

Valid as of 25/05/2018

The Toll Administrator issues the following **General Terms and Conditions** (also referred to as "**Terms and Conditions 1**").

**Article I.**

**General Provisions**

**Chapter I.1**

**Basic provisions and subject matter of Terms and Conditions 1**

1. Národná diaľničná spoločnosť, a.s., registered office Dúbravská cesta 14, 841 04 Bratislava, Slovak Republic, Company ID No.: 35 919 001, Tax ID No.: 2021937775, VAT ID No.: SK2021937775, recorded in the Business Register of the District Court Bratislava I in Section: Sa, insert no. 3518/B (hereinafter referred to as the "**Toll Collection Administrator**"), is based on the relevant provisions of Act no. 639/2004 Coll. on the National Motorway Company and on amendment of Act no. 135/1961 Coll. on Roads (Road Act), as amended (as amended by Act No. 747/2004 Coll.), as amended, and provision of Section 12(1) of Act no. 474/2013 Coll. on Toll Collection for the Use of Specified Sections of Roads and on amending and supplementing certain acts as amended, the Toll Collection Administrator, which also fulfils the role of the toll authority pursuant to article 2 (k) of the Decision 2009/750/EC and the relevant provisions of Commission Decision of 6 October 2009 on the definition of the European Electronic Toll Service and its technical elements (2009/750/ES - EU OJ, L 268, 13 October 2009).
2. The Toll Collection Administrator, in particular, in accordance with the relevant provisions of Act no. 474/2013 Coll. on Toll Collection for the Use of Specified Sections of Roads and on amendments to certain laws, as amended (hereinafter referred to as the "**Act**"), Decree No. 475/2013 Coll., which defines sections of motorways, expressways, 1st, 2nd and 3rd class roads, with toll collection as amended (hereinafter referred to as "**Decree**"), Decree No. 476/2013 Coll., which implements certain provisions of the Act on Toll Collection for the Use of Specified Sections of Roads and on amendments to certain laws, as amended (hereinafter referred to as the "**General Decree**"), and Government Regulation no. 497/2013 Coll., which stipulates the method of toll calculation, the toll rate and the system of discounts from the toll rates for use of defined road sections, as amended (hereinafter referred to as "**Regulation**") - Act and Decree and General Decree and Regulation jointly also as "**Applicable Legislation**"), issues these General Terms and Conditions of the Toll Collection Administrator, which regulate the details regarding the rights and obligations of the Toll Collection Administrator, Vehicle Operators, Vehicle Drivers and Vehicle Operators Exempt from Toll for the Use of Specified Road Sections.
3. These Terms and Conditions 1 form an integral part of the Contract on the Use of Specified Road Sections and they have been issued in accordance with the Applicable Legislation.
4. The provision and use of the On-Board Unit are governed by the Act and the separate General Business Terms and Conditions (hereinafter referred to as "**Terms and Conditions 2**") issued by SkyToll, a.s., registered office at Westend Square, Lamačská cesta 3 / A, 841 04 Bratislava, 44 500 734, Tax ID No.: 2022712153, VAT ID No.: SK2022712153, recorded in the Business Register of the District Court Bratislava I in Section: Sa, insert no. 4646/B, which complies with the provisions of Section 12(2) of the Act and the Contract on the Provision of the Complex Service of Electronic Toll Collection of 13 January 2009, concluded between the National Motor Company (Národná diaľničná spoločnosť, a.s.) acting in the legal capacity of the Customer and SkyToll, a.s., acting in the legal capacity of the Provider (hereinafter referred to as the "**Contract**") as the person entrusted by the Toll Collection Administrator for toll collection operation as well as for the conclusion of contracts pursuant to Section 7 and the provision of Section 11(2) of the Act, the development of POSs, distribution points and contact points according to Section 12(3) of the Act, including toll collection enforcement (hereinafter referred to as the "**System Operator**").
5. Unless the context of these General Terms and Conditions of the Toll Collection Administrator indicates otherwise, in the Terms and Conditions 1:
  - (a) words in singular include also the plural form and words in plural also include the singular form;
  - (b) provisions containing the word "approve", "approval" or "agreement" or words with similar meaning that express approval require the approval and the agreement to be executed in writing;
  - (c) "without undue delay" or "without delay" means within a period no longer than one that is necessary, in the performance with due professional care, which can be fairly required from the data subject with respect to the nature of performance/duties, to fulfil the relevant obligation;
  - (d) "written" or "in writing" means written by hand, machine, printed, or electronically produced and existing in the form of a permanent record.
6. The titles of the individual articles of the Terms and Conditions 1 shall only be for the purpose of transparent orientation and they shall not be used in the interpretation of individual provisions of the Terms and Conditions 1.

**Chapter I.2**

**Definition of basic terms**

The terms listed below, which are used in these Terms and Conditions 1, shall have the following meaning:

- a) **Toll Collection Administrator - the Toll Collection Administrator** is the National Motor Company (Národná diaľničná spoločnosť, a.s.);
- b) **Complex service of electronic toll collection** - is a service provided by the System Operator on the basis of the Act and the Contract (i.e. Contract on the Provision of the Complex Service of Electronic Toll Collection of 13 January 2009, concluded between the Toll Collection Administrator, acting in the legal status of the Customer and the System Operator, in the legal position of the Provider), in accordance with the provisions of Section 2(1) of the Act, electronic toll collection is the payment of the electronically calculated amount according to the vehicle category, the vehicle emission class and the number of axes of the vehicle for the distance travelled on a specified road section based on electronically acquired data. The distance travelled is the distance between two points of a specified road section defined by an implementing regulation. This is without prejudice to the possibility of toll collection for the use of a specified road section in a distance shorter than the distance of the entire specified road section.
- c) **System Operator** - the System Operator is the National Motorway Company, or SkyToll, a.s., as a person appointed by the Toll Collection Administrator for toll collection operation as well as for the conclusion of the contracts pursuant to the provisions of Section 7 and the provisions of Section 11(2) of the Act, the construction of POSs, distribution points and contact points according to Section 12(3) of the Act, including toll collection enforcement;
- d) **Vehicle operator** - pursuant to Section 2(3) of the Act, a Vehicle Operator is a person who, as a vehicle operator, has entered into a contract with the Toll Collection Administrator or the European Electronic Toll Service provider on the use of specified road sections, while if such a contract is not concluded, then the person recorded on the vehicle registration certificate part 1 and 2 as the holder of the certificate or such person recorded in the foreign-registered registration certificate shall be considered the Vehicle Operator.
- e) **Vehicle Driver** - is a driver who is authorized to drive a vehicle of the Vehicle Operator, which he/she demonstrates by presenting a vehicle registration certificate or a vehicle technical certificate or other similar document (hereinafter referred to as the "**vehicle documents**");
- f) **Authorized representative** - an Authorised Representative of the Vehicle Operator is a person authorized to act on behalf of the Vehicle Operator on the basis of a written power of attorney with an officially signed signature of the Principal;
- g) **Vehicle operator exempt from toll** - is the operator of a vehicle pursuant to Section 3 of the Act, and the toll payment obligation does not apply to the use of specified road sections by vehicles of (a) the Ministry of the Interior of the Slovak Republic and the Police Force, (b) the Ministry of Defense of the Slovak Republic, (c) the armed forces or civil units of the sending country for the purpose of performing duties; (d) the armed forces of the Slovak Republic and the North Atlantic Treaty Organization; (e) the rescue units of the Integrated Rescue System, except for legal persons and natural persons whose purpose is to provide assistance in the protection of life, health and property pursuant to the provisions of Section 1(1)(f) of Act No. 129/2002 Coll. on the Integrated Rescue System as amended; (f) of the Toll Collection Administrator; (g) performing maintenance of the specified road sections; (h) used to perform the toll collection enforcement by persons authorized to carry out the toll collection enforcement; (i) the Slovak Information Service; (j) the Prison and Judicial Guards Corps; (k) the Financial Administration, (l) those which constitute mobilization reserves, in fulfillment of tasks pursuant to special regulation am) of the National Bank of Slovakia performing money and other valuables transport, the exemption from toll payment applies to Vehicle Operators pursuant to letter a), c), e) through h) and l) only if these vehicles are registered in the electronic toll collection system pursuant to the provisions of Section 10 of the Act. If the vehicles referred to in c), e) through h) and l) are not registered in the electronic toll collection system pursuant to the provisions of Section 10 of the Act, they shall be subject to the obligation of a Vehicle Operator or a Vehicle Driver pursuant to Section 9 of the Act;
- h) **Authorized body** - is in terms of the relevant provisions of the Act, the Police Corps of the Slovak Republic exercising supervision over the safety and fluency of road traffic;
- i) **Toll** - is in accordance with the provisions of Section 2(2 through 6) of the Act the electronically calculated amount for the use of the specified sections of motorways, expressways, 1st, 2nd and 3rd class roads subject to toll collection on the basis of electronically acquired data according to a vehicle category - tolls may be collected for the use of specified road sections by motor vehicles with a maximum total permissible weight of over 3,500 kg or by vehicle combinations with a maximum permissible weight over 3,500 kg listed in Annex 1 part B, item 2, 3 and 5 of Act No. 725/2004 Coll. on the Conditions of Vehicle Operation in the Road Traffic and on amending and supplementing certain acts as amended, except for motor vehicles of M1 category and except for vehicle combinations formed by a motor vehicle of M1, N1, MIG and N1G categories. For the purposes of the Act, the use of a specified road section also means a special use of a road according to a specific regulation, even if no authorization is required for such special use. Toll can be paid in cash, via wire transfer, payment card or in another way approved by the Toll Collection Administrator, or as agreed with the European Electronic Toll Service provider. Toll, except for the toll collected for the use of specified concession road sections and except for the toll collected for the use of the specified sections of 2nd and 3rd class roads is the income of the National Motorway Company (Národná diaľničná spoločnosť, a.s.). The National Motorway Company shall be obliged to use the toll to perform tasks according to a special regulation. The toll collected for the use of specified concession road sections, reduced by the necessary costs of the National Motorway Company associated with securing its collection is the revenue of the state budget. The revenue of the state budget from tolls collected from concession roads is earmarked to cover the costs of meeting the state's obligations arising from concession contracts relating to concession routes concluded between the state and the concessionaire. Toll collected for the use of specified road sections of 2nd and 3rd class roads reduced by the necessary costs of the National Motorway Company associated with the toll collection, is the revenue of the regional authority. The revenue of the regional authority from tolls is specifically earmarked to cover expenditure and can only be used to cover the costs associated with construction, management, maintenance, reconstruction and repair of the roads owned by it. If the toll collection costs related to the toll collection on 2nd and 3rd class roads are higher than the revenues earned, these costs shall be borne by the regional authority.
- j) **Outstanding toll** - the outstanding toll arises in accordance with the provisions of Section 2(4) of the Act if the toll is, during the use of specified sections of motorways, expressways, 1st, 2nd and 3rd class roads, which are subject to toll payment, calculated or paid at a lower amount than that partially pays off the Toll;
- k) **Specified road sections** - are, in accordance with the provisions of Section 35(2)(a) of the Act and the Decree, its annexes not being excluded, the specified sections of motorways, expressways, 1st, 2nd and 3rd class roads subject to toll collection;
- l) **Vehicle subject to toll payment or Vehicle** - a Vehicle subject to payment of tolls, namely a vehicle with a maximum total permissible weight over 3,500 kg or a vehicle combinations with a maximum permissible weight over 3,500 kg listed in Annex 1 part B, item 2, 3 and 5 of Act no. 725/2004 Coll. on the Conditions of Vehicle Operation in the Road Traffic and on amending and supplementing certain acts as amended, except for motor vehicles of M1 category and except for vehicle combinations formed by a motor vehicle of M1, N1, MIG and N1G categories;
- m) **Highest/Maximum Total Permissible Weight or Total Vehicle Weight** - is the maximum permissible total vehicle weight in accordance with the relevant provisions of Act No. 8/2009 Coll. on Road Traffic and on amending and supplementing certain acts, as amended, and with the provisions of Section 4(1) of the Act and, in the case of a vehicle combination, the maximum permissible total weight of a vehicle combination;
- n) **Toll event** - is, in accordance with the Applicable Legislation and the Contract, the occurrence of an event occurring as a result of the passage of a Vehicle on a Specified Road Section or its part, which is recorded by the electronic toll system defined in letters a) through q) of these Terms and Conditions 1;
- o) **Toll transaction** - complies with the Applicable Legislation and the Contract, electronic data record that is formed from the evaluation and processing of one toll event or a combination of multiple toll events. A toll transaction includes, in particular, the date and the time of the toll event, on the basis of which the toll transaction has occurred, the identification of a specified road section, vehicle identification and the amount of the toll;
- p) **Toll rate** - is, in accordance with the provisions of Section 4 of the Act and the Regulation, the toll rate for 1 km of the distance driven on a specified road section for vehicle categories from 3,500 kg to 12,000 kg of the total vehicle weight and 12,000 kg and over of the total vehicle weight and motor vehicles capable of transporting more than 9 persons including the driver from 3,500 kg to 12,000 kg of the total vehicle weight and 12,000 kg and over of the total vehicle weight;
- q) **Electronic toll system** - is a set of means of computer and telecommunication technologies including software equipment and data, which enables collection and recording of, in particular, the calculation of tolls by technical equipment while the vehicle is driving and without stopping the vehicle, reducing the speed or obligation to use a particular lane and without having to set a route in advance and is operated by the System Operator, in accordance with the provisions of Section 1(2) the Electronic Toll System uses one or more of the following technologies: 1. satellite positioning; 2. GSM-GPRS mobile communications; 3. 5.8 GHz microwave technology;
- r) **On-Board Unit** - is, in compliance with the provisions of Section 11 of the Act, electronic technical equipment with the minimum interoperability to perform toll transactions in the electronic toll collection system. An OBU may be associated with the vehicle recording device. Inside the vehicle, only an OBU and OBU accessories may be used that were provided and assigned to the vehicle by the Toll Collection Administrator or a person authorized under Section 12(2) of the Act or by the European Electronic Toll Service provider under the Contract (hereinafter referred to as the "**OBU Provider**"). The OBU is non-transferable. The OBU shall be located, installed and used in the manner prescribed by the Act, Terms and Conditions 2 and Operating Instructions of the On-board Unit (an integral part of an OBU is also its essential accessories to be installed in the Vehicle via a cigarette lighter socket) so that it shall enable to obtain the data necessary to calculate the toll and the enforcement performance. The vehicle technical data must be set in the OBU according to the vehicle registration documents. If the vehicle emission class is not indicated in the vehicle registration documents, the EURO 0 emission class shall be set. If there is a change in the number of axes used by the Vehicle before or during the use of the specified road sections, the Vehicle Operator or the Vehicle Driver shall immediately change the number of axes in the OBU to the actual condition of the Vehicle prior to using the Specified Road Sections. If there is a malfunction or damage to the OBU while driving on the Specified Road Sections, the Vehicle Driver shall be required to park the vehicle at the nearest location enabling safe parking of the Vehicle and report the malfunction or damage of the OBU to the OBU provider through the **Customer Service Line** and then he/she shall continue according to its instructions. If the Vehicle Operator or the Vehicle Driver finds an error in the OBU setting after the end of the journey, he/she shall immediately notify the OBU provider of the data needed to correctly calculate the Toll. The Vehicle Operator or the Vehicle Driver is required to promptly report to the OBU provider theft, loss, destruction, or damage to the OBU that affects its proper functioning while driving on the Specified Road Sections and shall be further required to follow the instructions of the OBU provider. The OBU provider shall file a notice of theft or loss of the OBU in the electronic toll collection system and block the OBU immediately upon receipt of the notice. If the OBU has been used by an unauthorized person following theft or loss, the vehicle operator to which the OBU is assigned shall be obliged to reimburse the tolls in full amount calculated according to the electronic toll system records for the period from the moment of the theft or the loss to the filing the notice of the theft or the loss into the electronic toll collection system.
- s) **Fixed installation of the OBU** - connection of the OBU to the electrical system of the vehicle without using the so-called "cigarette lighter" plug;
- t) **Contract on the Use of Specified Road Sections** - is, in particular in accordance with the provisions of Sections 7 and 8 of the Act, a contract under which the Vehicle Operator is entitled to use the Specified Road Sections, while this contract shall be concluded by a Vehicle Operator with the Toll Collection Administrator or the European Electronic Toll Service provider. The Contract on the Use of the Specified Road Sections includes the General Terms and Conditions and the Pricelist of the Toll Collection Administrator or the European Electronic Toll Collection Service provider. The Toll Collection Administrator or the European Electronic Toll Service provider has the obligation to disclose, on its website, the General Terms and Conditions, the Pricelist, and the list of data and documents to be submitted for the purpose of entering into the Contract on the Use of Specified Road Sections. The essential requirements of the Contract on the Use of Specified Road Sections shall include 1. the company name, the address of the place of business if the vehicle operator is a natural person - entrepreneur; or name, surname, personal ID no. or the date of birth, address of residence, nationality, ID card number or passport number if the vehicle or vehicle combination operator is other natural person, 2. the company or business name and the registered office if the vehicle operator is a legal person; 3. name and surname, date of birth, nationality and home address of the vehicle driver or an authorized representative of the vehicle operator, 4. ID card or passport number of the vehicle driver or his Authorized Representative and the driver's license number of the vehicle driver, 5. ID number of the vehicle operator organisation, if assigned, or the equivalent data corresponding to another country, 6. tax ID number of the vehicle operator (if assigned), 7. registration data of the vehicle operator in the business register or a similar register, if registered in such a register, 8. the vehicle license plate number and the country where the vehicle is registered, 9. vehicle category, total maximum permissible weight of the vehicle, number of axes and vehicle emission class (hereinafter referred to as the "vehicle technical data"), 10. data whether the vehicle is equipped with a device or modification that could prevent proper functioning of the OBU. General Business Terms and Conditions include in particular: 1. the conditions for the conclusion of the contract, the contract amendment and termination, 2. the conditions of supply and use of the OBU, 3. the payment terms, 4. the conditions for securing the liabilities, 5. the claims procedure;
- u) **Contract on the Provision of the On-Board Unit** - is a contract between the System Operator and the Vehicle Operator by which the System Operator undertakes to provide the Vehicle Operator with an OBU and the Vehicle Operator undertakes to use the OBU in accordance with the Applicable Legislation, the Contract on the Provision of the On-Board Unit and provide a deposit for the provided OBU;
- v) **Prepay toll mode** - in accordance with the Applicable Legislation and the Contract, the mode in which you can use the Specified Road Sections after paying a deposit to cover for a Toll payment;
- w) **Postpay toll mode** - in accordance with the Applicable Legislation and the Contract, the mode in which you can use the Specified Road Sections before paying for Toll;
- x) **Customer Service Line** - is a telephone line operated by the System Operator through which it is possible to obtain information regarding the Use of Specified Road Sections and the Toll Collection, to report technical failures, the transport of the OBU, theft, damage and incorrect functioning of the OBU as well as other information regarding the Electronic Toll Collection;
- y) **Contact Point** - is a location that provides customer services and where, among other things, the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Units under the Postpay Mode as well as the Prepay Mode can be concluded;
- z) **Distribution Point** - is a location that provides customer services and where, among other things, the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit under the Prepay Mode can be concluded; At Distribution Points a customer can conclude the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit under the Postpay Mode;
- aa) **Person authorized to exercise enforcement** - in accordance with the provisions of Section 25(1) and (2) of the Act, the enforcement of compliance with the obligations of the Vehicle Operator and the Vehicle Driver under the Act shall be exercised by the persons appointed with carrying out the enforcement in cooperation with the Police Force within the framework of the monitoring over the safety and the flow of road traffic. The persons entrusted with the enforcement include:
  - a) employees of the Toll Collection Administrator;
  - b) employees of the person whom the Toll Collection Administrator has entrusted with performing activities pursuant to Section 12(2) of the Act;
- bb) person entrusted by the Toll Collection Administrator - SkyToll, a.s., registered office at Westend Square, Lamačská cesta 3/a, 841 04 Bratislava, Slovak Republic, company ID no.: 44 500 734, Tax ID No.: 2022712153, VAT ID No.: SK2022712153, recorded in the Business Register of the District Court Bratislava I in Section: Sa, insert no. 4646/B, which complies with the provisions of Section 12(2) of the Act and the Contract on the Provision of the Complex Service of Electronic Toll Collection of 13 January 2009, concluded between the National Motor Company (Národná diaľničná spoločnosť, a.s.) acting in the legal capacity of the Customer and SkyToll, a.s., acting in the legal capacity of the Provider as the person authorised by the Toll Collection Administrator for toll collection operation as well as for the conclusion of contracts pursuant to Section 7 and the provisions of Section 11(2) of the Act, the development of POSs, distribution points and contact points according to Section 12(3) of the Act, including toll collection enforcement;
- cc) **Web Portal** - is a portal (www.emyto.sk) where general information can be obtained, through secure access pages, to obtain information specific to the Vehicle Operator and to complete a registration application, which represents a

- proposal for entering into the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit;
- dd) *Fleet Card* - is a payment card accepted by the Toll Collection Administrator, by means of which it is possible to pay the Toll and/or by means of which the guarantee for Toll can be provided;
  - ee) *Bank Card* - a payment card issued by a financial institution (a debit or credit card) and a means of payment accepted by the Toll Collection Administrator and by which it is possible to pay for the Toll to the Toll Collection Administrator at Contact Points or Distribution Points.
  - ff) *Bank Guarantee* - is, in particular in accordance with the provisions of Section 313 et seq. of Act no. 513/1991 Coll. the Commercial Code, as amended, and the Contract a bank guarantee of liability for the payment of the obligations of the Vehicle Operator related to the use of the Specified Road Sections in the Postpay Mode - the bank guarantee is established by a written statement by the bank in a guarantee certificate that it will satisfy the Toll Collection Administrator up to a certain amount of money according to the content of the guarantee certificate if a particular Vehicle Operator (the debtor) fails to comply with its obligation to use the Specified Road Sections, in particular the Toll payment obligation or other conditions specified in the guarantee certificate are met;
  - gg) *Cash collateral* - represents the provision of cash collateral to secure the payment of the obligations of the Vehicle Operator related to the use of the Specified Road Sections in the Postpay Toll Mode in favour of and to the account of the Toll Collection Administrator;
  - hh) *Banking details of the Vehicle Operator or Banking Details* - represents the banking details of the Vehicle Operator, represented in particular by the name of the Bank, IBAN account number and BIC/SWIFT bank identifier;
  - ii) *Day* - means a calendar day, unless otherwise specified in these Terms and Conditions 1;
  - jj) *Statutory amount of late interest* - means late interest on the amount due in the statutory amount in accordance with the provisions of Section 369(2) of Act no. 513/1991 Coll. the Commercial Code, as amended, in relation to the provisions of Article 1 of Regulation 21/2013 Coll., which implements certain provisions of the Commercial Code, as amended, as follows:
    1. The late interest rate equals the basic interest rate of the European Central Bank applicable to the first day of the delay in meeting the cash liability plus nine percentage points; such a default interest rate shall apply for the entire period of the delay in meeting the cash liability or
    2. the creditor may claim late interest at a rate equal to the basic interest rate of the European Central Bank applicable to the first day of the relevant calendar half-year of the delay, plus eight percentage points; such a default interest rate shall apply throughout this half-year of the delay.

### Chapter I.3

#### General information about the Complex Service of Electronic Toll Collection

1. The Toll is paid for the Use of Specified Road Sections by Vehicles.
2. The electronic toll collection for the use of Specified Road Sections involves Specified Road Sections specified, pursuant to the provision of Section 35(2)(a) of the Act specified in the Decree.
3. The electronic toll collection system implemented on the territory of the Slovak Republic uses the combination of the GNSS system (Global Navigation Satellite System) to determine the position of a Vehicle by transmission of signals from a satellite in conjunction with the cellular mobile system CN (Cellular Network) for the communication with the central information system designated for the calculation of the Toll amount and in charge of the execution of payment transactions.
4. The OBU calculates the position of a Vehicle based on the knowledge of time, the mathematical model of the GNSS satellite movement and from signals received. If the On-Board Unit discovers that the Vehicle is located on the Specified Road Sections, it transmits the identification data of the Vehicle and the identification of the Specified Road Section on which the Vehicle is located to the central information system using GSM (GPRS) services of a telecommunication operator. In case of an area without the GSM signal, the data is saved in the OBU and transmitted to the central information system immediately after the GSM signal is renewed.
5. Based on the data obtained from the OBU and the Vehicle parameters (Vehicle category, total vehicle weight, number of axles, emission class), the Central Information System shall calculate the Toll according to the rates defined in the Applicable Legislation, in particular the Regulation.
6. The Toll - except for the toll collected for the use of specified sections of concession roads and except for the toll collected for the use of the specified sections of 2nd class and 3rd class roads - is the revenue of the Toll Collection Administrator; The Toll collected for the use of specified concession road sections, reduced by the necessary costs of the Toll Collection Administrator associated with securing its collection is the revenue of the state budget; The Toll collected for the use of Specified Road Sections of 2nd and 3rd class roads reduced by the necessary costs of the Toll Collection Administrator associated with the toll collection, is the revenue of the regional authority.
7. The OBU and its basic accessories, specified in the OBU User Manual, are and shall remain the property of the System Operator.

### Article II.

#### Authority to act on behalf of a Vehicle Operator

##### Chapter II.1

#### Authority to act on behalf of a Vehicle Operator

1. If a Vehicle Operator is a natural person, he/she acts independently. If this natural person does not have legal capacity or his/her legal capacity is restricted, his/her legal representative or a custodian appointed by the court shall act on his/her behalf.
2. If the Vehicle Operator is a legal person, in the Postpay Toll Mode it can be represented by the statutory body and/or authorised agent on the basis of an extract from the Business Register or a similar register and/or a person acting based on a valid power of attorney with officially verified signatures of the principals. In the Prepay Toll Mode, it can also be represented by the Vehicle Driver, under the conditions stated in these Terms and Conditions 1.
3. If the Vehicle Operator is a legal person not recorded in the Business Register, but in another register stipulated by the law, in the Postpay Toll Mode it can be represented by the statutory body that is authorised for it based on documents on the basis of which the company was established/formed or by a person acting on the basis of a valid power of attorney with officially verified signatures of the statutory body members. In the Prepay Toll Mode, it can also be represented by the Vehicle Driver, under the conditions stated in these Terms and Conditions 1.
4. The Contract on the Use of Specified Road Sections can be entered into, modified or terminated in the Postpay Toll Mode exclusively by the Vehicle Operator or its Authorised Representative based on a written power of attorney with an officially verified signature, which must be legally applicable and not be older than 3 months.
5. If the Vehicle Operator is the Vehicle Owner or the holder of the registration certificate appointed by it recorded on the registration certificate and authorised to decide on the use of the vehicle, the above-stated provisions of this Chapter of the Terms and Conditions 1 shall apply accordingly.
6. If the Vehicle Operator or the Vehicle Owner is a designated holder of the technical certificate not recorded on the registration certificate and is authorised to decide on the use of the Vehicle, it is obliged to submit a written confirmation authorising the Vehicle Operator or the Vehicle Driver to use the given Vehicle. The authorisation for the use of the Vehicle must be legally applicable and not be older than 3 months.
7. In the Prepay Toll Mode it is not possible to ascertain the data about the Vehicle Operator from the technical certificate or from the registration certificate, the Vehicle Operator and/or the Vehicle Driver is obliged to submit an extract from the Business Register or similar register for identification of the Vehicle Operator.
8. The Contract on the Use of Specified Road Sections in the Prepay Toll Mode may be entered into, modified or terminated by the Vehicle Driver on behalf of the Vehicle Operator if at the time he/she has the authorisation to drive the Vehicle. The Vehicle Driver is obliged to prove the authorisation to drive the Vehicle by means of the vehicle technical certificate or the vehicle registration certificate.
9. The fact that the Vehicle Leader has not been authorised to drive the Vehicle at any given time does not affect the formation, modification or termination of obligations of the Vehicle Operator under the Applicable Legislation.
10. In case of a change of the data recorded in the Business Register or a similar register, specifically the company name and/or the first name and surname, address, registered office/place of business, the authority to act or a similar substantial fact, the Vehicle Operator and/or the Vehicle Driver are obliged to inform the System Operator, namely latest within 5 days after the day when the change took effect, in a supportable manner or by a document proving that the change was made; the details are regulated in "Chapter IV.2" of these Terms and Conditions 1.

##### Chapter II.2

#### Documents submitted by the Vehicle Operator at the conclusion of the Contract on the Use of Specified Road Sections

1. Before entering into the Contract on the Use of Specified Road Sections, upon a request of the System Operator, the persons authorised for entering into the Contract on the Use of Specified Road Sections according to "Chapter II.1" of the Terms and Conditions 1 are obliged to submit a vehicle technical certificate or a vehicle registration certificate, a valid personal ID card or a passport or a similar document certifying the identity, a valid driver's license, an extract from the Business Register or a similar register or a written power of attorney for the representation of the Vehicle Operator that is legally applicable with an officially verified signature, the registration certificate and the assignment of the tax identification number/VAT identification number, if assigned, and the proof of the Vehicle emission class, unless stated in the Vehicle documentation, for the purpose of verification of the registration data and entering into the Contract on the Use of Specified Road Sections. The Vehicle Operator and/or the Vehicle Driver are obliged to submit the above-stated documents also for verification with a change or termination of the Contract on the Use of Specified Road Sections as well as with obtaining information about the Toll payment status.
2. In case of legal persons, the original of the extract from the Business Register or a similar register that proves the authorisation for entrepreneurial activity cannot be older than 3 months. If the Vehicle Operator is not subject to recording in the Business Register or other similar register, it is obliged to submit the deed of foundation and/or the deed of establishment proving the manner of establishment, date of formation, name, registered office and data about natural persons who are authorised to act on behalf of the Vehicle Operator.
3. The System Operator or persons appointed by it are authorised based on the consent from the Vehicle Operator and/or the Vehicle Driver to perform the verification of identity and the accuracy of submitted documents as well as the identification data stated therein.
4. In the event that a person authorized to enter into the Contract on the Use of Specified Road Sections does not submit the documents referred to in this Chapter of Terms and Condition 1 for the purpose of verifying the registration data and concluding the Contract on the Use of Specified Road Sections at the request of the System Operator, the Toll Collection Manager shall be entitled to refuse to conclude the Contract on the Use of Specified Road Sections.

### Article III.

#### Registration in the Electronic Toll Collection system

##### Chapter III.1

#### Registration of Vehicles Liable to Toll Payment

1. The basic condition for the use of the Specified Road Sections is entering into the Contract on the Use of Specified Road Sections between the Toll Collection Administrator and the Vehicle Operator. The Contract on the Use of Specified Road Sections can be concluded based on an application for the registration in the Electronic Toll Collection System.
2. In case of registration of a Vehicle for the Postpay Toll Mode, the Vehicle Operator or its Authorised Representative can carry out the registration in the electronic toll collection system in one of the following ways:
  - a) submitting an application for registration in the electronic toll collection system on the form defined by the System Operator for this type of mode in person at a Contact Point, through the Web Portal or
  - b) by submitting the documents listed in the chapter "Chapter II.2" of the Terms and Conditions 1 in person at a Contact Point or
  - c) or through a fleet card issuer.
3. In case of registration of a Vehicle in the electronic toll collection system in the Prepay Toll Mode, also the Vehicle Driver can submit an application for registration on behalf of the Vehicle Operator, namely by submitting an application for the registration in the electronic toll collection system on the form defined by the System Operator for this type of mode in person at a Contact Point or Distribution Point or by submitting documentation defined in the chapter "Chapter II.2" of the Terms and Conditions 1 in person at a Contact Point and/or a Distribution Point or through the Web Portal of the System Operator.
4. The sample of the form of the application for registration in the Electronic Toll Collection system for both toll payment modes can be obtained at Contact Points and/or Distribution Points and it is also published by the System Operator on the Web Portal.
5. For the purpose of registration in the electronic toll collection system, upon a request by the System Operator, the Vehicle Operator shall be obliged to provide the following data, in particular:
  - a) the company name, the address of the place of business if the Vehicle Operator is a natural person - entrepreneur; or name, surname, personal ID no. or the date of birth, address of residence, nationality, ID card number or passport number if the Vehicle or Vehicle Combination Operator is other natural person;
  - b) the company and the registered office if the vehicle operator is a legal person;
  - c) name and surname, personal ID number or date of birth, nationality and home address of the Vehicle Driver or an authorized representative;
  - d) the ID card or passport number of the Vehicle Driver or its Authorised Representative and the driver's license number of the Vehicle Driver;
  - e) the identification number of the Vehicle Operator, if assigned, or a similar corresponding data in another country;
  - f) the TAX ID number of the Vehicle Operator, if assigned, of the Vehicle Operator/VAT ID number, if assigned;
  - g) registration data of the Vehicle Operator in the business register or a similar register, if registered in such register;
  - h) the Vehicle license plate number and the country where the Vehicle is registered;
  - i) the Vehicle category pursuant to the Applicable Legislation, the Regulation in particular;
  - j) total vehicle weight, number of axles and vehicle emission class;
  - k) an indication whether the Vehicle is equipped with a device or a modification that could prevent the correct functioning of the OBU;
  - l) the estimated total distance of Specified Road Sections that the Vehicle Operator plans to drive in the course of a designated time period in the Postpay Toll Mode;
  - m) Vehicle operator's banking details;
  - n) Vehicle operator's contact details, including the e-mail address.
6. In case of the Toll payment in the Postpay Toll Mode, the Vehicle Operator or its Authorised Representative shall also provide information about the manner of securing the Toll payment liability according to "Chapter VI.3" of the Terms and Conditions 1.
7. The Vehicle Operator is obliged to provide data according to items 5 and 6 of this Chapter of the Terms and Conditions 1 for all Vehicles that the Vehicle Operator stated in the application for registration in the electronic toll collection system.
8. The Vehicle Operator and the Vehicle Driver agree that the data provided for the registration in the electronic toll collection system can be used also for the purpose of entering into the Contract on the Provision of the On-Board Unit and the purpose of sending information about the provided services according to the Contract on the Use of Specified Road Sections. The consent to the sending of information regarding the provided services according to the Contract on the Use of Specified Road Sections can be revoked by the Vehicle Operator and the Vehicle Driver at any time by sending a written notice of revocation of the consent to the System Operator.
9. The Vehicle Operator, its Authorised Representative and in the Prepay Toll Mode also the Vehicle Driver are responsible for the accuracy of the data provided according to 5 and 6 of this chapter. If the data provided is inaccurate, incomplete or if it changes yet before entering into the Contract on the Use of Specified Road Sections, the Vehicle Operator, its Authorised Representative and in the Prepay Toll Mode also the Vehicle Driver are obliged to announce the correction, amendment or a change of such data to the System Operator at the latest when entering into the Contract on the Use of Specified Road Sections.
10. For the needs of determining the data according to item 5 (j) of this chapter of the Terms and Conditions 1, the Vehicle emission class - if it cannot be found from the relevant documents - shall be determined according to Section 11(4) of the Act, the second sentence.

##### Chapter III.2

#### Registration of Toll Exempt Vehicles

1. The Act regulates by means of the provision of Section 3 Vehicles exempt from the Toll payment obligation.
2. The requirement to register Vehicles exempt from Toll into the electronic toll collection system is thus in accordance with the provisions of Section 10 of the Act as well as in accordance with item 1 of this Article of these Terms and Conditions 1 above and Chapter I.2(g) of the Terms and Conditions 1 applies to Vehicles:
  - a) the armed forces or civil units of the sending country for the purpose of performing duties;
  - b) of the rescue units of the Integrated Rescue System, except for legal persons and natural persons whose object of activity is to provide assistance in the protection of life, health and property pursuant to the provision of Section 9(1)(i) of Act No. 129/2002 Coll. on the Integrated Rescue System as amended;
  - c) belonging to the Toll Collection Administrator;
  - d) used for the maintenance of the Specified Road Sections;
  - e) used for toll collection enforcement by persons appointed for toll collection enforcement;
  - f) which make up mobilisation reserves in the performance of tasks under a specific regulation.
3. A Vehicle Operator exempt from Toll is obliged to request the System Operator to register the Vehicle into the electronic toll collection system before starting to use the Specified Road Sections exclusively at a Contact Point by filling out the registration form for the exempt Vehicles accessible on the Web Portal.
4. Upon registration of a Vehicle exempt from Toll payment, the operator of the vehicle exempt from toll shall provide a proof of identity of the toll exempt Vehicle Operator and documents proving the reason for the Vehicle exemption. If vehicle exemption is limited by time and space, the Vehicle Operator shall specify the time and the place to which the Vehicle toll exemption applies.
5. For the purpose of registering a Vehicle exempt from Toll payment, the operator of the Vehicle exempt from Toll payment shall submit in particular the following data:
  - a) the company name, the address of the place of business if the Vehicle Operator is a natural person - entrepreneur; or name, surname, the date of birth, address of residence, nationality, ID card number or passport number if the Vehicle Operator is other natural person;
  - b) the company and the registered office if the vehicle operator is a legal person;
  - c) the Vehicle license plate number and the country where the Vehicle is registered;
  - d) the contact details of the vehicle operator, in particular contact telephone number, facsimile number and e-mail address, if available;
  - e) another document demonstrating the origin and existence of the particular Vehicle Operator.
6. The operator of a vehicle exempt from Toll payment is obliged to notify the System Operator without delay of any change to the registered data under this chapter of the Terms and Conditions 1 immediately before driving on the Specified Road Sections.
7. When registering according to item 2(a) and item 3 of this chapter the Ministry of Defense of the Slovak Republic (hereinafter referred to as "Ministry of Defense") is obliged to provide data on the planned route of the Vehicle, the place and time of entry of the Vehicle to the territory of the Slovak Republic and the place and time of leaving the territory of the Slovak Republic, the Vehicle license plate number and the country in which the Vehicle is registered. If, prior to the commencement of use or during the use of the Specified Road Sections by an exempt vehicle, there is a change in any of the data registered under this item, the Ministry of Defense is obliged to provide the adjusted data for registering into the electronic toll collection system within 5 days of the change.
8. The operator of a vehicle exempt from Toll is not, in compliance with the Applicable Legislation during the period of the exemption of the vehicle to pay the Toll for the use of the Specified Road Sections and equip the vehicle with an OBU, and if the vehicle exemption from payment is space limited, the Operator of the vehicle exempt from Toll for the use of the Specified Road Sections and equip the Vehicle with an OBU exclusively within this space limitation.
9. Vehicles exempt from the Toll payment obligation are required to undergo enforcement carried out by the persons in charge of carrying out the enforcement in cooperation with the authorised body and to demonstrate the reason for the exemption.
10. By submitting a registration application, the operator of a vehicle exempt from Toll agrees to the Terms and Conditions 1 and Terms and Conditions 2 and undertakes to comply with them in full extent and duly.

### Article IV.

#### Contract on the Use of Specified Road Sections

##### Chapter IV.1

#### Contract on the Use of Specified Road Sections

1. Based on submitting the application for registration, the Toll Collection Administrator shall enter into the Contract on the Use of Specified Road Sections with the Vehicle Operator.
2. The Contract on the Use of Specified Road Sections can be concluded in:
  - a) the Prepay toll mode or

- b) the Postpay toll mode.
- The Contract on the Use of Specified Road Sections in the Prepay Toll Mode can be concluded by the Vehicle Operator, its Authorised Representative and/or the Vehicle Driver in person at Contact Points or Distribution Points.
  - The Contract on the Use of the Specified Road Sections in the postpay mode can be concluded by the Vehicle Operator or its Authorised Representative:
    - in person at Contact Points or
    - through Fleet Card Issuers approved by the Toll Collection Administrator, the list of which is displayed on the Web Portal.
  - Before entering into the Contract on the Use of Specified Road Sections, the persons who are authorised to enter into the Contract on the Use of Specified Road Sections pursuant to these Terms and Conditions 1 shall submit the documents according to "Chapter II.2" of the Terms and Conditions 1 to the System Operator and/or a Fleet Card Issuer for the purpose of verification of the registration data and the data necessary for concluding the Contract on the Use of Specified Road Sections.
  - The important requirements of the Contract on the Use of Specified Road Sections:
    - identification data of the parties and the data on the Vehicle or Vehicles under the chapter "0" of the Terms and Conditions 1;
    - first name and surname, date of birth, home address, citizenship, a personal ID card or passport number or the number of a similar document certifying the identity of the person concluding the Contract on the Use of Specified Road Sections on behalf of the Vehicle Operator;
    - indication of the toll payment mode.
  - The Contract on the Use of Specified Road Sections in Postpay Toll Mode, except for the items defined in item 6 of this Chapter of the Terms and Conditions 1, contains:
    - the invoice maturity, which is 14 calendar days, unless otherwise agreed with the Toll Collection Administrator,
    - the billing period to be set by the Toll Collection Administrator, and adjustment of the billing period by the Vehicle Operator is not possible;
    - the method of securing the payment of the Toll payment under chapter "Chapter VI.3" of the Terms and Conditions 1;
    - details of how to secure a Toll payment liability and the relevant details specifying the individual ways of securing the Toll payment liability;
    - information about the estimated total length of the used Specified Road Sections during the billing period for each of the Vehicles to which the Postpay Toll Mode applies;
    - the contact details of the person responsible for billing and payments of the Vehicle Operator and
    - recommendation concerning the Fixed Installation of the OBU in the Vehicle.
  - If the Vehicle Operator has a Vehicle registered in the electronic toll collection system and at the same time there are outstanding Toll payments recorded in respect to the Vehicle and/or liabilities of the Vehicle Operating ensuing from the Contract on the Use of Specified Road Sections, the Toll Collection Administrator may refuse the proposal of the Vehicle Operator for entering into a new Contract on the Use of Specified Road Sections or a proposal for an amendment to the concluded Contract on the Use of Specified Road Sections.
  - The Vehicle Operator and/or the Vehicle Driver are responsible for the accuracy and correctness of all the data stated in relation to entering into the Contract on the Use of Specified Road Sections.
  - The System Operator is authorised to use the registration data provided for the purpose of the registration of the Vehicle in the Electronic Toll Collection system also for the purpose of entering into the Contract on the Provision of the On-Board Unit.

#### Chapter IV.2

##### Amendment of the Contract on the Use of Specified Road Sections

- The Vehicle Operator or its authorized representative may make an amendment to the Contract on the Use of Specified Road Sections in the Postpay Toll Mode in person at a Contact Point or via a Fleet Card issuer with appropriate application of the provisions governing the conclusion of the Contract on the Use of Specified Road Sections.
  - An amendment to the Contract on the Use of Specified Road Sections in the Prepay Toll Mode can be made also by the Vehicle Driver in person at a Contact Point or a Distribution Point with appropriate application of the provisions governing the conclusion of the Contract on the Use of Specified Road Sections.
  - The Vehicle Operator, its Authorised Representative or in the Prepay Toll Mode also the Vehicle Driver are obliged to announce any changes to the System Operator within 5 days at the latest after these changes occur or he/she has learned or might have learned about them, whereby the Toll Collection Manager is authorized to make these changes to the Electronic Toll Collection system unilaterally based on information obtained about the Vehicle Operator from a public register or from another register in which the Vehicle Operator and/or the Vehicle is registered - this is without prejudice to liability of the Vehicle Operator and/or the Vehicle Driver for the completeness, accuracy and truthfulness of all the data contained in the Contract on the Use of Specified Road Sections.
  - The Vehicle Operator, an Authorised Representative or the Vehicle Driver shall announce a change of the total vehicle weight, vehicle category and the emission class to the System Operator immediately, however before entering to Specified Road Sections at the latest. A change in the number of axles of the Vehicle and a change of the Vehicle into a vehicle combination is deemed to be announced at the moment of changing the setting of the OBU by the Vehicle Operator, the Authorised Representative or the Vehicle Driver.
  - The System Operator shall, without undue delay, register changes in data in the electronic toll collection system and, if the essential elements of the Contract on the Use of Specified Road Sections change, the Vehicle Operator and/or the Vehicle Driver shall conclude an addendum to the existing Contract on the Use of the Specified Road Sections or a new Contract on the Use of the Specified Road Sections.
  - The Vehicle Operator or the Vehicle Driver is not authorized to use the Specified Road Sections by a vehicle until the addendum to the existing Contract on the Use of the Specified Road Sections has been concluded.
  - If a change of the Vehicle Operator registered in the electronic toll collection system occurs, the new Vehicle Operator, its Authorised Representative or in the Prepay Toll Mode also the Vehicle Driver are obliged to request repeatedly the registration in the electronic toll collection system and to provide the System Operator with new registration data before using the Specified Road Sections.
- The original Vehicle Operator is required to return the OBU and reimburse the Toll Collection Administrator and/or the System Operator all liabilities. In the event of non-compliance with this obligation, the provisions of this item 8, chapter "0" of the Terms and Conditions 1 shall apply.
- With a change of the data in the vehicle technical certificate or registration certificate defined in "0", item 5 h) through j) of the Terms and Conditions 1, the Vehicle Operator, its Authorised Representative and in case of the Prepay Toll Mode also the Vehicle Driver are obliged to ask for a new registration of the Vehicle in the electronic toll collection system and subsequently to enter into an addendum to the existing Contract on the Use of Specified Road Sections and a new Contract on the Use of Specified Road Sections.
  - In case of a change (taking away, adding) of the Vehicle or parameters pertaining to the Vehicle, only Annex No. 1 to the Contract on the Use of Specified Road Sections shall be amended.

#### Chapter IV.3

##### Termination of the Contract on the Use of Specified Road Sections

- The Contract on the Use of Specified Road Sections shall be terminated with the expiration of 6 months after the day of recording the last Toll transaction by the OBU assigned to the Vehicle. Termination of the Contract on the Use of Specified Road Sections shall also terminate the Contract on the Provision of the On-Board Unit.
- If based on the Contract on the Use of Specified Road Sections, the Vehicle Operator can use Specified Road Sections by several of its Vehicles, the Contract on the Use of Specified Road Sections shall be terminated with the expiry of 6 months after the day of recording the last Toll transaction by the OBU only in the section related to the Vehicle whose OBU assigned to it within the electronic toll collection system, did not record any Toll transaction. By the termination of the Contract on the Use of Specified Road Sections also the Contract on the Provision of the On-Board Unit in the section which relates to the OBU on which no Toll transaction was recorded for the period of 6 months shall be terminated.
- The return of an operational and undamaged OBU including its accessories defined in the OBU Service Manual terminates the Contract on the Use of Specified Road Sections as a whole or in the part related to the Vehicle to which the OBU had been assigned.
- Each of the contracting parties can terminate the Contract on the Use of Specified Road Sections by a written notice of termination delivered to the address of the other contracting party stated in the Contract on the Use of Specified Road Sections. In such a case, the Contract on the Use of Specified Road Sections shall be terminated with the expiration of a one-month notice period. The termination period begins to run on the first day of the calendar month following the calendar month in which the notice is delivered to the other party.
- According to this chapter to these Terms and Conditions 1, the Contract on the Use of Specified Road Sections can be terminated exclusively after proper and complete settlement of all the liabilities resulting from the Contract on the Use of Specified Road Sections in the Prepay Toll Mode. Termination of the Contract on the Use of Specified Road Sections in the Postpay Toll Mode comes into force on the date of signing of a certification of termination of the Contract on the Use of Specified Road Sections by the System Operator and into effect on the date of due settlement of all the liabilities ensuing from the aforesaid Contract on the Use of Specified Road Sections in the Postpay Toll Mode.

#### Article V.

##### Toll Levying

##### Chapter VI.1

##### Toll rate

- The amount of the Toll rate for the use of the Specified Road Sections is defined by the provision of Section 4 of the Act, and in accordance with the provision of Section 35(1) of the Act by the Regulation. The current Toll rates are published by the System Operator on the Web Portal.
- The Toll rate per 1 km of distance travelled of a specified road section is established for the Vehicle categories:
  - from 3.5 t to 12 t of the total permissible weight of a vehicle
    - from 3,500 kg to 12,000 kg;
    - 12,000 kg and more;
  - Vehicles designated for the transport of more than nine persons including the driver regardless of the number of axles
    - from 3,500 kg to 12,000 kg;
    - 12,000 kg and more.
- The toll rate must take into account at least the emission class of the Vehicle and the number of the Vehicle axles.

- The Vehicle Operator can, in accordance with the Applicable Legislation, apply a discount on the current amount of the Toll rate on the basis of the system of discounts and in the manner specified by the Applicable Legislation and these Terms and Conditions 1.
- The amount of the Toll rates is also adjusted by the harmonised index of consumer prices in the year-to-year comparison with September of the previous calendar year published by the Statistical Office of the Slovak Republic. Toll rates are adjusted annually, namely as at every 1 January of the following calendar year, and it is rounded to three decimal places.
- The discount on the current toll rate shall be applied based on the following rules:
  - the total distance of the kilometres driven shall not include the distance for the use of the Specified Road Sections with zero toll rate;
  - providing a discount on the current toll rate applicable to a particular registered Vehicle shall be applied exclusively to this particular Vehicle, based on kilometres driven, not on bloc on the Vehicle Operator as an entity of the law. The discount shall be applied in real time, i.e. when the Vehicle exceeds the predetermined distance (a predetermined number of kilometres travelled), the Toll payment amount shall be automatically calculated based on the distance driven and the corresponding Toll rate reduced by the specified discount percentage;
  - a discount on the current toll rate cannot be applied under the current Applicable Legislation and the Regulation to categories of motor vehicles allowing the carriage of more than nine persons including the driver with the maximum permissible total vehicle weight over 3 500 kg;
  - the percentage discount on the current toll rate shall be provided to the vehicle per kilometre driven by using the Specified Road Sections above the limits set out in Annex no. 6 of the Regulation during the calendar year, which means the period from 1 January to 31 December of the relevant year, as indicated in item 6 a) of this chapter, the kilometres driven shall not count the kilometres driven on the Specified Road Sections charged with the zero rate;
  - the percentage discount on the toll rate shall be applied solely on the basis of exceeding the set limit, the exceeding of which represents the sum of the distances of all the Specified Road Sections driven, namely for each additional toll transaction generated for the use of the Specified Road Sections above the set limit;
  - the percentage discount on the toll rate shall be granted to a vehicle that has a valid and effective Contract on the Use of Specified Road Sections concluded, where the change of the Vehicle Operator shall mean the conclusion of a new Contract on the Use of Specified Road Section, leading to the zeroing of the total length of the kilometres driven by the Vehicle;
  - the kilometres driven on the Specified Road Sections by a vehicle for which the toll has been paid additionally under these Terms and Conditions 1 are not counted for the purpose of applying a discount on the current toll rate to the total kilometres driven.

#### Chapter V.2

##### Toll calculation rules

The provision of Section 5 of the Act defines the following manner of using the Specified Road Sections with electronic toll collection:

- A specified road section can be used in both driving directions, which are charged separately on the basis of a record of its use in the electronic toll collection system. A specified road section can be divided into several parts, on which a particular section of the road can be entered or left (hereinafter referred to as the "sub-section");
- The toll is paid on the basis of an applicable toll rate after passing all the sub-sections in the same direction of the journey within one specified road section, except for the use of Specified Road Sections in a municipality's built up area as per Section 5(4) and (5) of the Act and the letter d) and e) of this chapter below of the Terms and Conditions 1. The Toll for a specified road section is paid also in case that after passing all sub-sections, in accordance with the rule set out in the provision of Section 5(3) of the Act and letter c) of this chapter of the Terms and Conditions 1, an immediately preceding and an immediately following specified road section has been used in one driving direction;
- A Vehicle that enters a specified road section and later leaves it without passing all the sub-sections in the same direction of the journey is not subject to payment for this one specified road section, except for the use of Specified Road Sections in a municipality's built up area according to Section 5(4 and 5) of the Act and the letter d) and e) of this chapter below of the Terms and Conditions 1. A Vehicle that enters a specified road section and later leaves it without passing all the sub-sections and then later re-enters the same specified road section in the same driving direction within 46 hours following the entry of this Vehicle to the specified road section and uses all the remaining sub-sections of the specified road section, is subject to payment for the entire specified road section;
- For the use of specified road section located in built up areas of municipalities, the Toll shall be paid at an appropriate toll rate, namely for the shortest distance corresponding to the distance of successive continuous or discontinuous sub-sections of Specified Road Sections in one direction, with a predetermined point of entry and exit from the specified road section located in the municipal built up area;
- A Vehicle that enters a specified road section at a designated point of entry located in a built-up area of the municipality and later leaves it within 45 minutes following the entry of that Vehicle to the specified road section without using all of its sub-sections in the same direction shall be subject to payment for the entire specified road section. The Toll for a specified road section located in a municipality's built up area is paid also in case that after passing all sub-sections, an immediately preceding and an immediately following specified road section has been used in one driving direction in accordance with the rules set out in the provision of Section 5(3) of the Act and letter c) of this chapter of the Terms and Conditions 1;

#### Chapter V.3

##### Substitute Toll Collection

- If it is not possible to calculate the toll electronically or on the basis of electronically obtained data, the Toll Collection Administrator shall calculate and collect the Toll in a substitute manner on the basis of the data obtained in accordance with Section 6 of the Act.
- A substitute manner of Toll collection calculation can be used if the Toll Collection Administrator determines so, in case
  - of outage of the electronic toll collection system or its components preventing the proper toll collection;
  - satellite positioning signal failure;
  - threats to the safety or the free flow of traffic.
- In case of substitute Toll collection, the Toll is calculated for a distance corresponding to the consecutive continuous or discontinuous Specified Road Sections in one direction, a predetermined point of entry and a point of departure from the Specified Road Sections, in which case the Vehicle Driver is only entitled to one defined journey in one direction. The Toll calculated in a substitute manner is collected before making the journey.
- The Toll Collection Administrator or the person appointed by the Toll Collection Administrator shall calculate and collect the Toll in a substitute manner on the basis of the vehicle technical data according to the provisions of Section 8(1)(i) of the Act (i.e. the data specified in the Vehicle documents, but in particular the vehicle category, the vehicle maximum permissible weight, the number of axles and the vehicle emission class), ascertained from the vehicle registration certificate, vehicle technical certificate, vehicle certificate or manufacturer's certificate or manufacturer representative's certificate applying the relevant toll rate for that vehicle category.
- In case where vehicle documents pursuant to paragraph 4 of this article of the Terms and Condition 1 do not specify the vehicle emission class, the EURO 0 emission class shall be used to calculate the Toll.
- The Toll calculated in the substitute manner can be paid in cash, by payment card or by using other electronic means of payment accepted by the Toll Collection Administrator. Specific terms and conditions for a substitute manner of toll collection, including the list of accepted electronic means of payment and the list of data and documents to be provided for the toll calculation in the substitute manner are published by the Toll Collection Administrator on its web portal or web portal designated by it.
- The Toll Collection Administrator shall issue a toll payment receipt that is related to the Vehicle identified by the vehicle license plate number. In the receipt the Toll Collection Administrator shall indicate the Specified Road Sections that can be used with an exact point of entry and departure from these sections and it shall also determine the period during which the journey can be made. Driving on other Specified Road Sections than those indicated in the receipt or driving outside of the specified period shall be considered to be the use of the Specified Road Sections without Toll payment.
- The provisions of Sections 7, 8 and 11 of the Act (i.e. the provisions related to the Contract on the Use of Specified Road Section and its essential requirements as well as the provisions related to the OBU) shall not apply to the substitute manner of Toll collection. The Contract on the Use of Specified Road Sections in the case of the substitute Toll collection is based on the issuance of a receipt under the aforesaid par. 7 of this chapter of the Terms and Conditions 1 and the provision of Section 6(7) of the Act and expires by driving through the designated point of departure of the Specified Road Sections according to the aforesaid par. 3 of this chapter of the Terms and Conditions 1 and the provision of Section 6(3) of the Act, but at the latest by expiry of the time period specified in the receipt.

#### Article VI.

##### Toll Payment and Payment Methods

- The toll payment is payable by the Vehicle Operator and on-site at the time of the Toll payment enforcement by the Vehicle Driver as well. The Vehicle Driver and the Vehicle Operator may not use Specified Road Sections without paying tolls.
- Exclusively for the purpose of obtaining the authorization for the use of Specified Road Sections, the condition for the payment of the Toll is considered to be fulfilled:
  - if the Vehicle is registered in the Prepay Toll Mode, by crediting the appropriate amount of the Toll to the Toll Collection Administrator's account, while crediting the appropriate amount means authorizing the payment by the authorization centre in case of payment by a bankcard or a fleet card or payment of the relevant amount in cash at a Contact Point or a Distribution Point;
  - if the Vehicle is registered in the Postpay Toll Mode, it is possible to use the Specified Road Sections only if the Vehicle Operator has provided a security for the toll payment liability under chapter "Chapter VI.3" of the Terms and Conditions 1 and at the same time the Vehicle Operator is not in arrears with any Toll payment liability ensuing from the Contract on the Use of Specified Road Sections. For the purpose of these Terms and Conditions 1, an invoice is deemed to be paid on the day of crediting the corresponding full amount to the Toll Collection Administrator's account.

#### Chapter VI.1

##### Payments in Prepay Toll Mode

- In the Prepay Toll Mode a toll payment can be made by the following means of payment:
  - in cash at a Contact Point or a Distribution Point;

- b) by a bank card at a Contact Point, Distribution Point, through the Web Portal or using a self-serve device; the list of accepted bank Cards is published on the Web Portal;
  - c) a fleet card at a Contact Point, a Distribution Point, or self-serve device, the issuer of which is approved by the Toll Collection Administrator; the list of accepted fleet cards is published on the Web Portal;
  - d) wire transfer, non-cash payment of Toll directly to the Toll Collection Administrator's account via a payment order.
2. A payment by a bankcard or a fleet card must be confirmed by the authorisation centre and accepted by the bankcard or fleet card issuer. In case of unsuccessful authorisation or non-acceptance of payment by a bankcard or fleet card issuer, the Vehicle Operator and/or the Vehicle Driver is obliged to make a payment by another means of payment specified above.
  3. The following limits are set for Toll payment:
    - a) the minimum amount of a one-time payment of a prepaid toll is set at EUR 50, including value added tax (hereinafter referred to as "VAT");
    - b) the minimum balance of the prepaid toll is set at the amount of the Toll for using specified sections of motorways and expressways in an overall length of 80 km of the corresponding Vehicle category.
  4. If the amount of the prepaid Toll equals to or is lower than the set minimum limit of the prepaid Toll, the OBU shall indicate, according to the OBU instructions for use, reaching of this limit to the Vehicle Operator and/or the Vehicle Driver. Based on the indication, the Vehicle Operator and/or the Vehicle Driver shall be obliged to prepay the Toll by one of the means specified above or depart the Specified Road Sections.
  5. If the amount of the prepaid toll is less than EUR 0, the OBU indicates that this limit has been reached - status blocked, according to the OBU instructions for use. The Vehicle Operator and/or the Vehicle Driver is then required to pay the fee for unblocking the OBU according to the applicable pricelist of the Toll Collection Administrator.
  6. If upon checking the toll balance it is discovered that the Vehicle Operator and/or the Vehicle Driver do not have the relevant Toll paid, a supplementary Toll shall be levied.
  7. The unused prepaid Toll (excess payment) can be fully refunded to the Vehicle Operator and/or the Vehicle Driver only after the termination of the Contract on the Use of Specified Road Sections in accordance with these Terms and Conditions 1.
  8. Unused prepaid tolls shall be refunded by the Toll Collection Administrator via wire transfer to the Vehicle Operator's bank account or in cash at Contact Points and/or Distribution Points. In the event of a refund of an unused prepaid toll in cash, the unused prepaid tolls shall be refunded up to the maximum amount of 100 Euros. If the amount of the unused prepaid tolls is over 100 Euros, the full amount shall be refunded only via wire transfer to the Vehicle Operator's bank account.
  9. In the event that the Vehicle Operator, its authorized representative or the Vehicle Driver indicated the Vehicle Operator's banking details when concluding the Contract on the Use of Specified Sections or in the event of concluding an amendment to the Contract on the Use of Specified Road Sections, the funds shall be transferred automatically to this bank account no later than 30 days after the termination of the Contract on the Use of Specified Road Sections, and if the Vehicle Operator requests returning funds to a bank account that is not indicated in the valid and effectively concluded Contract on the Use of the Specified Road Sections, it shall be obliged to register the bank account adjustment in the electronic toll collection system and subsequently conclude an amendment to the Contract on the Use of Specified Road Sections in accordance with the relevant provisions of the chapter "0" of these Terms and Conditions 1.
  10. In the event that the Vehicle Operator, its authorised Representative or the Vehicle Driver did not indicate the bank account when entering into a Contract on the Use of Specified Road when concluding the amendment to the Contract on the Use of Specified Road Sections, it shall be obliged to deliver through the Contact Points or e-mail to [info@emyto.sk](mailto:info@emyto.sk) to the System Operator a properly filled out request for a refund. The Toll Collection Administrator shall return funds to the Vehicle Operator without delay after processing this request, however no later than within 60 days of the date of receipt of a properly filled request for the refund to the System Operator.
  11. The Vehicle Operator shall be responsible for the accuracy of the bank account data.
  12. In the event of disapproval by the Vehicle Operator and/or the Vehicle Driver with the amount of unused prepaid Tolls, the following procedure shall be followed in accordance with the claims procedure referred to in article "0" of the Terms and Conditions 1.
  13. If the bank card or fleet card has been lost, stolen, or otherwise misused, and the Vehicle Operator has not blocked the card with the issuer of this card, the Toll Collection Administrator is not responsible for the payments made by such a card, and the Toll payments through such a non-blocked card shall not be refunded, and such payments shall be the income of the Toll Collection Administrator. This provision is without prejudice to the settlement of the liabilities arising from the Contract on the Use of Specified Road Sections.

#### Chapter VI.2

##### Payments in Postpay Toll Mode

1. In the Postpay Toll Mode it is possible to carry out a Toll (invoice) payment in the following ways:
  - a) by wire transfer or direct deposit to the Toll Collection Administrator's account;
  - b) through a fleet card issuer;
  - c) at Contact Points by a bank Card, fleet card or in cash;
2. For Toll payments in the Postpay Toll Mode, the provisions of the items 2 and 13 of the chapter "Chapter VI.1" of the Terms and Conditions 1 shall apply accordingly.
3. In case of a Toll (invoice) payment by a bank transfer, the Vehicle Operator is obliged to identify the payment with a variable symbol and a specific symbol that are stated on the invoice, which the Vehicle Operator is paying. If the Toll is paid by a wire transfer from abroad or if it is not possible to enter a variable and a specific symbol, the Vehicle Operator is obliged to state both symbols in the comment of the bank transfer in the following shape VS:XXXXXXXXXX; SS:XXXXXXXXXX. The invoice will also contain the maturity of the invoice, which is normally 14 calendar days.
4. In the event of an invoice payment through fleet card issuers, the Toll Collection Administrator shall send an invoice to the Vehicle Operator, which is only informative, and which the Vehicle Operator does not pay, and only if all toll transactions have been authorised by the fleet card issuer. In the event that not all toll transactions were authorised by the fleet card issuer, the invoice also contains all the data required to carry out the toll payment according to items 1 through 3 of this chapter of the Terms and Conditions 1.
5. The Toll Collection Administrator is authorised at anytime based on information from the fleet card issuer to update the corresponding Fleet Cards, which can be used to pay the Toll and for which the fleet card issuer secures the Toll payment liability. The Vehicle Operator is informed about discarding a fleet card through the OBU, which indicates the aforesaid according to the OBU instructions for use.
6. The Toll Collection Administrator has the right to discard a fleet card from the list of accepted fleet cards at anytime. If the fleet card is discarded, the Vehicle Operator is informed accordingly with sufficient amount of time in advance through the Web Portal.
7. If a fleet card is discarded, the Vehicle Operator is obliged to provide a substitute guarantee for the Toll payment liability in one of the ways defined in "Chapter VI.3" of the Terms and Conditions 1 or is obliged to depart the Specified Road Sections with all the Vehicles in respect to which guarantee for the Toll payment liability was made through the relevant fleet card.
8. The Toll payment needs to be credited to the Toll Collection Administrator's account at the latest on the maturity date of the relevant invoice in full amount; the provisions of "0" of the Terms and Conditions 1 apply accordingly.
9. Any possible excess payments of the Toll paid shall be included in the following billing period. If the Vehicle Operator requires the refund of an excess payment of an invoice for the Toll before the end of the following invoicing period, it has to apply for it by submitting a written request for the refund delivered to the System Operator. In case of the request for a refund of an excess payment in non-cash form, this shall be paid to the Vehicle Operator's bank account stated in the Contract on the Use of Specified Road Sections, or to the bank account stated on the request for the refund, if the bank account of the Vehicle Operator is not stated in a validly and effectively concluded Contract on the Use of the Specified Road Sections. The Toll Collection Administrator shall return the funds without delay after processing this request, however no later than within 60 days of the date of receipt of a duly filled request for the refund to the System Operator.
10. The Vehicle Operator shall be responsible for the accuracy of the bank account data.

#### Chapter VI.3

##### Security for the Toll Payment Liability

1. Before entering into the Contract on the Use of Specified Road Sections in the Postpay Toll Mode, the Vehicle Operator or its Authorised Representative is obliged to provide a security to the Toll Collection Administrator for a due and timely Toll payment. The security for the Toll payment liability can be provided in the following ways:
  - a) Bank guarantee;
  - b) Cash Collateral;
  - c) or through a fleet card issuer.
2. The security for the toll payment liability has to last during the whole term of the Contract on the Use of Specified Road Sections and has to provide a security for the liabilities for all the Vehicles stated therein.
3. The minimum amount of a Bank Guarantee and a Cash Collateral is determined by the System Operator according to the vehicle category, the total vehicle weight, the number of axles and the vehicle emission class - the Toll rate, the estimated number of kilometres driven on the Specified Road Sections, the length of the billing period, the maturity of invoices and the number of Vehicles stated in the Contract on the Use of Specified Road Sections.
4. The Toll Collection Administrator shall determine the minimum amount of the Bank Guarantee or the Cash Collateral taking into account the following calculation formula:

$$Z = \sum (T * KM * (ZO + 2 * DD + 3));$$

where

Z:	Bank Guarantee or Cash Collateral;
Σ:	Amount of security for all Vehicles;
T:	Highest acceptable Toll rate for a given Vehicle;
KM:	Estimated average number of driven km/vehicle/day;
ZO:	Length of the billing period (30 calendar days, constant);
DD:	Invoice maturity (normally 14 calendar days)

5. The minimum amount of the Bank Guarantee or the Cash Collateral as a security for the Toll payment liability calculated according to the formula stated in item 4 of this chapter of the Terms and Conditions 1 for each Vehicle stated in the Contract on the Use of Specified Road Sections has to be EUR 600 per one Vehicle, except in case of the

- exclusive use of the Specified Road Sections with the zero toll rate. The maximum amount of the Bank Guarantee or Cash Collateral as the security for the Toll payment liability is not limited.
6. In case of providing the security for the Toll payment liability by a Bank Guarantee, this has to be issued by a selected bank of the Vehicle Operator in favour of the Toll Collection Administrator, exclusively on the form defined by the System Operator, in the minimum amount determined by the Toll Collection Administrator. The minimum validity of the Bank Guarantee is 12 months and the Bank Guarantee can be issued one month at the latest before signing the Contract on the Use of Specified Road Sections. The Bank Guarantee form is available at Contact Points and on the Web Portal.
  7. The Toll Collection Administrator is entitled to evaluate the presented Bank Guarantee and to decide on accepting or rejecting it and consequently to inform the Vehicle Operator of its acceptance or non-acceptance stating the reason for the rejection.
  8. In case of providing a security for the Toll payment liability by a Cash Collateral, the Vehicle Operator is obliged before signing the Contract on the Use of Specified Road Sections to deposit the minimum amount of funds determined by the Toll Collection Administrator in favour of the Toll Collection Administrator to its account by a bank transfer or by a direct cash deposit to its account.
  9. If a change of data occurs based on which the minimum amount of the security for the Toll payment liability is calculated and/or a situation of insufficient coverage of the Bank Guarantee or the Cash Collateral occurs, the Vehicle Operator, or its Authorised Representative is obliged to provide an additional security for the Toll payment liability as follows:
    - a) in case of an additional security through a change of the original Bank Guarantee, the Vehicle Operator is obliged to submit to the Toll Collection Administrator, on a form defined by the System Operator, an amendment to the issued Bank Guarantee accepted by the Toll Collection Administrator that has to reflect the changes of parameters in the calculation of the minimum amount of the Bank Guarantee. The Toll Collection Administrator consequently informs the Vehicle Operator of its acceptance or non-acceptance stating the reason for its non-acceptance;
    - b) in case of an additional security through a change of the original amount of the Cash Collateral, the Vehicle Operator is obliged to deposit an additional amount of funds reflecting the change of parameters in the calculation of the minimum amount of the Cash Collateral in favour of the Toll Collection Administrator to its account by a wire transfer or by a direct deposit.
  10. The Toll Collection Administrator is entitled to increase the minimum amount of the Bank Guarantee or Cash Collateral unilaterally, whereby the Vehicle Operator or the Authorised Representative is obliged to provide an additional guarantee for the Toll payment liability according to the above-stated item 9 of this chapter of the Terms and Conditions 1.
  11. If the amount of the Toll payment in one billing period reaches 70% of the amount of the Bank Guarantee and/or Cash Deposit, the Toll Collection Administrator informs the Vehicle Operator via agreed communication channels.
  12. If the amount of the Toll payment in one billing period reaches 80% of the amount of the bank Guarantee and/or the cash Collateral, the Toll Collection Administrator shall inform the Vehicle Operator accordingly through the OBU, which indicates reaching of this limit according to the OBU User Manual.
  13. If the amount of the Toll payment in one billing period reaches 99% of the amount of the bank guarantee and/or the cash collateral, the Toll Collection Administrator informs the Vehicle Operator accordingly by blocking all of the OBUs stated in the Contract on the Use of Specified Road Sections. The OBU indicates reaching of this limit according to the OBU instructions for use.
  14. Securing the Toll payment liability through fleet card issuers can be carried out in the following ways:
    - a) directly through a fleet card issuer that assumes the Toll payment liability upon entering into the Contract on the Use of Specified Road Sections;
    - b) at Contact Points, whereby before signing of the Contract on the Use of Specified Road Sections the Vehicle Operator is obliged to submit a valid fleet card and provide the correct information on the fact for which Vehicle and/or Vehicles the given Fleet Card provides the security for the Toll payment liability. The Toll Collection Administrator informs the Vehicle Operator about the acceptance or non-acceptance stating the reason for non-acceptance of the security through the fleet card.
  15. If the fleet card is blocked by the fleet card issuer or the term of the fleet card expires, the Toll Collection Administrator is authorised to block all the OBUs with the security for the Toll payment liability covered by this fleet card. The Toll for toll transactions that occur from the moment of blocking the fleet cards by their issuer until the time of blocking OBUs shall be paid by the Vehicle Operator directly to the Toll Collection Administrator in one of the ways listed in the "Chapter VI.2" of the Terms and Conditions 1.
  16. Changes in a security for the Toll payment transaction by any of the means listed in this chapter of these Terms and Conditions 1 need to be announced by the Vehicle Operator to the System Operator and submitted to the System Operator for acceptance without delay, but no later than within 3 days of the date on which the relevant change occurred. The Vehicle Operator shall ensure the validity of the bank guarantee and, at the latest 2 months before the expiration of the validity of the bank guarantee, provide the System Operator with a new bank guarantee, or extend the validity of the original bank guarantee, or secure the Toll payment liability by another means.

#### Chapter VI.4

##### Toll Payment Omission and Delayed Toll Payment

1. The Vehicle Operator is liable for timely and proper payment of the Toll or fulfillment of any other obligation ensuing for the Vehicle Operator, in particular under the Applicable Legislation, the Contract on the Use of Specific Road Sections and the Contract on the Provision of the On-Board Unit.
2. A proper Toll payment means the payment of the Toll credited to the Toll Collection Administrator's account in accordance with the main identification data on the invoice, in particular the variable symbol, the specific symbol, the Toll amount and the bank account number. If it is not possible to assign a payment as a result of not entering one of the main identification data, the Toll is not deemed paid. In that case, the payment shall be returned to the payment sender.
3. In case of delay with the Toll payment and/or other liabilities of the Vehicle Operator, the Toll Collection Administrator is entitled to charge the Vehicle Operator late interest on the outstanding amount at a lawful rate stipulated by Section 369(2) of Act No. 513/1991 Coll. the Commercial Code as amended in relation to provision of Section 1 of Regulation No. 21/2013 Coll., which implements certain provisions of the Commercial Code, as amended.
4. If failing to pay the Toll and/or other liabilities even within 3 calendar days after their maturity, the System Operator is authorised to block all the OBUs of the Vehicle Operator that is in arrears with the payment of the Toll and other liabilities, whereby each blocked OBU indicates the status of blocking to the Vehicle Operator and/or the Vehicle Driver according to the OBU User Manual. The Toll Collection Administrator is authorised to proceed according to chapter "0" item 8 of the Terms and Conditions 1.
5. In case of a delayed payment of the Toll and/or other liabilities, the System Operator shall send to the Vehicle Operator the first reminder of the Toll payment, namely till the third working day after the useless expiration of the maturity of the receivable, in which it shall define an additional maturity period of 14 calendar days, which begins to run from the date of maturity of the receivable.
6. If even after the expiration of the maturity stated in the first reminder of the payment the Vehicle Operator does not pay the Toll and/or other liabilities, the System Operator shall send a second reminder for the Toll payment to the Vehicle Operator, namely within 30 calendar days after a useless expiration of the maturity of the receivable, whereby in the second reminder for payment, it shall again provide an additional maturity period of 5 calendar days after sending the second reminder of payment.
7. Concurrently with sending the second reminder of payment, the receivable shall be settled from the security provided by the Vehicle Operator in the form of a bank guarantee or in another way upon entering into the Contract on the Use of Specified Road Sections. The Toll Collection Administrator is authorised in case of securing the Toll payment liability:
  - a) in the form of a Bank Guarantee to ask for it to be drawn in favour of the Toll Collection Administrator to its account;
  - b) in the form of a Cash Collateral to draw funds deposited in favour of the Toll Collection Administrator;
  - c) through fleet card issuers, to ask a fleet card issuer for the Toll payment.
8. In case that the amount of the outstanding toll or any other liability of the Vehicle Operator exceeds the amount of the Bank Guarantee and/or the Cash Collateral, the Toll Collection Administrator has the right to claim the remaining amount of the outstanding toll or any other liability of the Vehicle Operator in court.
9. If the Toll Collection Administrator, in accordance with item 7 of this chapter of the Terms and Conditions 1, exercises its right to use the funds of the Bank Guarantee or the Cash Collateral, the Vehicle Operator is obliged to replenish these up to the original amount without any unreasonable delay after the funds drawing, but no later than within 30 days of the date of maturity of the liability, for the payment of which the funds from the bank guarantee and/or cash collateral were used.

#### Chapter VI.5

##### Price and Payment Terms

1. Some customer services provided to the Vehicle Operator or the Vehicle Driver can be charged by specific fees the amount of which is stated in the valid list of fees. The list of fees forms an inseparable part of the Contract on the Use of Specified Road Sections. The provisions on the amendment to these Terms and Conditions 1 apply accordingly to amendments to the list of fees.
2. The prices in the list of fees are stated in Euros including VAT.
3. All payments within the electronic toll collection system can be carried out exclusively in Euros.
4. In the Prepay Toll Mode the fees for services are charged before they are provided, whereby they will be provided to the Vehicle Operator and/or the Vehicle Driver only after their proper and timely payment. In the Postpay Toll Mode, the fees will be charged to the Vehicle Operator subsequently after the end of a relevant billing period in a monthly invoice issued by the System Operator.
5. The System Operator is entitled to change the list of fees unilaterally, whereby the current valid version of the list of fees is published on the Web Portal.
6. At the time of provision of a service, the currently valid list of fees applies.

#### Article VII.

##### Enforcement of Obligations of the Vehicle Operator and the Vehicle Driver

#### Chapter VII.1

##### Rights of the Person Authorised by the Toll Collection Administrator

1. In accordance with the provisions of Section 25(1) and (2) of the Act, the enforcement of the obligations of the Vehicle Operator and the Vehicle Driver under the Act shall be exercised by the persons appointed with carrying out the enforcement in cooperation with the Police Force within the framework of the monitoring over the safety and the flow of road traffic. The persons entrusted with the enforcement include:

- a) employees of the Toll Collection Administrator;
  - b) employees of the person whom the Toll Collection Administrator has entrusted with performing activities pursuant to the provision of Section 12(2) of the Act, i.e. the System Operator's employees.
2. The person authorized to carry out the enforcement shall prove his/her identity at the place of performance of the inspection by an ID card issued by the Ministry of Transport and Construction of the Slovak Republic (hereinafter referred to as "the Ministry"). The card contains the identification data including name, surname, date of birth, and the address of permanent residence.
  3. The records of persons entrusted with the performance of the enforcement are kept by the Ministry. For the purpose of keeping records of the persons entrusted with the performance of enforcement, the ministry is authorised to process, according to Act No. 18/2018 Z. z. on the Protection of Personal Data and on amending and supplementing certain acts as amended (hereinafter referred to "Act No. 18/2018 Coll."), personal data in the scope of name, surname, date of birth, address of permanent residence and ID card number.
  4. The person entrusted with the performance of enforcement is authorised, in order to enforce the compliance with the Act:
    - a) to obtain and record data pursuant to the provisions of Section 12 (5) of the Act using a stationary electronic equipment or mobile electronic equipment;
    - b) to provide evidence of non-compliance of the obligations arising from the Act and to provide them to the District Offices and bodies of the Police Force of the Slovak Republic for the purposes of proceedings pursuant to the provisions of Sections 27 through 32 of the Act;
    - c) on the spot during the enforcement to collect the calculated amount of Toll;
    - d) to calculate the Toll from the distance of 650 km and the applicable rate, if it is not possible to ascertain the actual distance driven by the Vehicle on the Specified Road Sections;
    - e) to require an explanation from the Vehicle Driver that may contribute to the clarification of the facts relevant for detecting an offence or an administrative offence;
    - f) to require the Vehicle Driver to submit a proof of Toll payment;
    - g) to check the location, operation and use of the OBU;
    - h) to check the data entered into the OBU for the purpose of Toll calculation and settlement.
  5. If, in the fulfilment of service tasks or in connection with them service, the Vehicle Driver proves his/her identity under a special regulation (e.g. pursuant to the provisions of Section 9(2) and (3) of Act No. 124/1992 Coll. on Military Police, as amended, provision of Section 8 of Act No. 46/1993 Coll. on the Slovak Information Service, as amended, provision of Section 8 of Act No. 198/1994 Coll. on Military Intelligence, as amended, provision of Section 70(6) of Act No. 215/2004 Coll. on the Protection of Classified Information and on amending and supplementing certain acts as amended, the provision of Section 16(2) through (8) of Act No. 652/2004 Coll. on State Administration Bodies in Customs and on amending and supplementing certain acts, as amended), the person in charge of enforcement is entitled to require only the registration number of the service card from the Driver.
  6. The person entrusted with the enforcement is obliged to draw up an enforcement record.
  7. For the purpose of the order for payment procedure according to provision Section 29 through 31 of the Act, the Toll Collection Administrator or a person entrusted by the Toll Collection Administrator can enforce the compliance with the obligations of the Vehicle Operator and the Vehicle Driver under the Act by stationary electronic devices and mobile electronic devices of the Toll Selection Administrator or the person entrusted by the Toll Collection Administrator without stopping the Vehicle and without the co-operation of the Police Force of the Slovak Republic.
  8. For the purposes of the order for payment procedure under Section 29 through 31 of the Act, the Toll Collection Administrator or the person entrusted by the Toll Collection Administrator shall be entitled to:
    - a) to obtain and record data pursuant to the provisions of Section 12 (5) of the Act using a stationary electronic equipment or mobile electronic equipment;
    - b) to provide evidence of non-compliance with the obligations arising from the Act and to provide it to district offices;
    - c) calculate the amount of Toll;
    - d) to calculate the Toll of 650 km and the applicable rate, if it is not possible to ascertain the actual distance driven by the Vehicle on the Specified Road Sections;
    - e) to check the location, operation and use of the OBU;
    - f) to check the data entered into the OBU for the purpose of Toll calculation and settlement.
  9. Evidence of a breach of an obligation obtained and recorded in the manner provided for in item 7 of this chapter of the Terms and Conditions 1 may also be used in the decision-making process of offence proceedings according to provision of Section 27 of the Act or in the proceedings on the administrative offence according to Section 28 of the Act.

#### **Chapter VII.2**

##### **Method of Toll Payment at the Place of Enforcement**

1. The method of the supplementary Toll calculation and the amount of the supplementary Toll in a situation when the examined Vehicle does not have an OBU installed or the OBU is non-operational is ascertained at the place of examination by the person entrusted by the Toll Collection Administrator/the person entrusted by the enforcement performance according to chapter „Chapter VII.1“ item 4 of the Terms and Conditions 1.
2. The method of the outstanding Toll calculation and the amount of the outstanding Toll in a situation when the inspected Vehicle has incorrect or misleading data entered in the OBU will be ascertained at the place of enforcement by the person entrusted by the Toll Collection Administrator according to "Chapter VII.1" item 4 of the Terms and Conditions 1.
3. If it is not possible to ascertain the Vehicle emission class at the place and at the time of enforcement, pursuant to the Act, the person entrusted by the Toll Collection Administration shall set the emission class of EURO 0.
4. The Vehicle Operator and/or the Vehicle Driver are obliged to pay the calculated outstanding or levied supplementary Toll at the place and time of enforcement in cash, by a bank card or a fleet card.

#### **Article VIII.**

##### **Communication channels**

##### **Chapter VIII.1**

##### **Customer Services**

1. The System Operator provides customer services including especially the provision of services for the Vehicle Operators and/or Vehicle Drivers generally via Contact Points, Distribution Points, the Customer Service Line and electronic channels, in particular:
  - a) entering into the Contracts on the Use of Specified Road Sections including the acceptance of collaterals;
  - b) Vehicles registration;
  - c) release, replacement and receipt of OBUs;
  - d) receipt of payments;
  - e) refund of collaterals and excess payments in cash;
  - f) receipt and handling of claims, complaints and suggestions;
  - g) provision of information materials and
  - h) provision of information.
2. Complete information regarding the customer services is published on the Web Portal.

#### **Chapter VIII.2**

##### **Contact Point**

1. A Contact Point provides the following customer services for the Vehicle Operators in connection with the Contract on the Use of Specified Road Sections:
  - a) entering into, amendment or termination of the Contract on the Use of Specified Road Sections in the Prepay Toll Mode and the Vehicle registration;
  - b) entering into, amendment or termination of the Contract on the Use of Specified Road Sections in the Postpay Toll Mode and the Vehicle registration, including the acceptance of Bank Guarantees as a security for the Toll payment liability;
  - c) receipt of payments for Toll in the Prepay Toll Mode;
  - d) refund of unused prepaid tolls in cash limited to EUR 100;
  - e) provision of the statement of Toll transactions;
  - f) receipt of a supplementary Toll, i.e. allowing for an additional toll payment in the event that the Toll transaction has not been properly recorded (for example, due to a failure of the OBU or insufficient prepaid Toll);
  - g) information about the possibilities of fixed installation of the OBU;
  - h) consulting concerning electronic toll collection;
  - i) receipt of reports on technical issues;
  - j) receipt and resolution of claims, complaints and suggestions;
  - k) receipt of requests for refund;
  - l) provision of information regarding the details of settlement, producing of duplicates of accounting documents, clarification of possible objections to settlement; and
  - m) provision of information materials.
2. The System Operator may also provide some customer services provided through Contact Points also at another location than the premises of a Contact Point, namely via its sales representatives and/or fleet card issuers.
3. A complete list of Contact Points of the System Operator is published on the Web Portal.

#### **Chapter VIII.3**

##### **Distribution Point**

1. A Distribution Point provides for Vehicle Operators and/or Vehicle Drivers in connection with the Contract on the Use of the Specified Road Sections the following customer services:
  - a) entering into, amendment or termination of the Contract on the Use of Specified Road Sections in the Prepay Toll Mode and the Vehicle registration;
  - b) receipt of payments for Toll in the Prepay Toll Mode;
  - c) refund of unused prepaid tolls in cash limited to EUR 100;
  - d) receipt of a supplementary Toll, i.e. allowing for an additional toll payment in the event that the Toll transaction has not been properly recorded (for example, due to a failure of the OBU or insufficient prepaid Toll);
  - e) consulting concerning electronic toll collection;
  - f) receipt of reports on technical issues;
  - g) receipt of customer claims, complaints and suggestions;
  - h) receipt of requests for refund and
  - i) provision of information materials.

2. At a Distribution Point, it is not possible to enter into, amend, terminate or handle in any other way the Contract on the Use of Specified Road Sections in the Postpay Toll Mode.
3. A complete list of the System Operator's Distribution Points is posted on the Web Portal, including the location of self-service devices, which allow you to increase the amount of prepaid Tolls, find out the current balance of prepaid Toll, check the executed payments and used the Specified Road Sections.

#### **Chapter VIII.4**

##### **Customer Service Line**

1. The Customer Service Line is a customer telephone line providing customer services for the Vehicle Operators and/or the Vehicle Drivers non-stop.
2. The Customer Service Line provides for Vehicle Operators and/or Vehicle Drivers in connection with the Contract on the Use of the Specified Road Sections the following customer services:
  - a) provision of information from the statement of toll transactions;
  - b) consulting concerning electronic toll collection;
  - c) receipt of reports on technical issues;
  - d) receipt of customer claims, complaints and suggestions;
  - e) provision of information regarding the details of settlement, producing of duplicates of accounting documents, clarification of possible objections to settlement;
  - f) receipt of requests for sending of information materials, duplicates of accounting documents, statements of Toll transactions by post or e-mail.
3. Confidential information, personal data and related detailed information regarding a specific account of the Vehicle Operator is provided only after the verification of the caller to which this information is provided, only on the basis of answering identification questions related to selected data of the Contract on the Use of Specified Road Sections to an employee of the Customer Service Line.
4. The customer services are provided non-stop in Slovak, English and German and in Hungarian, Russian and Polish from 06:00 to 22:00.

#### **Chapter VIII.5**

##### **Web Portal**

1. The Web Portal provides for Vehicle Operators and/or Vehicle Drivers in connection with the Contract on the Use of the Specified Road Sections the following customer services:
  - a) sending of registration data for registering in the electronic toll collection system;
  - b) statement of toll transactions on the screen in the form of printing or a CSV file for download;
  - c) sending a report on technical issues;
  - d) sending of claims, complaints and suggestions as well as information on the status of their handling;
  - e) providing information on settlement details;
  - f) producing duplicates of accounting documents and
  - g) general information and documents for download necessary for the registration and operation of a vehicle within the electronic toll system.
2. The condition for the provision of some of the customer services stated above via the Web Portal is entering a login and a password, which protect the information against abuse by an unauthorised person.
3. After entering into the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit, the System Operator will deliver a login and a password for the user Web Portal to the Vehicle Operator. The Toll Collection Administrator is obliged to carry out and to apply all the security measures in order to prevent violation of the confidentiality of the login details by a third party; the Vehicle Operator is not authorised to give the password to a third party.
4. After termination of the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit, within 60 days after the termination of the contract, the access to the Web Portal, and thus the login and password will expire as well.
5. If the Vehicle Operator determines another person to handle the login and password, he/she is specifically required to authorise such person to receive and dispose of them.
6. Logins and passwords are non-transferable. The Vehicle Operator is responsible for all security measures necessary to prevent third parties from accessing them. If the event of access by a third party or another unauthorised abuse occurs, the Vehicle Operator is obliged to inform the Toll Collection Administrator accordingly. If there is unauthorised access provided to a third party or another unauthorised misuse, the System Operator is authorised to suspend the access of the Vehicle Operator to the user Web Portal. The System Operator and/or the Toll Collection Administrator shall not be liable for possible damage incurred by the Vehicle Operator in case of unauthorised access and/or abuse of the Web Portal.
7. If the Vehicle Operator forgets the login and/or password, it is obliged to inform the System Operator accordingly, whereby based on its request the System Operator will generate a new login and/or a new password. The Vehicle Operator is obliged to pay the costs related to generating a new login and/or password pursuant to the list of fees.

#### **Article IX.**

##### **Claims Procedure**

##### **Chapter IX.1**

##### **General Provisions**

1. The Claims Procedure regulates the legal relationship between the Toll Administrator and the Vehicle Operator in handling Claims regarding the accuracy and quality of the Electronic Toll Service provided to the Vehicle Operator and/or the Vehicle Driver.
2. The Claims Procedure is governed by the valid legal regulations of the Slovak Republic, in particular relevant provisions of:
  - a) Act No. 40/1964 Coll. the Civil Code as amended;
  - b) Act No. 513/1991 Coll. the Commercial Code as amended and
  - c) Act No. 99/1963 Coll. the Code of Civil Procedure as amended.
3. For the purposes of this Claims Procedure, a claim is understood as the right exercised by the Vehicle Operator and/or the Vehicle Driver based on the liability pertaining to the low-quality and/or defective provision of services by the Toll Collection Administrator requesting certain rectification or compensation for defective fulfilment (hereinafter referred to the "Claim"). This Claims Procedure also applies to claims by Vehicle Operators regarding inaccuracies in Toll settlement, prepaid Toll and fees related to Toll collection.
4. The Claims Procedure as an inseparable part of these Terms and Conditions 1 is also placed noticeably at Contact Points and Distribution Points and is also published on the Web Portal.

#### **Chapter IX.2**

##### **Basic Particulars of Claims Filing and Application**

1. Pursuant to this Claims Procedure, the Vehicle Operator, or a person entrusted on its behalf (hereinafter referred to as the „Authorised Person“), can initiate the claims procedure/apply a claim as follows:
  - a) on the basis of a written submission and via an email message to [info@emyto.sk](mailto:info@emyto.sk) or to the address of the System Operator's headquarters of a duly delivered claim;
  - b) based a claim filed in person at any Contact Point or Distribution Point, while the claim must also be put in writing (i.e. filed in writing);
  - c) based on a claim filed on the Web Portal through a secured access; and
  - d) on the basis of a claim filed by telephone, via the Customer Service Line.
2. A claim with the exception of the above mentioned item 1 (d) of this chapter of the Terms and Conditions 1 may be filed solely in writing on a form issued for that purpose by the System Operator or by completing and submitting the form on the Web Portal. Claim filing forms are available at Distributor Points and Contact Points as well as on the Web Portal.
3. The Vehicle Operator is obliged to state the reasons for the claim in the written claim and all the particulars specified on the official form, in particular name and surname or business name, address, the registered office of the company, the company ID number, the number of the Contract for the Use of Specified Road Sections and he/she is obliged to attach to the claim all the documents and evidence based on which the claim is made.
4. A Vehicle Operator has the right to file a claim within 30 days from the day on which it discovered or first may have discovered the grounds for the claim. If the Vehicle Driver became aware of the subject of the claim before the Vehicle Operator, the 30-day period starts to run on the day when the Vehicle Driver learned of it or first may have learned of it.
5. The Service Operator reserves the right not to accept a claim:
  - a) if it is not filed at the location and in the manner required by this claims procedure and/or not filed within the specified period;
  - b) if it is incomplete and/or unclear/uncertain/anonymous and the Vehicle Operator even within 14 days after the delivery of a request by the System Operator for supplementation does not supplement the Claim with the missing data and documents stated in the written request for supplementation or
  - c) if the Claim involves facts to which the Claims Procedure does not apply.
6. Costs of the claim procedure until the moment of the decision about the claim shall be borne by the System Operator - this does not apply to any costs of the Vehicle Operator/Vehicle Driver arisen in connection with the claim procedure.
7. In case of not accepting a claim according to item 5 of this chapter of the Terms and Conditions 1, the claim procedure is not considered as initiated.

#### **Chapter IX.3**

##### **Claim Handling Period and Method of Handling**

1. The claims procedure starts on the day of due filing/acceptance of the claim pursuant to the provisions of this claim procedure, which forms a part of the Terms and Conditions 1. The start of the claims procedure is understood as:
  - a) with postal shipments - the day of due delivery of the complete claim to the Operator's registered office (stamp, date of the delivered mail);
  - b) by e-mail - the next working day after the day of due delivery of a complete claim to [info@emyto.sk](mailto:info@emyto.sk);
  - c) with delivery in person at a Contact Point and Distribution Point - the next working day following the day of receiving the claim at a Contact or Distribution Point,
  - d) on the Web Portal - by sending from the Portal using the authorised access - the next working day following the electronic sending of a completely filled claim form using an authorised access;
  - e) with due reporting by phone - the next working day after the day of making the phone call. In case of filing a claim on the phone, a written form for handling the claim is not required.

- The System Operator is obliged to handle the claim without unreasonable delay, however within five working days at the latest.
- In case that the claim is incomplete, i.e. in accordance with item 5 "Chapter IX.2" of the Terms and Conditions 1 it was incomplete and/or unclear, the period for resolving the claim starts to run on the day of complete supplementation of the missing information.
- The claims procedure shall end on the day of the claim resolution, which shall be the end of the claims procedure.
- The contact person stated on the claims form shall be informed about the handling of the Claim by sending of a written statement or by its placement on the Web Portal with a direct authorised access. If a claim is submitted by phone, the written form of the claim for its resolution is not required. When filing of the Claim on the phone, an announcement on the phone of its resolution is considered to be its resolution.

**Chapter IX.4**  
**Claims of Inconsistencies in Toll Settlement**

- If the Vehicle Operator finds an inconsistency in the Toll settlement, it is entitled to file a claim regarding this fact at the latest within 60 days after the day on which the Electronic Toll Collection System records such a claimed Toll transaction, however, not later than 30 days after the day on which the Vehicle Operator discovered the reason for filing the claim.
- If the Operator of a vehicle that uses the Prepay Toll Mode payment scheme discovers an inconsistency in the settlement of the prepaid toll, it is entitled to complain of this fact no later than the next day after the receipt of the relevant billing document - the invoice. In the event of an increase in the amount of the prepaid toll using an incorrect registration data of the Vehicle Operator and/or the Vehicle, the Toll Collection Administrator shall refund the amount of the prepaid Toll the Vehicle Operator only if the amount in question has not been used to pay the Toll and/or refunded as unused prepaid Tolls.
- If the Vehicle Operator to which the claim is related does not know the reasons for the claim earlier, the time limit for applying the claim begins to run on the date of delivery or handover of the relevant accounting document, for example invoice for settling the toll in the Postpay Toll Mode, the proof of payment of the prepaid toll/receipt of payment (invoice) or refund statement (credit note) in the Prepay Toll Mode, toll surcharge, outstanding toll, receipt of payment (invoice) for Toll paid at the time and the place of enforcement, etc. to the Vehicle Operator, its Authorised Representative and/or the Vehicle Driver.
- If, on the basis of an accepted claim, the Toll Collection Administrator is required to refund a certain amount of money, the method of payment shall be determined by appropriate application of the rules of this claims policy for refunding Toll excess payments, unless the System Operator agrees with the Vehicle Operator otherwise.
- In case of an accepted claim for a toll surcharge and/or outstanding toll, the System Operator is entitled to refund the amount of the money without any original rounding.

**Chapter IX.5**  
**Complaints and disputes**

In all complaints and disputes arising out of the claim procedure/claim policy, in the event of non-acceptance of the conclusions of the claim procedure/consequences of the claims procedure under these Terms and Conditions 1, the applicable provisions of Act No. 160/2015 Coll. the Civil Procedure Code as amended shall be followed.

**Article X.**  
**Interim and Final Provisions**

**Chapter X.1**  
**Amendments of the Terms and Conditions 1**

- The Toll Collection Administrator shall have the right to amend, supplement and/or replace these Terms and Conditions 1 and the list of fees unilaterally, in particular in case of amending and supplementing the Applicable Legislation, based on which these Terms and Conditions 1 have been issued. The current version of the Terms and Conditions 1 is posted on the web portal of the Toll Collection Administrator and/or on the Web Portal.
- In accordance with the Applicable Legislation, amendments, supplements or replacement of the Terms and Conditions 1 will take effect by their posting by the Toll Selection Administrator on its web portal and/or the Web Portal. If the Vehicle Operator does not agree to the amendment of the Terms and Conditions, it may within 30 days of the date of their publishing withdraw from the Contract on the Use of Specified Road Sections. Withdrawal from the Contract on the Use of Specified Road Sections is the responsibility of the Vehicle Operator to be made exclusively in writing to the address of the registered office of the System Operator.

**Chapter X.2**  
**Document delivery and communication**

- Documents designated for the Toll Collection Administrator and/or the System Operator shall be delivered, unless otherwise specified in these Terms and Conditions 1, exclusively by the following means:
  - in person at any Contact Point or Distribution Point;
  - via e-mail to [info@emyto.sk](mailto:info@emyto.sk);
  - to the registered office of the System Operator;
  - through the secure access Web Portal; and
  - fax.
- The Toll Collection Administrator and/or the System Operator shall deliver the documents to the Vehicle Operator by post to an address for this purpose designated upon the conclusion of the Contract on the Use of Specified Road Sections or upon the conclusion of an amendment to the Contract on the Use of the Specified Road Sections and/or to the address of the registered office/place of business/permanent residence of the Vehicle Operator. It is considered that the document sent to the Vehicle Operator of using the postal service operator was received on the third working day from the date of its dispatch. In case of a document sent to an address outside the Slovak Republic, it is deemed to have been received on the seventh working day from the date of its dispatch.
- The Toll Administrator and/or the System Operator shall deliver the documents to the Vehicle Operator by e-mail to the e-mail address specified upon the conclusion of the Contract on the Use of the Specified Road Sections or upon the conclusion of an amendment to the Contract on the Use of Specified Road Sections and/or to the e-mail address specified in the customer submission and/or the claims form. The document is deemed to have been delivered by receiving the acknowledgement that the mail server has delivered the message.
- Unless otherwise stated in these Terms and Conditions 1, the Vehicle Operator, its authorized representative and/or the Vehicle Driver shall deliver the documents to the Toll Collection Administrator and/or the System Operator primarily in Slovak, Czech or English. This is without prejudice to the right of the Toll Collection Administrator and/or the System Operator to use only Slovak or English language in written communication with the Vehicle Operator.

**Chapter X.3**  
**Personal data processing**

- Národná diaľničná spoločnosť, a.s., registered office Dúbravská cesta 14, 841 04 Bratislava, Slovak Republic, Company ID No.: 35 919 001, Tax ID No.: 2021937775, VAT ID No.: SK2021937775, recorded in the Business Register of the District Court Bratislava I in Section: Sa, insert no. 3518/B (hereinafter referred to as the "Operator") is the operator of the Electronic Toll Collection System in which the personal data of the Vehicle Operators (legal entities, including the personal data of natural persons representing these legal persons and natural persons) and Vehicle Drivers (hereinafter referred as the "Data Subjects") are processed for the purpose of electronic toll collection for the use of Specified Road Sections by Vehicles.

- On 13 January 2009 the Operator signed with SkyToll, a.s., registered office at Westend Square, Lamačská cesta 3/a, 841 04 Bratislava, Slovak Republic, company ID no.: 44 500 734, Tax ID No.: 2022712153, VAT ID No.: SK2022712153, recorded in the Business Register of the District Court Bratislava I in Section: Sa, file no. 4646/B, "Contract on the Provision of the Complex Service of Electronic Toll Collection", based on which SkyToll a.s., following the provision of Section 12(2) of the Act, pursuant to Section 34 of Act no. 18/2018 Coll., acts in the position of a Processor (hereinafter referred to as the "Processor").
- The Controller and the Processor are, in compliance with the provisions of Section 5(e) of Act no. 18/2018, as well as in accordance with the provisions of Section 12(5) of the Act, authorised to process the following personal data:
  - the Vehicle license plate number and a photo display of the Vehicle;
  - vehicle technical data;
  - OBU ID;
  - the distance driven on the road;
  - the Toll rate and the amount of calculated Toll;
  - data about the Vehicle Operator pursuant to the provisions of Section 8(1) of the Act and vehicle registration data pursuant to the provisions of Section 111(2) and the provisions of Section 113(1) of Act No. 8/2009 Coll. on Road Traffic on amending and supplementing certain acts as amended;
  - geographic location data of the Vehicle;
  - data on the instantaneous weight of the Vehicle.
- The data about the Vehicle Operator under the aforesaid letter f) of this chapter of the Terms and Conditions 1 shall be considered, in particular:
  - the company name, the address of the place of business if the vehicle operator is a natural person - entrepreneur; or name, surname, personal ID no. or the date of birth, address of residence, nationality, ID card number or passport number if the Vehicle or Vehicle Combination Operator is other natural person;
  - the company name and the registered office if the Vehicle Operator is a legal person;
  - name and surname, personal ID number or date of birth, nationality and home address of the Vehicle Driver or the authorized representative of the Vehicle Operator;
  - the ID card or passport number of the Vehicle Driver or its Authorised Representative and the driver's license number of the Vehicle Driver;
  - ED ID number of the Vehicle Operator organisation, if assigned, or the equivalent data corresponding to another country;
  - tax ID number of the Vehicle Operator (if assigned);
  - registration data of the Vehicle Operator in the business register or a similar register, if registered in such register;
  - Vehicle license plate number and the country where the Vehicle is registered;
  - the vehicle category, the maximum total permissible weight of a vehicle, the number of axles and the vehicle emission class;
  - an indication whether the Vehicle is equipped with a device or a modification that could prevent the correct functioning of the OBU;
- The Operator and the Intermediary are following the provisions of Section 12(6) of the Act entitled to process, according to the relevant provisions of Act No. 18/2018 Coll., the personal data of the Vehicle Operator, in case of a physical person, of the Authorised Representative of the Vehicle Operator and the Driver of Vehicle in the scope of title, name, surname, personal ID number or date of birth, permanent address, nationality, ID card number, passport number and driver's license number.
- The Controller and the Processor are not authorized to process the data referred to in Section 12(5) and (6) of the Act on Vehicles Exempt from Toll pursuant to the provision of Section 3(1)(a, b, d, i through k) of the Act (i.e. on vehicles belonging to the Ministry of the Interior of the Slovak Republic and the Police Force, the Ministry of Defense, the Armed Forces of the Slovak Republic and the North Atlantic Treaty Organization, the Slovak Intelligence Service, the Prison and Judicial Guards Corps and the Financial Administration) and about their operators and drivers.
- The obligation to provide personal data ensues for data subjects from the applicable legislation of the Slovak Republic, while the refusal to provide personal data on the part of the data subjects will result in the impossibility of entering into the Contract on the Use of Specified Road Sections and therefore the impossibility to use the Specified Road Sections.
- The personal data of the data subjects are acquired for the purpose specified above pursuant to the provisions of Section 13(1) (c) of Act no. 18/2018 Coll., without the consent of the data subject, on behalf of the Operator and are kept for a period specified in the registrar's schedule and in the Operator's registry code.
- The personal data shall not be disclosed, and the Processor, in accordance with Section 48 of Act no. 18/2018 Coll., does not intend to transfer the personal data to a third country or an international organization.
- The Processor has, in accordance with the provisions of Section 44 of Act no. 18/2018 Coll., a designated responsible person who can be contacted via an e-mail message [ondr@emyto.sk](mailto:ondr@emyto.sk).
- In accordance with the provisions of Section 21 through 24 of Act no. 18/2018 Coll., a data subject has the right to request access to the personal data related to the data subject, the right to rectification, restriction of processing and deletion of the personal data.
- Data subjects have the right to object to the processing of personal data in accordance with the provisions of Section 27 of Act no. 18/2018 Coll. and are entitled to use the appropriate remedies in the form of filing a complaint in accordance with the provisions of Section 100 of Act No. 18/2018 Coll.

**Chapter X.4**  
**Final Provisions**

- Legal relationships not governed by these Terms and Conditions 1 or the Contract on the Use of Specified Road Sections shall be governed, in particular, by the Applicable Legislation as well as by the relevant provisions of Act No. 513/1991 Coll. the Commercial Code as amended and other related legislation.
- By signing the Contract on the Use of Specified Road Sections, the Vehicle Operator, the Vehicle Driver and/or the Authorized Representative declare that they have duly acquainted themselves with the provisions of these Terms and Conditions 1 prior to signing the Contract on Use of Specified Road Sections.
- These Terms and Conditions 1 are executed in Slovak language. In case of producing other language versions of these Terms and Conditions 1, in case of any conflict/dispute/interpretation issue or other ambiguity, the Slovak language version shall prevail.
- These Terms and Conditions 1 become binding on the Vehicle Operator and/or the Vehicle Driver and/or the Operator of a Vehicle exempt from toll from the date of filing the application for registration in the Electronic Toll Collection System until the mutual claims and obligations between the Toll Collection Administrator and the Vehicle Operator and/or the Vehicle Driver are fulfilled, even though the aforementioned fact does not occur only after termination of the Contract on the Use of Specified Road Sections.
- In the event that any dispute arises between the Vehicle Operator and/or the Vehicle Driver and the Toll Collection Administrator, this dispute shall be dealt with in accordance with chapter "Chapter X.5" of the Terms and Conditions 1 in a substantive and functional manner by the relevant Slovak court of local jurisdiction according to the registered office of the Toll Collection Administrator.
- These Terms and Conditions 1 will enter into force and effect on 25 May 2018 and will be updated as of the date of the Applicable Legislation coming into force and effect.

Národná diaľničná spoločnosť, a.s.