead.

6.2 In the event the PRC Service Member is not an Account Holder :-

(a) Autotoll shall open a Prepaid Account for the PRC Service Member in respect of the use of the Services and the PRC Service Member shall pay the following sums into the Prepaid Account:-

- (i) the sum specified in the application form as the initial payment; and
- (ii) the Deposit.

(b) The PRC Service Member shall at all times maintain the Minimum Balance in the Prepaid Account to meet all the payments to be made from the Prepaid Account in accordance with the terms of the Agreement and any other agreements or arrangements entered into by Autotoll and the PRC Service Member.

(c) Unless otherwise specified or allowed by Autotoll, all payments to be made by the PRC Service Member to Autotoll or into the Prepaid Account shall be made either in cash by the PRC Service Member directly to Autotoll or through other accepted payment methods as stated in the Autotoll website.

(d) The balance in the Prepaid Account may be applied at the absolute discretion of Autotoll in or towards payment of any outstanding interest, fees and charges payable under or in connection with the Agreement, all outstanding PRC Fees and all other payments or charges outstanding from the PRC Service Member to Autotoll in such manner and priority as Autotoll may determine.

(e) If the balance in the Prepaid Account (excluding the Deposit) is insufficient to meet deduction of any sum due from the PRC Service Member to Autotoll, Autotoll may (but shall not be obliged to) nevertheless deduct the relevant sum or any part thereof at its absolute discretion from the Prepaid Account provided that Autotoll shall not be liable to the PRC Service Member in the event Autotoll decides not to make such deduction.

(f) Without prejudice to any other rights of Autotoll under the Agreement, if the balance in the Prepaid Account (without taking into account the Deposit) shall be a negative balance, the PRC Service Member shall pay to Autotoll:-

(i) a monthly administration charge of such amount as Autotoll may publish from time to time for each month or part thereof in which such negative balance shall continue; and

(ii) if so determined by Autotoll, interest on such negative balance calculated on a daily basis at such rate as may be published by Autotoll from time to time.

(g) The PRC Service Member hereby agrees and acknowledges that no interest will be paid or payable by Autotoll on the sums in the Prepaid Account, including the Deposit.

(h) In the event that a credit card authorisation given by the PRC Service Member in favour of Autotoll is rejected, the PRC Service Member shall pay a handling charge as published by Autotoll from time to time to Autotoll.

(i) In addition to any general right of set-off or other rights conferred by law or under any other agreement, Autotoll may without notice combine or consolidate the outstanding balance in the Prepaid Account with any other account that the PRC Service Member maintains with Autotoll and set-off or transfer any positive balance in the Prepaid Account or such other account in or towards satisfaction of the PRC Service Member's liability to Autotoll whether under the Agreement or otherwise.

6.3 In the event that the PRC Service Member is not an Account Holder, Autotoll shall hold the Member's Fund on trust for the PRC Service Member on the terms and conditions as set out in this clause :-

(a) Autotoll shall as and when such entitlement arises, pay out of the Member's Fund to itself beneficially sums to which it is entitled from time to time under the Agreement, to be used by Autotoll in accordance with the instructions from the PRC Service Member and the Agreement.

(b) Autotoll shall place the Member's Fund in a segregated bank account with a licensed bank in Hong Kong selected by Autotoll from time to time.

(c) Autotoll shall be entitled to invest the Member's Fund but only in accordance with any relevant regulatory requirements as directed by the Hong Kong Monetary Authority from time to time.

(d) Autotoll's role as trustee of the Member's Fund shall be without prejudice to:-

(i) the right of Autotoll to charge and receive payment and/or make deduction in the manner as set out in the Agreement and shall not be required to account to the PRC Service Member for those receipts; and

(ii) the right of Autotoll as referred to in clause 6.2(i);

(e) Notwithstanding the holding of the Member's Fund by Autotoll as trustee:-

(i) Autotoll shall not be obliged to deal with the Member's Fund in any manner as directed by the PRC Service Member prior to its return to the PRC Service Member;

- (ii) Autotoll shall not be required to provide any account of the Member's Fund to the PRC Service Member other than the monthly statements as referred to in clause 7;
  - (iii) Autotoll shall be entitled to the income generated by the Member's Fund and/or assets representing the same from time to time and shall not be required to account to the PRC Service Member for any such income;
  - (iv) Autotoll may at its sole discretion appoint agents, nominees and custodians in respect of the management of the Member's Fund; and
  - (v) the PRC Service Member shall have no right to direct the retirement of Autotoll as trustee of the Member's Fund or the substitution or appointment of any other trustee in respect of the Member's Fund.
  - (f) The statutory duty of care on the part of a trustee as set out in the Trustee Ordinance (Chapter 29 of the laws of Hong Kong) shall not apply to Autotoll in respect of the Member's Fund.
  - (g) Autotoll shall return the Member's Fund to the PRC Service Member after the deduction of all amounts deductible therefrom pursuant to the Agreement pursuant to clause 10.8:-
    - (i) upon the termination of the Agreement;
    - (ii) when Autotoll is unable to meet its obligations in respect of the its business under Section 8R of the Payment Systems and Stored Value Facilities Ordinance (Cap. 584);
    - (iii) upon the dissolution of Autotoll;
    - (iv) upon the cessation by Autotoll of its business of providing the Services;
    - (v) upon the revocation or non-renewal of the Licence.
  - (h) Autotoll's obligations as a trustee owe to the PRC Service Member will be fully discharged upon return of the Member's Fund to the PRC Service Member.
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## **7. Statements**

7.1 Subject to registration and clause 7.3, Autotoll shall supply through its website to the PRC Service Member a monthly statement setting out the PRC Fees deducted pursuant to the Agreement and other fees and charges payable under or in connection with the Agreement in the relevant month and the balance in the Prepaid Account at the end of such month. Autotoll shall supply hard copy of such monthly statement upon request and payment of the applicable service fee as published by Autotoll from time to time.

7.2 The information relating to the Agreement in a statement supplied pursuant to clause 7.1 shall be deemed to be correct unless any inaccuracy is reported by the PRC Service Member to Autotoll within 30 days from the closing date of such statement.

7.3 In the case of a PRC Service Member who is also an Account Holder, the statement referred to in this clause 7 shall be combined with his statements under the ETC Agreement.

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## **8. Payment of PRC Fees**

8.1 Without prejudice to any other provisions of the Agreement, the PRC Service Member hereby irrevocably authorises Autotoll to deduct the relevant PRC Fees as recorded in respect of the Unitoll Service Card from the Prepaid Account and pay such to Unitoll as the authorised person to collect the PRC Fees for the relevant PRC Provider without notice or reference to or further authority or consent from the PRC Service Member.

8.2 Notwithstanding clauses 2.1 and 8.1, in the event an amount less than the amount payable to the PRC Provider is recorded in respect of the Unitoll Service Card and/or deducted from the Prepaid Account for whatever reason, without prejudice to the PRC Service Member's obligation to pay the shortfall, Autotoll shall be entitled to deduct the shortfall from the Prepaid Account in accordance with clause 8.1.

8.3 The PRC Service Member hereby agrees that the PRC Fees and fees and charges deducted from the Prepaid Account pursuant to the Agreement shall not be refunded to the Prepaid Account or repaid by Autotoll without the consent of Autotoll and the relevant PRC Provider and/or Unitoll notwithstanding any dispute between the PRC Service Member and any PRC Provider or Unitoll except where deduction is made as a result of errors on the part of Autotoll in which case the remedy of the PRC Service Member shall be limited to the refund of the relevant amount.

8.4 All payments from the Prepaid Account shall be in Hong Kong Dollars and if the PRC Fees are not in Hong Kong Dollars, such shall be exchanged from their original currency to Hong Kong Dollars at the exchange rate set by Autotoll from time to time based on the relevant exchange rate of Autotoll's banks.

8.5 In the event the PRC Service Member is also an Account Holder, the PRC Service Member hereby agrees that the Agreement is a Related Agreement as referred to in the ETC Agreement under which deduction can be made from the Prepaid Account under the provisions of the ETC Agreement.

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## **9. Indemnity**

Without prejudice to any other indemnity from the PRC Service Member to Autotoll under any other agreement, the PRC Service Member shall keep Autotoll indemnified and shall hold Autotoll harmless at all times from and against any and all damages, loss, costs, expenses, liability or claims arising from or as a result of:-

9.1 the use of the Unitoll Service Card by the PRC Service Member or any other person or persons with or without his authorisation or knowledge;

9.2 the use or purchase of the PRC Goods and Services by the PRC Service Member; and

9.3 any breach of any provision of the Agreement on the part of the PRC Service Member including without limitation any misuse of the Unitoll Service Card.

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## **10. Termination of the Agreement**

10.1 Autotoll may terminate the Agreement at any time by written notice to the PRC Service Member without assigning any reason therefor and without incurring any liability to the PRC Service Member.

10.2 Without prejudice to clauses 10.1 and 10.3, the Agreement will terminate automatically without prior notice to the Account Holder in the event the Licence is revoked or is not renewed.

10.3 The PRC Service Member may terminate the Agreement at any time by written notice to Autotoll.

10.4 Upon termination of the Agreement for whatever reason:-

(a) the PRC Service Member shall cease using the Unitoll Service Card to obtain the Services; and

(b) in the event the Unitoll Service Card is an Autotoll-Unitoll Card, the PRC Service Member shall return the Autotoll-Unitoll Card at his own cost to Autotoll by hand or by such other method as Autotoll may publish from time to time failing which a service fee as Autotoll may publish from time to time for lost Autotoll-Unitoll Card shall be payable by the PRC Service Member to Autotoll.

10.5 Notwithstanding termination of the Agreement, the PRC Service Member shall still be liable to pay all PRC Fees incurred using the Unitoll Service Card prior to the return or cancellation of the Autotoll-Unitoll Card and all fees and charges payable under or in connection with the Agreement and Autotoll shall be entitled to deduct such from the Prepaid Account.

10.6 Termination of the Agreement shall be without prejudice to clauses 9 and 10 and other provisions which due to their nature shall survive termination and such shall continue to have effect after termination.

10.7 Termination of the Agreement shall be without prejudice to the continuation of any other agreement Autotoll may have with the PRC Service Member, including but not limited to the ETC Agreement, if relevant, which will continue to have full force and effect thereafter unless such other agreement so provided.

10.8 Upon termination of the Agreement, unless the PRC Service Member shall remain an Account Holder after termination:-

- (a) the PRC Service Member shall upon demand pay the outstanding balance, if any, on the Prepaid Account after taken into account all outstanding PRC Fees and all amounts, fees and charges payable by the PRC Service Member to Autotoll under or in connection with the Agreement, or any other agreements or arrangements with Autotoll; and
- (b) Autotoll shall where applicable refund the Member's Fund, if any, without interest after making all deduction under the Agreement 60 days after the date of termination.

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## **11. Notice**

11.1 Unless otherwise specified in these Terms, any notice or document from Autotoll to the PRC Service Member pursuant to the Agreement shall be sent in any of the methods set out below at the option of Autotoll:

- (a) prepaid post to the address of the PRC Service Member which shall be deemed to have been received by the PRC Service Member two days after the date of posting;
- (b) facsimile transmission to the facsimile number of the Account Holder which shall be deemed to have been received by the PRC Service Member upon dispatch; or
- (c) email to the email address of the PRC Service Member which shall be deemed to have been received by the Account Holder upon dispatch and the Account Holder accepts the security risk associated with communication by email.

(d) SMS or other text or electronic message to the telephone number of the PRC Service Member which shall be deemed to have been received by the Account Holder upon dispatch and the Account Holder accepts the security risk associated with communication by text or electronic message.

11.2 The address, the facsimile number, the email address and the telephone number as referred to in clause 11.1 shall be the address, the facsimile number, the email and the telephone number as provided by the PRC Service Member to Autotoll in the Application Forms for this purpose as updated in the manner as published by Autotoll from time to time. The PRC Service Member shall notify Autotoll in the manner published by Autotoll in the event there is any change in the address, the facsimile number, the email address or the telephone number previously provided to Autotoll and such notice of change shall take effect when it is actually received by Autotoll.

11.3 The PRC Service Member hereby agrees that the notice or document sent to the address, the facsimile number, the email address or the telephone number referred to in clause 11.2 shall be deemed to be received pursuant to clause 11.1 and any subsequent return of such notice or document shall not affect the validity of such notice.

11.4 Any notice from the PRC Service Member to Autotoll may be sent by fax, email, post or personal delivery to the fax number, email address or address for this purpose as published in its website from time to time and all notices to Autotoll shall be considered as received upon its actual receipt by Autotoll.

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## **12. Miscellaneous**

12.1 Autotoll may from time to time:-

- (a) amend these Terms provided that Autotoll shall not amend the trust arrangements of the Member's Fund as set out in clause 6.3 where applicable without the consent of the Account Holder;
- (b) add, replace and reduce the list of PRC Providers;
- (c) amend the scope of the Services;
- (d) determine or change fees or charges payable under or in connection with the Agreement;
- (e) amend the amount of the Minimum Balance;
- (f) require the PRC Service Member to pay a Deposit or vary the amount of the Deposit; or
- (g) prescribe the procedures for activating the Unitoll Service Card and dealing with lost or malfunction Unitoll Service Card and change such prescribed procedures

by publishing such not later than 30 days before the relevant effective date and such shall be binding on the PRC Service Member as from the effective date.

12.2 If any provision of these Terms is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired and such remaining provisions shall remain in full force and effect.

12.3 Any remedy or right expressly set out herein in relation to a breach by the PRC Service Member shall be without prejudice to and in addition to other right or remedy Autotoll has under law or other part of the Agreement or under any other agreement Autotoll has with the PRC Service Member.

12.4 The rights and liabilities of the PRC Service Member under the Agreement cannot be assigned to any other person.

12.5 Autotoll may assign its rights and liabilities under the Agreement to any third party by notice in writing to the PRC Service Member and the PRC Service Member shall sign all reasonable documents to effect such transfer.

12.6 Any waiver by Autotoll of any breach of these Terms shall be effective only in the instance and for the purpose for which it is given and no failure or delay by Autotoll in exercising or enforcing any right under these Terms shall operate as a waiver thereof.

12.7 No right of Autotoll may be waived unless agreed in writing by the General Manager or other authorised person of Autotoll.

12.8 The PRC Service Member shall notify Autotoll promptly in writing of any change in the statements or information provided by the PRC Service Member in the application form for the Services or as otherwise notified to Autotoll or at any time thereafter and the PRC Service Member shall indemnify Autotoll for all losses and damages which Autotoll may suffer as a result of any change.

12.9 In the event of any inconsistency between the Chinese version and the English version of these Terms, the English version shall prevail.

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### **13. Governing Law**

13.1 The Agreement will be governed by and construed in accordance with the laws of Hong Kong. The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

13.2 The Contracts (Rights of Third Parties) Ordinance shall not apply to the Agreement and no person other than Autotoll and the Account Holder shall have any right under the Agreement nor shall the Agreement be enforced by any person other than Autotoll and the Account Holder.