

# ANNEX 1 TO THE CONTRACT ON THE PROVISION OF THE ON-BOARD UNIT – GENERAL BUSINESS TERMS AND CONDITIONS OF THE SYSTEM OPERATOR

Valid as of 25/05/2018

The System Operator issues the following **General Terms and Conditions** (also referred to as "**Terms and Conditions**").

## Article I. General Provisions

### Chapter I.1

#### Basic provisions and subject matter of Terms and Conditions 2

1. 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 (hereinafter referred to as "the **System Operator**"), is based on the relevant provisions 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 (hereinafter referred to as the "**Act** ") and the Contract on the Provision of 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/System Operator (hereinafter referred to as the "**Contract** "), authorized to operate the toll collection, to enter into contracts pursuant to the provision of Section 7 and the provision of Section 11(2) of the Act, the construction of points of sale, distribution points and contact points pursuant to Section 12 (3) of the Act, including toll collection enforcement according to the Act, and at the same time to provide the complex service of electronic toll collection, entitled to provide an On-Board Unit.
2. The System Operator in accordance with the relevant provisions of the Act, Decree No. 475/2013 Coll., which defines the 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 amending and supplementing certain acts, 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 using specified road sections, as amended (hereinafter referred to as "**Regulation** ") - Act and Decree and General Decree and Regulation jointly also as the "**Applicable Legislation**"), issues these General Terms and Conditions of the System Operator, which regulate the details regarding the rights and obligations of the Toll Collection Administrator, Vehicle Operator, Vehicle Drivers and Vehicle Operators exempt from toll for the use of specified road sections, as well as legal relation arising based on the conclusion of the Contract on the Provision of the On-Board Unit, based on which the On-Board is provided for the purpose of electronic toll collection.
3. These Terms and Conditions 2 do not apply to the part of the complex service of electronic toll collection related to the use of Specified Road Sections and for which the Toll Collection Administrator has issued separate General Terms and Conditions ("**Terms and Conditions 1**").
4. Unless the context of these General Terms and Conditions of the System Operator indicates otherwise, in the Terms and Conditions 2:
  - (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.
5. The titles of the individual articles of the Terms and Conditions 2 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 2.

### Chapter I.2

#### Basic terms

The terms listed below, which are used in these Terms and Conditions 2, shall have the following meaning:

- a) **Toll Collection Administrator** - the Toll Collection Administrator is 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 the Act by the Toll Collection Administrator, which also fulfils the role of the toll authority pursuant to article 2 (k) of the Commission 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);
- 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 Operator of the System, 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 the 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 National Motorway Company (Národná diaľničná spoločnosť, a.s.) 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 provision 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 with the European Electronic Toll Service provider a contract on the use of Specified Road Sections, unless 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 on the foreign-registered registration certificate shall be considered as 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 Authorized 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 Defence 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)(i) of Act no. 129/2002 Coll.; (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 valuable 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 tolling 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 tolling 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, M1G 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. Tolls can be paid in cash, via wire transfer, payment card or in another way approved by the Toll Collection Administrator, or 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 Highway 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 that only 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, M1G 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 vehicle combination weight;
- 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 Collection System defined in letter q) of these Terms and Conditions 2;
- o) **Toll transaction** - is, in accordance with the Applicable Legislation and the Contract, an 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 means of 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 it is operated by the System Operator; in accordance with the provisions of Section 1(2) the Electronic Toll Collection (ETC) 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 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 provide a notice of theft or loss of the OBU to the Electronic Toll Collection System and block/deactivate 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 recording of 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 provision 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 concluding 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 its Authorized Representative and the driver's license number of the Vehicle Driver, 5. ID number of the Vehicle Operator, 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 claim 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 On-Board Unit;
- v) **Prepay toll mode** - is, in accordance with the Applicable Legislation and the Contract, the mode in which you can use the Specified Road Sections after paying a collateral to cover for a Toll payment;
- w) **Postpay toll mode** - is, 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 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 System;
- 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 Toll Mode as well as the Prepay Toll 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 Toll 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 Toll Mode;
- aa) **Web Portal** - is a portal (www.myto.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;
- bb) **Fleet Card** - is a payment card accepted by the System Operator, by means of which it is possible to pay fees and/or contractual penalties, as well as a payment card that can be used to secure the fee payment liability in the Postpay Toll mode;
- cc) **Bank Card** - is a payment card issued by a financial institution (a debit or credit card) and a means of payment accepted by the System Operator, by means of which it is possible to pay for fees and the deposit in favour of the System Operator at Contact Points or Distribution Points, or through the Web Portal;
- dd) **Deposit** - is a financial deposit that the Vehicle Operator and/or the Vehicle Driver is required to provide to the System Operator to securing the return of an OBU.
- ee) **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;
- ff) **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 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;
- gg) 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, file 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;
- hh) Day - means a calendar day, unless otherwise specified in these Terms and Conditions 2;
- ii) *Statutory amount of late interest* - means late interest of 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 a financial 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 OBUs calculate 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, weight, number of axes, emission class), the Central Information System calculates 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 the 2nd class and the 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 2.
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 2.
4. The Contract on the Provision of the On-Board Unit 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 2 shall apply accordingly.
6. If the Vehicle Operator or the Vehicle Owner is a designated holder of the vehicle technical certificate who is not recorded on the vehicle 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. If in the Prepay Toll Mode it is not possible to ascertain the data about the Vehicle Operator from the vehicle technical certificate or from the vehicle registration certificate, the Vehicle Operator and/or the Vehicle Driver is obliged to submit an extract from the Companies Register or similar register for identification of the Vehicle Operator.
8. The Contract on the Provision of the On-Board Unit 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 the vehicle technical certificate or the vehicle registration certificate.
9. The fact that the Vehicle Leader has not been authorized 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 III.2" of these Terms and Conditions 2.

##### Chapter II.2

#### Documents submitted by the Vehicle Operator with 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 2 are obliged to submit the vehicle technical certificate or the vehicle registration certificate, valid personal ID card or passport or a similar document certifying the identity, valid driver's license, an extract from the Companies 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 a request 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 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 2 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.

#### Contract on the Provision of the On-Board Unit

##### Chapter III.1

#### Conclusion of the Contract on the Provision of the On-Board Unit

1. The Contract on the Provision of the On-Board Unit can be concluded by the Vehicle Operator, its authorized representative and/or the Vehicle Driver only after concluding the Contract on the Use of Specified Road Sections, while the Contract on the Provision of the On-Board Unit can be concluded only in the same mode as the Contract on the Use of Specified Road Sections was concluded.
2. Based on the conclusion of the Contract on the Provision of the On-Board Unit, the Vehicle Operator, its authorized representative and/or the Vehicle Driver shall, irrespective of the toll payment mode selected, be required to pay the Deposit prior to the issuance of the OBU and the obligation to pay the Deposit shall apply to each OBU provided by the System Operator.
3. The Contract on the Provision of the On-Board Unit can be concluded by the Vehicle Operator or its authorized representative in the Postpay Toll Mode:
  - a) in person at Contact Points or
  - b) through Fleet Card Issuers approved by the System Operator, the list of which is displayed on the Web Portal.
4. The Contract on the Provision of the On-Board Unit 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.
5. Before entering into the Contract on the Provision of the On-Board Unit, the persons who are authorised to enter into the Contract on the Provision of the On-Board Unit pursuant to these Terms and Conditions 2 shall submit the documents according to "Chapter II.2" of the Terms and Conditions 2 to the System Operator for the purpose of concluding the Contract on the Provision of the On-Board Unit.
6. Important requirements of the Contract on the Provision of the On-Board Unit include:
  - a) the identification details of the Contracting Parties, as defined by the relevant provisions of Terms and Conditions 1, as well as first and surname, personal ID number or the date of birth, the address of domicile/permanent residence, nationality, ID card or passport number of the person concluding the Contract on the Provision of the On-Board Unit on behalf of the Vehicle Operator;
  - b) the identification number of the OBU and the license plate number of the vehicle to which it is assigned;
  - c) the amount and the form of the Deposit for securing the obligation of returning the OBU and its accessories;
  - d) contractual penalty.
7. The Contract on the Provision of the On-Board Unit in Postpay Toll Mode, except for the items defined in item 6 of this Chapter includes also:
  - a) the invoice maturity, which is 14 calendar days, unless otherwise agreed with the System Operator;
  - b) the contact details of the person responsible for billing and payments of the Vehicle Operator;
  - c) recommendation concerning the fixed installation of the OBU in the Vehicle.
8. The Vehicle Operator, its authorized representative and/or the Vehicle Driver are responsible for the accuracy, completeness and truthfulness of all data included in the Contract on the Provision of the On-Board Unit.
9. If the Vehicle Operator has a Vehicle registered in the Electronic Toll Collection System and at the same time there are liabilities of the Vehicle Operator for this Vehicle recorded and 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 Provision of the On-Board Unit or a proposal for an amendment to the concluded Contract on the Provision of the On-Board Unit.
10. 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, obliged to equip the vehicle with an OBU, and if the vehicle exemption from payment is space limited, the Operator of the vehicle is exempt from Toll for the use of the Specified Road Sections and equipping the Vehicle with an OBU exclusively within this space limitation.

##### Chapter III.2

#### Amendment of the Contract on the Provision of the On-Board Unit

1. An amendment to the Contract on the Provision of the On-Board Unit in the Postpay Toll Mode can be executed by the Vehicle Operator or its Authorised Representative in person at a Contact Point or via a Fleet Card issuer, namely with appropriate application of the provisions governing the conclusion of the Contract on the Provision of the On-Board Unit.
2. An amendment to the Contract on the Provision of the On-Board Unit in the Prepay Toll Mode can be executed by the Vehicle Operator or its Authorised Representative or also by the Vehicle Driver in person at a Contact Point or a Distribution Point, namely with appropriate application of the provisions governing the conclusion of the Contract on the Provision of the On-Board Unit.
3. The Vehicle Operator, its Authorised Representative or in the Prepay Toll Mode also the Vehicle Driver are obliged to announce any changes of data specified in the Contract on the Provision of the On-Board Unit to the System Operator immediately but within 5 days at the latest after these changes occur or they have learned or might have learned about them, whereby the Toll Collection Administrator/System Operator is authorized to execute these changes in 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 Provision of the On-Board Unit.
4. The Vehicle Operator, an Authorised Representative or the Vehicle Driver shall announce a change of the total vehicle weight, the vehicle category and the emission class to the System Operator immediately, however before entering the Specified Road Sections at the latest. A change in the number of axes 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.
5. The System operator shall, without undue delay, register changes in the Electronic Toll Collection System and, if the essential elements of the Contract on the Provision of the On-Board Unit, the Vehicle Operator and/or the Vehicle Driver shall conclude an addendum to the existing Contract on the Provision of the On-Board Unit or a new Contract on the Provision of the On-Board Unit has been concluded.
6. The Vehicle Operator or the Vehicle Driver is not authorized to use the Specified Road Sections by a vehicle until an amendment to the existing Contract on the Use of the Specified Road Sections a new Contract on the Use of Specified Road Sections has been concluded, and at the same time until an amendment to the existing Contract on the Provision of the On-Board Unit or a new Contract on the Provision of the On-Board Unit or until a new Contract on the Provision of the On-Board Unit has been concluded.
7. 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 9, chapter "0" of these Terms and Conditions 2 shall apply.
8. When changing the technical data of a vehicle listed in the vehicle technical certificate or the vehicle registration certificate, the Vehicle Operator, its authorized representative and, in the case of the Prepay Toll Mode, the Vehicle Driver is required to request a new registration of the Vehicle in the Electronic Toll Collection System and subsequently to make an amendment to the existing Contract on the Provision of the On-Board Unit or a new Contract on the Provision of the On-Board Unit.
9. In the event of a change (removal, addition) of a Vehicle or parameters related to the Vehicle, or in the case of an OBU replacement, the Contract on the Provision of the OBU shall be amended only in that part relating to the assignment of the OBU to the Vehicle and/or the assigned OBU.

##### Chapter III.3

#### Termination of the Contract on the Provision of the On-Board Unit

1. The Contract on the Provision of the On-Board Unit shall be terminated upon the return of a functional and undamaged On-Board Unit, including its accessories as defined in the OBU User Manual, to the System Operator. An OBU is also considered to be an operational and undamaged if the System Operator has acknowledged a claim for this OBU.
2. Returning to an operational and undamaged OBU shall terminate the Contract on the Provision of the On-Board Unit as a whole or in the part related to the Vehicle to which this OBU was assigned in the Electronic Toll Collection System.
3. In the event of termination of the Contract on the Provision of the On-Board Unit, the right to use the Specified Road Sections based on the Contract on the Use of Specified Road Sections by the Vehicle to which the returned OBU had been assigned in the Electronic Toll Collection System will also be terminated.
4. The Contract on the Use of Specified Road Sections shall also be terminated with the expiration of 6 months after the day of recording the last Toll Transaction by the OBU assigned to the Vehicle and by a written notice of termination by one of the parties.
5. If based on the Contract on the Use of Specified Road Sections, the Vehicle Operator uses Specified Road Sections by several of its Vehicles, the Contract on the Use of Specified Road Sections is 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.
6. Termination of the Contract on the Use of Specified Road Sections also terminates the Contract on the Provision of the On-Board Unit and the Vehicle Operator and/or the Vehicle Driver is obliged to return the operational and undamaged OBU to the System Operator without unreasonable delay, however within 14 days after termination of the Contract on the Use of Specified Road Sections at the latest. If the OBU is not returned within a specified time limit, the Vehicle Operator is required to pay the System Operator a contractual fine according to the current list of fees.
7. According to this chapter the Contract on the Provision of the On-Board Unit can be terminated exclusively after proper and complete settlement of all the liabilities resulting from the Contract on the Provision of the On-Board Unit in the Prepay Toll Mode. Termination of the Contract on the Provision of the On-Board Unit 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 and into effect on the date of due settlement of all the liabilities ensuing from the aforesaid Contract on the Provision of the On-Board Unit in the Postpay Toll Mode.

#### Article IV.

##### Securing the obligation of returning the OBU and contractual penalties

- The Vehicle Operator, its authorized representative or in the Prepay Toll Mode also the Vehicle Driver are required to pay a Deposit to the System Operator for each provided OBU.
- The Deposit must be paid in favour of the System Operator based on the concluded Contract on the Provision of the On-Board Unit before the OBU is issued.
- The amount of the Deposit is EUR 50.
- The payment of the Deposit can be made in the following ways:
  - in cash at Contact Points;
  - in cash at Distribution Points, if the OBU is assigned to a Vehicle that is listed in the Contract on the Use of Specified Road Sections under the Prepay Toll Mode;
  - by a wire transfer directly to the System Operator's account under the Postpay Toll Mode;
  - by a bank card at a Contact Point and/or Distribution Point according to the Contract on the Use of Specified Road Sections, whereby the bank card must be approved by the System Operator. The list of accepted bank cards is published on the Web Portal.
- The Deposit shall be refunded to the Vehicle Operator, its Authorised Representative and/or Vehicle Driver upon the return of the OBU. The OBU must be undamaged and fully operational.
- If the Vehicle Operator and/or Vehicle Driver does not return the OBU or if the OBU has been lost or stolen, the System Operator is entitled to exercise its entitlement to the Deposit and the contractual penalty according to the current list of fees. The System Operator shall issue a new OBU to the Vehicle Operator and/or the Vehicle Driver only after the payment of the contractual penalty defined in this item of the article "0" of the Terms and Conditions 2 and of the Deposit in favour of the System Operator for this newly provided OBU.
- In the event of damage or destruction of the OBU, the System Operator shall carry out an assessment of the damage or destruction of the returned OBU. Based on this assessment, the System Operator is entitled to exercise its entitlement to the Deposit/portion of the Deposit and the applicable contractual penalty according to the current list of fees, and if the result of the assessment is the destruction of the OBU, the System Operator shall issue a new OBU to the Vehicle Operator and/or the Vehicle Driver only after the payment of the contractual penalty defined in this item of the article "0" of the Terms and Conditions 2 and of a new Deposit in favour of the System Operator for this newly provided OBU.
- If the Vehicle Operator and/or Vehicle Driver do not return the OBU accessories or their part, or they return the OBU accessories damaged, the System Operator is entitled to apply a contractual penalty according to the current list of fees, i.e. reduce amount of the refund of the Deposit by the cost of the accessories to the OBU.
- If the Vehicle Operator and/or Vehicle Driver do not return the OBU including the battery and/or the battery cover, the OBU shall be considered damaged and the System Operator is entitled to apply a contractual penalty according to the current list of fees, i.e. decrease the sum of the refunded Deposit by the fee for the damaged OBU.

#### Article V. On-Board Unit

- Only the OBU can be used in the Vehicle which is assigned to the Vehicle by the System Operator based on the Contract on the Provision of the On-Board Unit. The OBU is not transferable.
- The System Operator requires the use of the OBU exclusively with original accessories. Modifying the unit or using any supplemental accessories automatically invalidated any claim made by the Vehicle Operator and/or Vehicle Driver related to the proper functioning of the OBU.
- The OBU must only be operated in the manner prescribed by the Applicable Legislation, Terms and Conditions 2 and the OBU User Manual.

#### Chapter V.1 Installation and Placement of the OBU

- The Vehicle Operator and, in the case of registration of the Vehicle in the Prepay Toll Mode also the Vehicle Driver are responsible for the proper installation and placement of the OBU in the Vehicle in accordance with the Applicable Legislation and the OBU User Manual, and in the manner to enable in particular obtaining data necessary for toll calculation and enforcement.
- The installation of the On-Board Unit is defined as the physical connection of the On-Board Unit to the Vehicle's power system.
- Placement of the OBU is defined as the spatial arrangement of the position of the OBU on the windshield of the Vehicle.
- If the vehicle is equipped with a device or modified in such a way that could prevent the proper functioning of the OBU, the Vehicle Operator and/or Vehicle Driver are obliged to install an external antenna supplied by the System Operator and to install the antenna in the On-Board Unit according to the OBU User Manual.
- If the Vehicle Operator has entered into the Contract on the Use of Specified Road Sections or the Contract on the Provision of the On-Board Unit in the Postpay Toll Mode, it is entitled to secure the fixed installation of the OBU in the Vehicle at its own expense.
- The System Operator is required to publish a list of the authorised partners at each Contact Point and Distribution Point as well as on the Web Portal.
- For the fixed installation of the OBU, the System Operator recommends using of a special original mounting kit, which the Vehicle Operator can purchase at a Contact Point.

#### Chapter V.2 On-Board Unit Setting

- The Vehicle Operator is responsible for the correct setting of the OBU, and before and during driving on the Specified Road Sections also the Vehicle Driver. Setting the OBU is understood as entering the correct data in the OBU, in particular the vehicle category and the number of axes.
- Upon the receipt of the OBU, the person appointed by the System Operator must set, based on the registration data defined in the Terms and Conditions 1, the vehicle category, the total vehicle weight, the number of axes of the vehicle and the vehicle emission class. If the vehicle registration certificate, the vehicle technical certificate, the vehicle certificate, the manufacturer's certificate or the manufacturer's representative certificate do not specify the vehicle emission class, the EURO 0 emission class shall be set. The Vehicle Operator or the Vehicle Driver checks the accuracy of the data set upon receiving the OBU.
- If there is a change in the number of axes of 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 to the actual condition of the Vehicle prior to using or furthering using of the Specified Road Sections.
- If as a result of the incorrect setting of the OBU by the Vehicle Operator, the Electronic Toll Collection System applies a higher Toll rate than the Toll rate which corresponds to the actual category of the Vehicle, the Vehicle Operator is obliged to pay the Toll calculated at the higher rate. The Vehicle Operator is entitled to file a claim in connection with an incorrectly set OBU by the System Operator, according to the claims procedure.
- If as a result of the incorrect setting of the OBU by the Vehicle Operator, the Electronic Toll Collection System applies a higher Toll rate than the Toll rate which corresponds to the actual category of the Vehicle, the Vehicle Operator is obliged to pay the Toll calculated at the higher Rate.
- If a change in the registration data requires a change in the OBU setting on the part of the System Operator, the Vehicle Operator is immediately obliged to provide the OBU to the System Operator at a Contact Point or a Distribution Point according to the selected mode.

#### Chapter V.3 Use of the On-Board Unit

- The Vehicle Operator and/or Vehicle Driver are required to use the OBU in accordance with the Act, these Terms and Conditions 2 and the OBU User Manual. The Vehicle Operator and/or the Vehicle Driver is required to check the functionality and the proper setting of the OBU before the journey, during the journey and after completing the journey on the Specified Road Sections.
- When checking the OBU functionality before a journey, the Vehicle Driver is required, before entering the Specified Road Sections, to check if the setting of the number of axes of the Vehicle is correct.
- The Vehicle Driver may turn off the OBU audio signal, which informs the driver of the proper functioning of the OBU. Turning off the OBU audio signal does not relieve the Vehicle Driver of the obligation to check the functionality and proper settings of the OBU while driving. Turning off the audio signal does not relieve the Vehicle Operator and/or the Vehicle Driver of the responsibility to comply with the obligations defined by the Applicable Legislation and these Terms and Conditions 2.
- If the Vehicle Operator and/or the Vehicle Driver finds an error in the OBU settings after completing a journey on a specified road section, it shall be obliged to immediately notify the System Operator of the data necessary for correct calculation of the toll, while if an incorrect OBU setting creates an outstanding toll, the Vehicle Operator shall pay this outstanding amount of toll.
- If due to an incorrect setting of the OBU an excess payment of Toll occurs, the Vehicle Operator may request a refund in accordance with the Terms and Conditions 1.
- If there is a malfunction or damage to the OBU while driving on the Specified Road Sections, the vehicle driver is 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 System Operator on the Customer Service Line. For the purpose of identification, the Vehicle Driver shall provide the System Operator with his/her first name and surname or the company name or the Vehicle Operator's name, the vehicle LPN and the approximate location of the vehicle. The System Operator shall provide the Vehicle Driver with an event code and the Vehicle Driver may continue to drive only to the nearest Contact or Distribution Point according to the System Operator's instructions.
- If while driving on the Specified Road Sections an OBU is transported in the Vehicle that is not to be used for recording toll transactions during the time of the transport, the Vehicle Operator to which the transported OBU is assigned is required to provide for the proper transportation of the OBU according to the instructions of the System Operator stated in the OBU User Manual. In the case of failure to secure the transport of the OBU as instructed by the System Operator, the Vehicle Operator is required to pay the Toll calculated from the data recorded by the Electronic Toll Collection System.

#### Chapter V.4

##### Theft, loss, destruction or damage to the On-Board Unit

- For the procedure that the Vehicle Driver and the System Operator are to follow regarding theft, loss, destruction or damage to the OBU, which affects its proper functioning during a journey on Specified Road Sections, the relevant provisions of the chapter "0" of these Terms and Conditions 2 shall apply.
- In the event of theft, loss or destruction of the OBU, the Vehicle Operator and/or the Vehicle Driver shall be obliged to report theft, loss or destruction of the OBU to the System Operator on the Customer Service Line without unreasonable delay. For the purpose of identification, the Vehicle Operator and/or the Vehicle Driver shall provide the System Operator with his/her first name and surname or the company name or the Vehicle Operator name and the Vehicle LPN. The System Operator shall notify the Vehicle Operator and/or Vehicle Driver of the event code, insert a notice of theft, damage, loss or destruction of the OBU in the Electronic Toll Collection System and block/deactivate the OBU.
- 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 Collection System records for the period from the moment of the theft or the loss to the entry of the notice of the theft or the loss into the Electronic Toll Collection System by the System Operator. The System Operator shall enter the notice of the theft or the loss of the OBU into the electronic toll collection system and deactivate the OBU immediately upon reporting of the theft or the loss of the OBU by the Vehicle Operator.
- In the event of theft or loss of the OBU the System Operator shall be entitled to apply, simultaneously with the OBU deactivation, its entitlement to keep the Deposit and claim the contractual penalty under article "0" of these Terms and Conditions 2.
- If a stolen or lost OBU is returned to the System Operator, the System Operator shall refund the Deposit retained under article "0" of these Terms and Condition 2 to the Vehicle Operator only after confirmation by the authorised person that the OBU is fully operational, or if the OBU is returned damaged, after confirmation by the authorised person that the damage was not caused by the Vehicle Operator. The authorised person is the service centre of the System Operator at the central logistics warehouse and/or the service centre of the OBU manufacturer.
- If the Vehicle Operator requests a new OBU as a replacement of the stolen, lost, destroyed or damaged OBU, the System Operator shall conclude a new Contract on the Provision of the On-Board Unit or agree to amend the original Contract on the Provision of the On-Board Unit in the section concerning the original OBU. The Vehicle Operator shall provide the System Operator for the new OBU a Deposit according to article "0" of these Terms and Conditions 2.
- The Vehicle Operator and / or the Vehicle Driver shall be obliged to prevent situations in which the OBU may be stolen, lost, destroyed or damaged. The Vehicle Operator and/or the Vehicle Driver are fully responsible for the reimbursement of damages to the stolen, lost, destroyed or damaged OBU.

#### Chapter V.5 Return of the OBU

- The Vehicle Operator, whose right to use the OBU has already expired in the Electronic Toll Collection System (termination of the Contract on the Provision of the On-Board Unit and/or the Contract on the Use of Specified Road Sections), is obliged to return the unit intact and operational to the System Operator without unreasonable delay and no later, in any case, than 14 calendar days from the date of termination of the right to use the OBU in accordance with the Contract on the Provision of the On-Board Unit.
- The Vehicle Operator is obliged to return the OBU without unreasonable delay and no later than 21 calendar days after being asked to do so by the System Operator, in particular due to the following technical or operational reasons:
  - the end of the life cycle of the technology or the equipment that is necessary for the proper functioning of the OBU;
  - a technical and manufacturing defect that prevents the functionality and failure-free operation of the OBU or threatens the safety of the Vehicle Operator and/or Vehicle Driver.
- If the OBU is not returned within a specified time limit according to this chapter, the Vehicle Operator is required to pay the System Operator a contractual penalty according to the applicable list of fees.
- If a change in the Vehicle Operator to which the OBU was issued occurs, the original Vehicle Operator is obliged to return the OBU within 5 calendar days from the date that such a change occurred.
- If the Contract on Provision of the On-Board Unit was concluded under the Prepay Toll Mode, it is possible to return the OBU at a Contact Point or a Distribution Point or to the address specified in the OBU return request. If the Contract on Provision of the On-Board Unit was concluded under the Postpay Toll Mode, it is possible to return the OBU at a Contact Point or to the address specified in the OBU return request. Upon returning the OBU the person authorized by the System Operator shall check the functionality of the On-Board Unit. If the On-Board Unit is operational and undamaged, the Vehicle Operator is entitled to a refund of the Deposit. If the OBU is damaged or destroyed, the procedure according to article IV item 7 of these Terms and Conditions 2 shall be followed. This does not apply to OBU replacement in case of its malfunction.
- The Deposit for the return of OBUs that are linked to one Contract on the Provision of the On-Board Unit concluded under the Postpay Toll Mode shall be refunded to the Vehicle Operator by wire transfer to the Vehicle Operator's bank account specified in the Contract on the Provision of the On-Board Unit. In the event that the bank account is not specified in the Contract on the Provision of the On-Board Unit, the Deposit for the return of OBUs shall be refunded to the Vehicle Operator by wire transfer to the bank account specified in the duly completed request for refund delivered to the System Operator. The expenses related to the refund of the Deposit shall be borne by the Vehicle Operator.
- The return of an operational and undamaged On-Board Unit terminates the Contract on the Use of the Specified Road Sections as a whole or in the section concerning the Vehicle to which the OBU was assigned as well as the Contract on the Provision of the On-Board Unit as a whole or in the section concerning the returned OBU.
- If the Vehicle Operator does not return the OBU including its accessories or returns a non-operational or damaged OBU, the System Operator is entitled to exercise its right to the Deposit in accordance with article "0" of these Terms and Conditions 2.
- If a repair is required on the returned OBU, it will be carried out at the expense of the Vehicle Operator. This does not apply in the case of an acknowledged claim of the OBU in accordance with the Claims Procedure.

#### Article VI. Price and Payment Terms

##### Chapter VI.1 Section Fees and Fee Rates

- The rates of fees associated with the Provision of the Complex Service of Electronic Toll Collection are included in the applicable list of fees. The list of fees is valid for all Vehicles that are registered in the Electronic Toll Collection System and are subject to the Toll payment.
- The list of fees forms an inseparable part of the Contract on the Provision of the On-Board Unit. The provisions on the amendment to these Terms and Conditions 2 apply accordingly to amendments to the list of fees.
- The liability for the payment of fees lies upon the Vehicle Operator.
- The prices in the list of fees are stated in Euros including VAT.
- In the Prepay Toll Mode the fees for services are charged before their provision, 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.
- The System Operator is entitled to change the list of fees, whereby the current valid version of the list of fees is published on the Web Portal.
- At the time of provision of a service, the prices and the fees specified in the currently valid list of fees apply.

##### Chapter VI.2 Payment of Fees in the Prepay Toll Mode

- In the Prepay Toll Mode a fee payment can be made by the following means of payment:
  - in cash at a Contact Point or a Distribution Point;
  - 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;
  - by a fleet card the issuer of which is approved by the System Operator at a Contact Point or a Distribution Point; the list of accepted fleet cards is available on the Web Portal.
- A payment by a bankcard and/or a fleet card must be confirmed by the authorisation centre and accepted by the bank card or fleet card issuer. In case of unsuccessful authorisation or non-acceptance of payment by the bank card 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.
- 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 System Operator is not responsible for the payments made by such a card, and the fee payments through such a non-blocked card shall not be refunded, and such payments shall be the income of the System Operator. This provision is without prejudice to the settlement of the liabilities arising from the Contract on the Provision of the On-Board Unit.

##### Chapter VI.3 Payment of Fees in the Postpay Toll Mode

- In the Postpay Toll Mode the fees that are part of an invoice can be paid as follows:
  - by wire transfer or direct deposit to the System Operator's account;
  - at Contact Points by a bank Card, fleet card or in cash;
- If the fees are paid via a bank transfer or direct deposit to the System Operator's account, the Vehicle Operator is obliged to identify the payment by a variable symbol and a specific symbol stated on the invoice being paid. The variable and specific symbols must be stated correctly on the payment order, otherwise the invoice is only considered paid after such payment identifiers are correctly identified by the System Operator. If the fees are 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 wire transfer in the following shape V\$XXXXXXXXXX/SSXXXXXXXXXX. The invoice will also contain the maturity of the invoice, which is normally 14 calendar days.
- The fee payment must be credited to the System Operator's account on the maturity date of individual invoices at the latest.
- Any excess payments will be included in the next billing period, unless they have been unilaterally settled by the System Operator against the liabilities of the Vehicle Operator. In the event that the Vehicle Operator wishes to have an excess payment for a fee invoice refunded before the following billing period ends, it must submit a properly filled

- written request for refund delivered to the System Operator. In case of the request for a refund of an excess payment in noncash form, this shall be paid to the Vehicle Operator's bank account stated in the Contract on the Provision of the On-Board Unit, 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 Provision of the On-Board Unit. The System Operator 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. The bank fees to the refund of the Deposit shall be borne by the Vehicle Operator.
- The Vehicle Operator shall be responsible for the accuracy of the bank account data.

**Chapter VII.4**  
**Omission of Payment, Delayed Payment of Fees**

- In case of delay with the payment of fees and/or other liabilities of the Vehicle Operator ensuing from the Contract on the Provision of the On-Board Unit, the System Operator is entitled to charge a contractual penalty from the Vehicle Operator in the amount 0.1% of the outstanding sum for each commenced day of such delay.
- In the event of delay with the payment of fees or other liabilities, the System Operator will send a reminder to the Vehicle Operator. Maturity of the reminder is 14 days.
- If the claim is not paid after the due date specified in the reminder, the System Operator is entitled to recover the outstanding receivables arising from the Contract on the Provision of the On-Board Unit in court.

**Article VII.**

**Enforcement of Obligations in connection with the On-Board Unit**

- 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:
  - employees of the Toll Collection Administrator;
  - 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.

**Article VIII.**

**Communication Channels**

**Chapter VIII.1**

**Customer Services**

- The System Operator provides customer services including especially the provision of services for the Vehicle Operators and/or Vehicle Drivers generally by means of Contact Points, Distribution Points, the Customer Service Line and electronic channels, in particular:
  - conclusion of contracts on the provision of the OBU;
  - Vehicles registration;
  - release, replacement and receipt of OBUs;
  - receipt of payments, including the receipt of Deposits and fees;
  - refund of Deposits and excess payments in cash;
  - receipt and handling of claims, complaints and suggestions;
  - provision of information materials and
  - provision of information.
- Complete information regarding the customer services is published on the Web Portal.

**Chapter VIII.2**

**Contact Point**

- A Contact Point provides for Vehicle Operators and/or Vehicle Drivers in connection with the Contract on the Provision of the On-Board Unit the following customer services, in particular:
  - entering into, amendment or termination of the Contract on the Provision of the On-Board Unit in the Prepay Toll Mode and the OBU provision;
  - entering into, amendment and termination of the Contract on the Provision of the On-Board Unit in the Postpay Toll Mode and the OBU provision;
  - receipt of payments for the fees related to services of the complex service of electronic toll collection;
  - receipt and refund of the Deposit;
  - consulting concerning electronic toll collection;
  - receipt of reports of technical problems with the OBU and basic diagnostics of functionality of the OBU;
  - provision of fixed installation of the OBU;
  - replacement of a non-functioning OBU with a functioning one;
  - receipt and resolution of claims, complaints and suggestions;
  - receipt of requests for refund;
  - provision of information regarding the details of settlement, producing of duplicates of accounting documents, clarification of possible objections to settlement;
  - provision of information materials.
- 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.
- A complete list of Contact Points of the System Operator is published on the Web Portal.

**Chapter VIII.3**

**Distribution Point**

- A Distribution Point provides for Vehicle Operators and/or Vehicle Drivers in connection with the Contract on the Provision of the On-Board Unit the following customer services:
  - entering into, amendment or termination of the Contract on the Provision of the On-Board Unit in the Prepay Toll Mode and the OBU provision;
  - receipt of payments for the fees related to services of the complex service of electronic toll collection;
  - receipt and refund of the Deposit;
  - consulting concerning electronic toll collection;
  - receipt of reports of technical problems with the OBU and basic diagnostics of functionality of the OBU;
  - receipt of customer claims, complaints and suggestions;
  - receipt of requests for refund and
  - provision of information and information materials.
- At a Distribution Point, it is not possible to enter into, amend, terminate or handle in any other way the Contract on the Provision of the On-Board Unit in the Postpay Toll Mode.
- A complete list of Distribution Points of the System Operator is published on the Web Portal.

**Chapter VIII.4**

**Customer Service Line**

- The Customer Service Line is a customer telephone line providing customer services for the Vehicle Operators and/or the Vehicle Drivers non-stop.
- The Customer Service Line provides for Vehicle Operators and/or Vehicle Drivers in connection with the Contract on the Provision of the On-Board Unit the following customer services:
  - consulting concerning electronic toll collection;
  - receipt of reports on technical issues of the OBU;
  - providing for arrival of a Vehicle with a reported OBU issue to a Contact Point or a Distribution Point by assigning an event code;
  - receipt of customer claims, complaints and suggestions;
  - provision of information regarding the details of settlement, producing of duplicates of accounting documents, clarification of possible objections to settlement;
  - receipt of requests for sending of information materials, duplicates of accounting documents by post or e-mail.
- Confidential information, personal data and 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 Provision of the On-Board Unit to an employee of the Customer Service Line.
- 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**

- The Web Portal provides for Vehicle Operators and/or Vehicle Drivers in connection with the Contract on the Provision of the On-Board Unit the following customer services:
  - sending of registration data for registering in the Electronic Toll Collection System;
  - sending a report on technical issues;
  - sending of claims, complaints and suggestions as well as information on the status of their handling;
  - providing information on settlement details;
  - producing duplicates of accounting documents and
  - general information and documents for download necessary for the registration and operation of a vehicle within the electronic toll system.
- 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.
- 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 System Operator 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 and also, the Vehicle Operator is not authorised to give the password to a third party.

- After termination of the Contract on the Provision of the On-Board Unit and/or the Contract on the Use of Specified Road Sections, within 60 days at the latest after the termination of the contract, the access to the Web Portal, and therefore the login and the password will expire as well.
- If the Vehicle Operator determines another person to handle the logins and passwords, it is specifically required to authorise such person to take and handle them.
- Logins and passwords are non-transferable. The Vehicle Operator is responsible for all security measures necessary to prevent third parties from accessing them. If an event of access by a third party or another unauthorised abuse occurs, the Vehicle Operator is obliged to inform the System Operator of this fact. 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.
- 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 relating to generating a new login and/or password pursuant to the valid list of fees.

**Article IX.**  
**Claims Procedure**

**Chapter IX.1**  
**General Provisions**

- The Claims Procedure regulates the legal relationship between the System Operator and the Vehicle Operator in handling claims regarding the accuracy and quality of the electronic toll collection service provided to the Vehicle Operator and/or the Vehicle Driver.
- The Claims Procedure is governed by the valid legal regulations of the Slovak Republic, in particular relevant provisions of:
  - Act No. 40/1964 Coll. the Civil Code as amended;
  - Act No. 513/1991 Coll. the Commercial Code as amended and
  - Act No. 99/1963 Coll. the Code of Civil Procedure as amended.
- 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 System Operator requesting certain rectification or compensation for defective fulfilment (hereinafter referred to the „Claim“). This Complaint Procedure also applies to claims by Vehicle Operators regarding a discrepancy in the charging of fees related to the complex service of electronic toll collection provided by the System Operator as well as the services related to the provision of the OBU.
- The Claims Procedure as an inseparable part of these Terms and Conditions 2 is also placed noticeably at Contact Points and Distribution Points and is also published on the Web Portal.

**Chapter IX.2**

**Basic Particulars of Claim Filing and Application**

- 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/file a claim as follows:
  - 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);
  - based on a claim filed on the Web Portal through a secured access, and
  - on the basis of a claim filed by telephone, via the Customer Service Line;
  - in person, if the claim concerns defective operation of an OBU, exclusively at a Contact Point and/or a Distribution Point.
- A written claim can only be made on a form issued by the System Operator for this purpose or by completing and submitting a form on the System Operator's Web Portal. Claim filing forms are available at Distributor Points and Contact Points as well as on the Web Portal.
- 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 of the System Operator, in particular name and surname or business name, address, the registered office of the company, the company ID number, the number of the Contract on the Provision of the On-Board Unit and he/she is obliged to attach to the claim all the documents and evidence based on which the claim is made.
- A Vehicle Operator has the right to file a claim immediately from the moment when it learns about the fact that is the subject of the claim, however at the latest 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 or first could have learned 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.
- In the event of a claim being applied at a Contact Point or a Distribution Point, the System Operator and the authorised person shall always write a record of the claim and then the System Operator shall issue to the Authorized Person a confirmation of its application, content and time limits specified in the Claims Procedure.
- The Service Operator reserves the right not to accept a claim:
  - 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;
  - if it is incomplete and/or unclear/uncertain/anonymous and the Vehicle Operator even within 14 days after the delivery of an appeal from the System Operator for supplementation does not supplement the Claim with the missing data and documents stated in the written appeal for supplementation or
  - if the Claim involves facts to which the Claims Procedure does not apply.
- 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.
- In case of not accepting a claim according to item 6 of this chapter of the Terms and Conditions 2, the claim procedure is not considered as initiated.

**Chapter IX.3**

**Claim Handling Period and Method of Handling**

- 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 beginning of the claim procedure is:
  - with postal shipments - the day of due delivery of the complete claim to the Operator's registered office (stamp, date of the delivered mail);
  - by e-mail - the next working day after the day of due delivery of the complete claim to [info@emyto.sk](mailto:info@emyto.sk);
  - 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,
  - 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 the authorised access;
  - 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 6 chapter "0" of these Terms and Conditions 2 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 claim form shall be informed about the handling of the Claim by sending of a written statement delivered by post, through an e-mail message 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.
- In the event that the Contract on the Provision of the On-Board Unit does not provide the non-mandatory contact details, the System Operator shall send a written resolution of the claim to the Vehicle Operator's registered office. If the contact person's telephone number is missing, the System Operator shall handle the phone claim with the person that filed the claim on the Customer Service Line.

**Chapter IX.4**

**Claims Pertaining to Inconsistencies in the Settlement of the Services of the System Operator and Claims regarding the On-Board Unit**

- The Vehicle Operator is obliged to settle its liabilities arising from the Contract on the Provision of the On-Board Unit in full, in time and duly in accordance with the System Operator's list of fees.
- With claims relating to additional services and sale of consumable goods not listed in the System Operator's list of fees, the provisions of the Terms and Conditions 2 about claims do not apply and the person filing the claim will proceed according to the provisions of the Civil and/or Commercial Codes.
- If filing a claim as a result of a non-operational or incorrect functioning OBU, the Vehicle Operator and/or Vehicle Driver are obliged to proceed in compliance with the provisions of the Applicable Legislation and article "Article V" of these Terms and Conditions 2 governing the obligations when finding a malfunction or non-operability of the OBU.
- If the Vehicle Operator and/or Vehicle Driver files a claim as a result of a non-operational or incorrectly functioning OBU, they are obliged to hand it for diagnostics to the System Operator. The System Operator will provide a replacement OBU to the Vehicle Operator and/or the Vehicle Driver.
- The System Operator checks the basic operability of the OBU at a Contact Point if the OBU is listed in the Contract on the Provision of the On-Board Unit in the Postpay Toll Mode, and at a Contact Point or a Distribution Point if the OBU is listed in the Contract on the Provision of the On-Board Unit in the Prepay Toll Mode.
- If the staff of a Contact Point or a Distribution Point finds through diagnostics or visual control that the OBU is fully or partially non-operational as a result of incorrect or unauthorised use, or if it shows signs of mechanical or other damage, the System Operator is entitled to charge a contractual penalty for the damaged OBU according to the current list of fees.

7. If a failure is found based on the OBU diagnostics not caused by the Vehicle Operator and/or Vehicle Driver, the System Operator will provide a replacement OBU without charging for the diagnostics.
8. The System Operator is obliged to issue a document on the result OBU diagnostics for the Vehicle Operator and/or Vehicle Driver within 30 days from the claim receipt.
9. Unless the parties agree otherwise and when a claim is filed the OBU shows no obvious signs of mechanical damage or incorrect use or unauthorised manipulation the Vehicle Operator and/or Vehicle Driver can ask for a replacement OBU according to these Terms and Conditions 2 for the period needed for diagnostics.
10. If the Vehicle Operator and/or Vehicle Driver does not agree with the diagnostics outcome, it may file an appeal against it and in that case the System Operator proceeds according to the provisions of the Terms and Conditions 2 on claims handling.
11. If the result of the claims procedure is the proof of the On-Board Unit damage or destruction due to the Vehicle Operator's and/or Vehicle Driver's fault, the System Operator is entitled to exercise a contractual fine according to these Terms and Conditions 2.

**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 2, the applicable provisions of Act No. 160/2015 Coll. the Civil Procedure Code as amended shall be followed.

**Article X.**

**Interim and Final Provision**

**Chapter X.1**

**Amendments of the Terms and Conditions 2**

1. The System Operator shall have the right to amend, supplement and/or replace these Terms and Conditions 2 and the list of fees unilaterally, in particular in case of amending and supplementing the Applicable Legislation, based on which these Terms and Conditions 2 have been issued. The current version of the Terms and Conditions 2 can be found on the Web Portal.
2. In accordance with the Applicable Legislation, amendments, supplements or replacement of the Terms and Conditions 2 will take effect by their posting by the System Operator on the Web Portal. If the Vehicle Operator does not agree to amendment of the Terms and Conditions 2, it may within 30 days of the date of their publishing withdraw from the Contract on the Provision of the On-Board Unit. Withdrawal from the contract has to be carried out by the Vehicle Operator exclusively in writing to the address of the registered office of the System Operator.

**Chapter X.2**

**Document delivery and communication**

1. Documents designated for the Toll Collection Administrator and/or the System Operator shall be delivered, unless otherwise specified in these Terms and Conditions 2, exclusively by the following means:
  - a) in person at any Contact Point or Distribution Point;
  - b) via e-mail to [info@emyto.sk](mailto:info@emyto.sk);
  - c) to the registered office of the System Operator;
  - d) through a secure access Web Portal, and
  - e) fax.
2. 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 at the conclusion of the Contract on the Provision of the On-Board Unit or upon the conclusion of an amendment to the Contract on the Provision of the On-Board Unit 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.
3. 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 at the conclusion of the Contract on the Provision of the On-Board Unit and/or to the e-mail address specified in the customer submission and/or the claim form. The document is deemed delivered by accepting the acknowledgement that the mail server has delivered the message.
4. Unless otherwise stated in these Terms and Conditions 2, 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**

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 "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 to as the "Data Subjects") are processed for the purpose of electronic toll collection for the use of Specified Road Sections by Vehicles.
2. 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, insert no. 4646/B, the "Contract on the Provision of the Complex Service of Electronic Toll Collection", which puts SkyToll, a.s., following the provision of Section 12(2) of the Act, into the position of a data processor (hereinafter referred to as the "Processor") pursuant to Section 34 of Act no. 18/2018 Coll. on the Protection of Personal Data and on amending certain acts, as amended (hereinafter referred to as "Act No. 18/2018 Coll.").
3. 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:
  - a) the Vehicle license plate number and a photo display of the Vehicle;
  - b) vehicle technical data;
  - c) OBU ID;
  - d) the distance driven on the road;

- e) the Toll rate and the amount of calculated Toll;
  - f) 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;
  - g) geographic location data of the Vehicle;
  - h) data on the instantaneous weight of the Vehicle.
4. The data about on the Vehicle Operator under the aforesaid letter f) of this chapter of the Terms and Conditions 1 shall be considered, 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 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 the authorized representative of the Vehicle Operator;
    - 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) ID number of the Vehicle Operator organisation, if assigned, or the equivalent data corresponding to another country;
    - f) tax ID number of the Vehicle Operator (if assigned);
    - g) registration data of the Vehicle Operator in the business register or a similar register, if registered in such a register;
    - h) the Vehicle license plate number and the country where the Vehicle is registered;
    - i) the vehicle category, the maximum total permissible weight of a Vehicle, the number of axles and the Vehicle emission class;
    - j) an indication whether the Vehicle is equipped with a device or a modification that could prevent the correct functioning of the OBU.
  5. 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 the driver's license number.
  6. 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 of the Slovak Republic, 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.
  7. 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 Provision of the On-Board Unit and therefore the impossibility to use the Specified Road Sections.
  8. 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.
  9. 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.
  10. 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 [ongdpr@emyto.sk](mailto:ongdpr@emyto.sk).
  11. 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.
  12. 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**

1. Legal relationships not governed by these Terms and Conditions 2 or the Contract on the Provision of the On-Board Unit 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.
2. By signing the Contract on the Provision of the On-Board Unit the Vehicle Operator, the Vehicle Driver and/or the authorized representative declares that they have duly acquainted themselves with the provisions of these Terms and Conditions 2 prior to signing the Contract on the Provision of the On-Board Unit.
3. These Terms and Conditions 2 are executed in Slovak language. In case of producing other language versions of these Terms and Conditions 2, in case of any conflict/dispute/interpretation issue or any other ambiguity, the Slovak language version shall prevail.
4. These Terms and Conditions 2 become binding onto 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, the System Operator 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/Contract on the Provision of the On-Board Unit.
5. In the event that any dispute arises between the Vehicle Operator and/or the Vehicle Driver and the System Operator in relation to the provision of the service of electronic toll collection and/or these Terms and Conditions 2, this dispute shall be dealt with in accordance with chapter "0" of these Terms and Conditions 2 in a substantive and functional manner by the relevant Slovak court of local jurisdiction according to the registered office of the System Operator.
6. These Terms and Conditions 2 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.

SkyToll, a. s.