



# E-PASS APPLICATION FORM

## Generation 3 Tag

### Requirements:

1. Accomplished E-Pass Application Form
2. Signed Contract for E-Pass Services
3. Copy of Vehicle's Certificate of Registration (CR) or Delivery Receipt (DR)
4. Authorization Form, if applicant will register a vehicle which is not under his name, as reflected in the CR or DR

Kindly complete the fields below. Please mark with "X" or "✓" to fill out the appropriate .

### User's Information

Last Name : \_\_\_\_\_  
 First Name : \_\_\_\_\_  
 Middle Name : \_\_\_\_\_

Birth date : MM   DD   YY

Gender : Male  Female

### Contact Information:

Mailing Address: \_\_\_\_\_  
 Mobile#: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
 Office #: \_\_\_\_\_ Fax #: \_\_\_\_\_

### Vehicle Information

Registered Owner/Registrant: \_\_\_\_\_  
 Plate#/Conduction Sticker: \_\_\_\_\_ Year: \_\_\_\_\_  
 Make: \_\_\_\_\_ Model: \_\_\_\_\_

Company Owned  Personal  \_\_\_\_\_ others

I hereby certify that the information provided above is true, correct and complete. I understand that any false, misleading, incorrect or withheld information relative to this application may cause the disapproval thereof or the termination of the E-Pass Services. I hereby authorize the Provider to verify the foregoing information as may be necessary in its approval of this application.

\_\_\_\_\_  
 Signature over Printed Name of Applicant

Date: MM   DD   YY

**E-Pass Tag Number (11-digit# printed on the side of the unit):**

### Important Notice

**Application will not be processed and E-Pass Tag will not be activated if the Applicant has other accounts with unsettled balances with the Provider. E-Pass Tags with disapproved applications shall be reimbursed in full. E-Pass Tags not activated by the User within 30 days from issuance of Official Receipt shall be subject to administrative fees of PHP 150 per month.**



# CONTRACT FOR E-PASS SERVICES

FM-CSD-016, Rev.0

By signing below, in consideration of the privilege to avail of the E-Pass Services, through the use of an E-Pass Tag that is exclusively owned by the provider of the E-Pass Services, Skyway O & M Corporation or its assignee ("Provider"), the Undersigned ("Client") hereby agrees to abide by, and to cause any person who shall avail of the E-Pass Services through the E-Pass Tag issued pursuant hereto ("User") to abide by, this **Contract for E-Pass Services**, including its **Rules and Guidelines** integrally attached hereto, as may be amended by the Provider from time to time ("Contract"). The Provider and the Client shall collectively be referred to as "Parties" and each as a "Party".

1. **Traffic Laws.** The Client shall comply at all times with all traffic laws, rules and regulations applicable within the South Metro Manila Skyway System, the South Luzon Expressway and other tollways where the E-Pass Services are to be provided ("E-Pass Tollways").

2. **Proper Use of Tag.** The Client understands that the Provider has and retains exclusive ownership of the E-Pass Tag at all times, and its issuance of the E-Pass Tag to the Client is not a transfer of ownership thereof.

A. **One Tag, One Vehicle Policy.** The Client shall be authorized to use the E-Pass Tag for only one (1) vehicle, which should be registered with the Provider. During the Term of this Contract (as defined in Section 4 hereof):

- 1) **Transfer of Tag.** The Client may substitute the registered vehicle covered by this Contract with another vehicle of the same vehicle class also owned by the Client for the remaining Term of this Contract, subject to the submission of a duly accomplished **Application for Vehicle Substitution** to the Customer Service Center ("CSC") of the Provider the approval thereof by the Provider, and the subsequent registration of the new vehicle with the CSC.
- 2) **Transfer/Sale of Vehicle.** In case the registered vehicle is transferred (e.g., sale of vehicle) by the Client to another person ("Transferee"), the Client may be allowed to transfer this Contract (with the E-Pass Tag) to the Transferee, subject to the following conditions:
  - a) The Client submits a duly accomplished **Application for Contract Endorsement** and turns over the E-Pass Tag to the CSC;
  - b) The Client settles all outstanding amounts payable to the Provider, including those pertaining to his E-Pass Account under this Contract and other contract(s) for E-Pass services, if any;
  - c) The Transferee presents the original and submits a copy of the documents on the registration of the registered vehicle in his name (e.g., Official Receipt (O.R.) and Certificate of Registration (C.R.) issued by the relevant Land Transportation Office) to the CSC;
  - d) If the Transferee has other contract(s) for E-Pass services, he settles all outstanding amounts payable to the Provider under such contract(s); and
  - e) The Provider notifies the Transferee of the approval of the endorsement application, and the Transferee claims the E-Pass Tag from the CSC.

From the date of such approval, all references to the Client in this Contract shall pertain to the Transferee.

B. **Client Responsibility for Tag.** During the Term of this Contract, the Client shall be responsible for the proper use, care, and safe-keeping of the E-Pass Tag. The said responsibility shall include, but shall not be limited to:

- 1) **Turnover of Tag.** Voluntarily turning over the E-Pass Tag to the Provider, through its CSC or authorized outlets, personnel or representatives as may be required by the Provider, such as for check-up, repair, replacement, and marking (e.g., affixing a sticker, etching or the like) by the Provider;
- 2) **Minimum Load Balance.** Depositing sufficient amounts in the E-Pass Account from time to time and maintaining the required minimum balance therein at all times, as stated in the **Rules and Guidelines**, which may be adjusted by the Provider as it shall deem necessary ("**Maintaining Balance**"), to continuously avail of the E-Pass Services;
- 3) **Temporary Discontinuance of Service.** In case the Client intends to temporarily discontinue the E-Pass Services for a period of at least one hundred eighty (180) consecutive calendar days within the Term of this Contract, immediately sending to the Provider a written request to suspend the E-Pass Services and temporarily deactivate the E-Pass Tag at least seven (7) calendar days from the effective date thereof ("**Deactivation Notice**"), as well as written request to reactivate the E-Pass Services at least seven (7) calendar days from the effective date thereof ("**Reactivation Notice**");
- 4) **Lost Tag.** In case of loss of the E-Pass Tag ("**Lost Tag**"), immediately sending a written notice of such loss to the Provider, which shall likewise serve as a notice to permanently deactivate the Lost Tag and pre-terminate this Contract ("**Notice of Lost Tag**"); and
- 5) **Vehicle Modification.** In case the Client intends to permanently modify or regularly load his registered vehicle, which would cause a reclassification thereof to a different vehicle class than that registered with the Provider, sending a **Notice of**

**Vehicle Modification** to the Provider at least seven (7) calendar days prior to the said modification, and surrendering the E-Pass Tag to the Provider for replacement.

The Client understands and agrees that the amounts to be deposited and maintained in the E-Pass Account pursuant to this Contract shall not bear any interest.

The obligation of the Client to properly take care of and safe-keep the E-Pass Tag shall survive the termination of this Contract until the Client has returned the E-Pass Tag to the Provider.

The Client understands, and shall cause all Users to understand, all the terms and conditions of this Contract, and the Client shall be fully responsible for the strict compliance of all Users therewith, as well as for the full settlement of all charges, fees and penalties relative to the E-Pass Services.

3. **Proper Mounting of Tag.** As prescribed in this Contract and the materials in the E-Pass Tag kit, the E-Pass Tag should always be properly mounted inside the registered vehicle using the official clip/sticker on the windshield area of the registered vehicle. The E-Pass Tag may not be transferred to any other vehicle, except as provided in Section 2.A hereof. The Client shall strictly observe the mounting instructions for the E-Pass Tag as stated in the **Rules and Guidelines**, as improper mounting may cause the pre-termination of this Contract pursuant to Section 4.2 hereof.

4. **Term and Termination.** This Contract shall take effect from the start of the Contract Period until the end thereof, as indicated below ("**Term**"), unless automatically terminated by the Provider as follows:

- 1) If the E-Pass Tag becomes damaged beyond repair due to causes not attributable to the Provider;
- 2) If the E-Pass Tag is not properly mounted on the registered vehicle;
- 3) If the E-Pass Tag does not function and/or E-Pass Services are not rendered to the satisfaction of the Client;
- 4) If the E-Pass Tag is not properly used, cared for and/or kept safe, as stated in this Contract;
- 5) If the Client fails to maintain the Maintaining Balance for at least one hundred eighty (180) consecutive calendar days within the Term of this Contract;
- 6) If the Client fails to use the E-Pass Tag for at least one hundred eighty (180) consecutive calendar days within the Term of this Contract without a Deactivation Notice submitted by the Client to the Provider ("**Dormant Tag**");
- 7) Upon receipt by the Provider of a Notice of Lost Tag from the Client, which must be received within the Term of this Contract;
- 8) Upon receipt by the Provider of a written **Pre-Termination Notice** of this Contract from the Client, at least seven (7) calendar days from the effective date thereof; or
- 9) If the Client fails to timely send a **Notice of Vehicle Modification** to the Provider in case of modification of his registered vehicle, as provided in Section 2.B.5 hereof.
- 10) If the Client provides any false, misleading or incorrect information, or withholds any pertinent information, relative to his application and availment of E-Pass Services.

Notwithstanding the termination of this Contract, the obligation of the Client to settle all outstanding amounts that are due to the Provider shall subsist, which should be settled within fifteen (15) calendar days from termination of this Contract. Otherwise, the Client shall be liable to pay an additional two percent (2%) interest per month on all outstanding amounts that are due to the Provider until the full settlement thereof.

5. **Return of Tag.** Upon termination of this Contract, whether in accordance with herein Section 4 (except Section 4.7) or due to the lapse of the Term, or for any other reason whatsoever, the Client shall immediately return the E-Pass Tag to the Provider as well as any other items that may have been provided to the Client by the Provider pursuant to this Contract within thirty (30) calendar days from the termination date. Otherwise, the Client shall be liable to pay the Provider the amount of Two Thousand Philippine Pesos (Php2,000.00) to compensate the Provider for the non-return of the E-Pass Tag.

6. **Deactivation of Tag.**

A. The E-Pass Tag shall be temporarily deactivated and the corresponding E-Pass Account shall be suspended by the Provider under any of the following circumstances:

- 1) Failure of the Client to maintain the Maintaining Balance; or
- 2) Receipt by the Provider of a Deactivation Notice from the Client.

<sup>1</sup> "E-Pass Services" generally refers to the services rendered to the Client by the Provider, through its CSC, authorized outlets, personnel and representatives, allowing the Client to electronically pay toll for the use of the E-Pass Tollways through the Electronic Toll Collection System using an E-Pass Tag owned and issued by the Provider, including the management of the Client's E-Pass Accounts, the maintenance of E-Pass Lanes, and the handling of E-Pass queries and requests of the Client.

<sup>2</sup> "E-Pass Tag" refers to the interior transponder or electronic device owned and issued by the Provider to the Client for his exclusive use to avail of the E-Pass Services.

<sup>3</sup> "E-Pass Account" refers to the account of the Client established and maintained with the Provider, identified through the E-Pass Tag number and relevant information on the registered vehicle, which contains the record of usage of E-Pass Services by the Client, and the amounts deposited and maintained by the Client to avail of the same.

- B. To reactivate the E-Pass Tag and the E-Pass Account, the Client shall do the following, as applicable:
- 1) Replenish the E-Pass Account to at least meet the Maintaining Balance within one hundred eighty (180) consecutive calendar days from temporary deactivation; otherwise, this Contract shall be terminated by the Provider pursuant to Section 4.5 hereof; and/or
  - 2) Send a Reactivation Notice to the Provider.

The Client shall also be required to settle all amounts due to the Provider under this Contract as a prerequisite to reactivation.

The period of temporary deactivation of the E-Pass Tag, from the effective date stated in the Deactivation Notice until the effective date stated in the Reactivation Notice (or such other period as may be determined by the Provider, if the Client has failed to comply with any or both of the prescribed notice periods or for any other reason), shall not cause any extension of the Term of this Contract.

In case of a Dormant Tag, in addition to the deactivation of the E-Pass Tag, as penalty for failure of the Client to comply with his obligation to send the required Deactivation Notice under Section 2.B.3 hereof, any remaining balance in the E-Pass Account shall be non-refundable.

7. Settlement of Multiple Contracts. If the Client has:
- 1) More than one (1) Contract for E-Pass Services;
  - 2) At least one (1) of his E-Pass Accounts has a negative balance due to unpaid toll and other charges, fees and penalties (“**Delinquent Account**”); and
  - 3) At least one (1) of his E-Pass Accounts has a balance above the Maintaining Balance (“**Regular Account**”);

The Client hereby authorizes the Provider to transfer such amount from his Regular Account(s) to his Delinquent Account(s) as may be necessary to settle all his payment obligations under this Contract and his other contract(s) for E-Pass Services. The foregoing authorization shall not relieve the Client of his obligation to maintain the Maintaining Balance in all his E-Pass Accounts pursuant to Section 2.B.3 hereof and of his other contract(s) for E-Pass Services.

8. Prohibited Use of E-Pass Lane. The designated E-Pass Lanes in the Toll Plazas of the E-Pass Tollways shall only be used by the Client/User if the Client has sufficient balance in his E-Pass Account and his E-Pass Tag is not a “**Defective Tag**”, which is when an E-Pass Tag malfunctions for any reason whatsoever (such as improper use, case and safekeeping, manufacturing defect or depletion of battery). If the Client has insufficient balance in his E-Pass Account, and/or the E-Pass Tag is a Defective Tag, the Client/User shall obtain an Entry Toll Card from, and pay the corresponding toll in cash to, the Cash or Mixed Lanes of the appropriate Toll Plaza. The consequences of non-compliance with the foregoing are as follows:

- 1) The Client/User shall be liable to pay the following:
  - a) A toll applicable to that distance traveled from the farthest Entry Toll Plaza to the actual Exit Toll Plaza; and
  - b) A fixed penalty for not presenting an Entry Card (as applicable), in the amount prescribed in the **Rules and Guidelines** which may be adjusted by the Provider from time to time.
- 2) The Client/User may be deemed to have violated traffic laws, rules and regulations applicable to the E-Pass Tollways, and may be issued a Traffic Violation Ticket for Disregarding Traffic Signs (DTS) therein, by using the exclusive E-Pass Lane when not qualified to do so.

9. Repair, Replacement, Turnover or Return of Tag. If for any reason, the Provider has a reason to believe that:
- 1) The E-Pass Tag is a Defective Tag, the Client/User shall voluntarily and immediately turnover the Defective Tag to the Provider for check-up. Upon receipt of the Defective Tag from the Client/User, the Provider shall issue an **Acknowledgment Receipt (AR)** to the Client/User for the latter’s presentation when claiming the repaired or replacement E-Pass Tag.
  - 2) The E-Pass Tag:
    - a) Has been permanently deactivated pursuant to Section 4 or the expiration of the Term of this Contract;
    - b) Was used or is being used on another vehicle not registered under this Contract; or
    - c) Was used or is being used on a registered vehicle which has been modified or loaded as provided in Section 2.B.5, without prior **Notice of Vehicle Modification** to the Provider;

Then, upon demand by the Provider, the Client/User shall voluntarily and immediately return the E-Pass Tag; otherwise, the Client understands and agrees that the Provider may take such actions as may be necessary to retrieve the same.

10. Limitation of Liability. The Client shall indemnify and hold the Provider, 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 Contract, including but not limited to those caused by any of the following:

- 1) Any delay, interruption, stoppage or error in delivery of the E-Pass Services caused by administrative, technical, mechanical, electronic, electrical, computer error or fault, or any other reason or circumstance attributable to the improper use, care and/or safekeeping of the E-Pass Tag by the Client/User, and/or beyond the control of the Provider, its employees, contractors and representatives, including but not limited to such causes as government action, change in legislation, force majeure, interference or damage by third parties;
- 2) Unauthorized use of the E-Pass Tag after it was lost, without any Notice of Lost Tag submitted by the Client to the Provider; or
- 3) Any circumstance contemplated under Section 4 hereof.

11. Complaints. The Client agrees that the Provider shall only address questions or complaints with respect to an E-Pass transaction within sixty (60) calendar days from the date of such transaction. The Client hereby confirms that all E-Pass transactions that are not brought to the attention of the Provider by the Client within the said sixty (60) day period shall be considered by the Parties to be in

good order. The Client also agrees that the Provider may cause any necessary adjustment to the SOA, and that in case of such adjustment, the 60-day period shall commence from the date of receipt by the Client of a written notice of such adjustment from the Provider.

12. E-Pass Statement of Account. The Client shall inform the Provider of his preferred mode of obtaining a copy of his monthly E-Pass Statement of Account (E-Pass SOA) among the available modes of delivery stated in the **Rules and Guidelines**.

13. Amendments. The Client agrees that the Provider reserves the right to amend or modify this Contract from time to time as the Provider shall deem necessary and/or expedient in relation to its provision of the E-Pass Services, by posting the corresponding notice of such amendment or modification at the Toll Plazas, the CSC, the offices of the Provider, and the official website of the Provider, as well as and by variable messaging services. The Client shall be responsible for monitoring such notices, and agrees to be bound by the amended or modified terms and conditions of Contract as posted in such notices.

14. Severability and Waiver. Any invalidity in any of the provisions of this Contract shall not affect the validity and enforceability of the remaining provisions. No waiver by the Provider of any violation of this Contract by the Client shall be deemed as a waiver of any other or subsequent violations.

15. Assignment. The Provider shall be entitled to assign its rights and interests, and to transfer its obligations and liabilities, under this Contract in whole or in part to any third party without the consent of, but upon written notice to, the Client. The Client shall not assign any of his rights and interests, or transfer any of his obligations and liabilities, under this Contract in whole or in part to any third party without the prior written consent of the Provider.

16. Registered Vehicle. The Client hereby designates the vehicle described below, which he will exclusively use to avail of the E-Pass

REGISTERED OWNER	LICENSE PLATE NO.	MAKE	MODEL	YEAR	COLOR

In the event that the registered owner of the above vehicle is not the Client:

- 1) The Client shall submit a duly accomplished **Authorization Form** or any documentary proof acceptable to the Provider that he has been duly authorized by the registered owner of the above vehicle to use the same throughout the Term of this Contract; and
- 2) The Client shall represent and warrant to the Provider that he and the registered owner of the above vehicle shall be jointly and severally liable to the Provider for his and/or any User’s breach of any provision of this Contract.

IN WITNESS WHEREOF, this Contract was executed on \_\_\_\_\_ 20\_\_.

CLIENT:

PROVIDER:

Printed Name and Signature of Client

Printed Name and Signature of the Provider’s Authorized Representative

INFORMATION BELOW TO BE FILLED UP BY THE PROVIDER:

**Contract Period:** From : MM   DD   YYYY

To : MM   DD   YYYY

(Period not to exceed three (3) years)

10-digit E-pass Serial Number

Vehicle Class

CHECKLIST OF DOCUMENTARY REQUIREMENTS:

- |                                                                                                                                                                                  |                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Accomplished E-Pass Application Form                                                                                                                    | If Previous Client:                                                |
| <input type="checkbox"/> Photocopy of Vehicle’s O.R. and C.R.                                                                                                                    | <input type="checkbox"/> No outstanding amount due to the Provider |
| <input type="checkbox"/> Accomplished Authorization Form (For Applicants who will register a vehicle which is not registered in his name, as reflected in the O.R. and the C.R.) | <input type="checkbox"/> Returned E-Pass Tag                       |



# AUTHORIZATION FORM

This is to authorize the Client to use the vehicle described below, which is registered in my name, as well as to register the said vehicle with Skyway O & M Corporation or its assignee (the "Provider") to enable the Client to avail of the E-Pass Services of the Provider for his use of the said vehicle. This Authorization is made in relation to the Contract for E-Pass Services between the Client and the Provider ("Contract"), and shall take effect upon the approval thereof by the Provider until the termination of the Contract, unless the Provider receives a prior written notice of withdrawal of this Authorization. The Client and the registered owner of the vehicle to be used by the Client to avail of the E-Pass Services shall be jointly and severally liable to the Provider for the Client and/or any User's breach of any provision of the Contract.

### Vehicle's Registered Owner

Printed Name : \_\_\_\_\_  
Contact No(s) : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Vehicle Information

Registered Owner : \_\_\_\_\_  
Plate No. : \_\_\_\_\_  
Make : \_\_\_\_\_  
Model : \_\_\_\_\_  
Color : \_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Signature of the Registered Owner**

Date Filed: MM  DD  YYYY

### Client

E-Pass Account Name : \_\_\_\_\_  
Contact No(s) : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Conforme:

\_\_\_\_\_  
**Printed Name and Signature of Client**

Date Filed: MM  DD  YYYY

### INFORMATION BELOW TO BE FILLED-UP BY CUSTOMER SERVICE CENTER ("CSC")

Date Received : MM  DD  YYYY

Date Activated : MM  DD  YYYY

\_\_\_\_\_  
**Printed Name and Signature of CSC's Authorized Representative**

### Contact Information:

**Office Address** : Capstone Technologies, Inc.  
Skyway Building, Doña Soledad Avenue  
Better Living Subdivision, 1700 Parañaque City  
**E-Mail Address:** : [customercare@epass.com.ph](mailto:customercare@epass.com.ph)  
**CSC Hotline** : (02) 888-8787

### Customer Care Business Hours:

Mondays to Fridays 8:00 a.m. to 8:00 p.m.  
Saturdays 9:00 a.m. to 5:00 p.m.