

E-Tolling Account Terms and Conditions

Effective Date: 1 January 2025

These terms replace all previous terms and conditions. Continued use of your Regular Toll Account constitutes agreement to these Terms. Book Now Zambia (a Dot Com Zambia company) reserves the right to amend, vary, or replace these Terms or any portion of them at its discretion.

1. Application for a Regular Toll Account

When applying for a Regular Toll Account, you agree to provide all necessary details, including but not limited to the vehicle's number plate, make, model, and toll classification.

You are responsible for ensuring that:

- The number plate is compliant with all applicable laws.
- The number plate is not obscured or damaged.
- The vehicle is clearly identifiable at all toll plazas.

Upon approval, your Regular Toll Account will be established, and eToll cards will be issued.

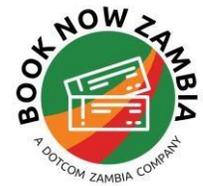
2. Responsibility for Account Security and Card Use

- eToll cards are open-use, meaning any person in possession of the card can use it. The responsibility for securing and properly using the eToll card lies entirely with the account holder.

- The company or individual to whom the eToll card is issued is fully liable for all transactions made using the card, regardless of whether the transactions were authorized or not.

- Book Now Zambia shall not be held liable for any unauthorized use, fraud, or misuse of eToll cards, including but not limited to:

- Cards being used by unauthorized drivers.
- Drivers engaging in fraudulent activities such as reselling toll access.
- Stolen or lost cards being used before being reported.
- If a card is lost or stolen, it must be reported immediately to Book Now Zambia for deactivation. Any transactions made before the report will be the sole responsibility of the account holder.
- Account holders are expected to establish internal policies and monitoring mechanisms to track the proper use of eToll cards.



3. Transaction Processing and Liability

- Each time an eToll card is used, the toll fee is automatically deducted from your Regular Toll Account.
- Book Now Zambia does not verify the identity of the person using the eToll card at a tolling point. It is the responsibility of the account holder to ensure that only authorized persons use the card.
- Any dispute regarding transactions must be raised within 30 days of the transaction date, with documented evidence. After this period, Book Now Zambia is not obligated to review or adjust the charges.
- Any fraudulent activity must be reported to Book Now Zambia along with a criminal complaint filed against the driver or employee involved.

4. Account Top-Ups and Payments

- The Regular Toll Account is prepaid, and all transactions will be deducted from the available balance.
- If the balance falls below the required threshold, the account holder is responsible for ensuring timely top-ups.
- Book Now Zambia reserves the right to suspend or deactivate eToll cards if the account has insufficient funds.

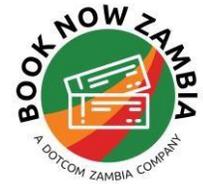
5. Non-Payment, Suspension, and Termination of Accounts

Book Now Zambia may suspend or terminate your Regular Toll Account under the following circumstances:

- Insufficient funds to pay for tolls.
- Misuse or suspected fraudulent activity involving eToll cards.
- Failure to comply with these Terms and Conditions.
- If required to do so by law or a regulatory authority.

If an eToll card is deactivated due to non-payment or misuse:

- The card will be flagged as inactive, and no transactions will be processed.
- Book Now Zambia will notify participating toll roads of the card's deactivation.
- Any tolls incurred while the card is deactivated will be charged upon reactivation, and additional penalties may apply.



6. Fraud Prevention and Enforcement

- Book Now Zambia works closely with Toll Operators and Law Enforcement Agencies to detect, investigate, and prevent fraud.
- Fraudulent use of an eToll card is a criminal offense, and account holders are expected to cooperate in any legal investigations.
- Account holders must implement internal controls to prevent unauthorized use of eToll cards.
- Book Now Zambia reserves the right to permanently disable any eToll card involved in fraudulent activity.

7. Dispute Resolution

- Account holders may raise disputes regarding transactions through our official dispute resolution channels.
- All disputes must be raised within 30 days of the transaction date.
- Failure to file a dispute within the stipulated time will be considered acceptance of the transaction.

8. Limitation of Liability

- Book Now Zambia will not be liable for any financial losses resulting from unauthorized use of eToll cards.
- In no event shall Book Now Zambia be responsible for indirect, consequential, or punitive damages related to toll transactions or account usage.
- The account holder assumes full responsibility for securing and monitoring eToll card usage.

9. Amendments and Governing Law

- Book Now Zambia reserves the right to modify these Terms at its discretion without prior notice.
- These Terms are governed by and construed in accordance with the laws of the Republic of Zambia.

For any concerns regarding eToll fraud, liability, or account management, please contact us immediately.