

Special Business Terms for the Service of Payment of Electronic Toll and Motorway Charges

1. Introductory Provisions

- 1.1. Whenever any of the terms specified below in this article or anywhere in the body of this document is used in this document, such a term shall have the meaning defined herein. Any terms defined in other documents constituting a part of a Service Contract shall have the meanings defined in such other documents.

EETS	- shall mean provision of the Toll Service within the system of the European Electronic Tolling Service, i.e., it is a set of activities and services that enable, in accordance with the relevant European Union legislation, easy interoperability of electronic toll systems in the Member States of the European Union and continuous use of toll roads by a road vehicle in all electronic toll systems in those countries using a single on-board unit (OBU);
Tangible Artefact	- shall mean the vignette in paper form, OBU, other equipment or tangible object intended for determination of the amount, collection, or proving of the payment of the toll or other charges, for the access to and use of selected toll roads or other toll services related to the use of roads;
Toll Artefact (Toll) Model Advance Sale	- shall mean both the Tangible Artefact and the Virtual Artefact;
(Toll) Model Agency	- shall mean such a mode of provision of the Toll Service in which this Service is provided to the User directly by the Provider who therefore will be entitled to invoice to the User the payments for the Toll Service or other charges;
OBU	- shall mean such a mode of provision of the Toll Service in which the Provider only mediates the conclusion of a separate contractual relationship between the User and the Toll System Operator, provide that the payment of tolls or other charges is made for the User by the Provider who has the right to invoice the regression payment from the User;
Toll System Operator	- shall mean a device intended to be installed in a vehicle which, by its very nature, is intended to monitor the movement of a vehicle on toll roads or, more precisely, to pay tolls, which the User is obliged to place in the vehicle for which the toll is to be paid to ensure payment of tolls in individual countries;
Post-paid system	- shall mean such a person or public authority that is authorized, in the area of access to and use of toll roads or other toll services related to the use of roads, to (i) operate a toll system, (ii) collect the toll payments and, if applicable, other charges, or (iii) participate in the operation of the toll system and, if applicable, collection of toll payments (other charges), provided that the User enters into a contractual relationship with it in relation thereto, including the issuer of the OBU, or, as the case may be, the Provider enters into a contractual relationship with it to the benefit of the User in connection with direct provision of the Toll Service. If the operator is not issuer of the OBU, none of the EUROWAG Companies is considered operator of the toll system;
Pre-paid system	- shall mean such a system of payment of the price, costs, expenses and charges in which either (i) the Provider, after prior agreement with the creditor on behalf of the User, with the User's consent (expressed also merely by the use of the respective Service) assumes its debt owed to the creditor, and the User is subsequently obliged to pay to the Provider all debts thus assumed in the manner and within the time specified by the Provider, or (ii) the Provider does not require any advance or immediate payment of the price from the User for the Service provided, but the User is entitled to make all payments for the Service at a later time and in the manner and time specified by the Provider;
Toll Service	- shall mean such a system of payment of the price, costs, expenses and charges in which either (i) the Provider, after prior agreement with the creditor on behalf of the User, with the User's consent (expressed also merely by the use of the respective Service) assumes its debt owed to the creditor, and subsequently the Provider is entitled to redeem such receivables from the User automatically by reducing the amount that the User has paid to the Provider for this purpose, or (ii) a creditor of the User other than the EUROWAG Company, in order to redeem its receivables from the User resulting in connection with the Services, will automatically reduce the amount that the User or another person, as the case may be, has paid to such creditor for this purpose to its account;
Virtual Artefact	- shall mean a service consisting of providing access to and use of selected toll roads or other toll services in relation to the use of roads to the User, including provision for the use of EETS;
Toll Artefact Issuer	- shall mean a vignette in electronic form, application, or another identifier (number plate of the vehicle, the Authorization Means) intended or used for determination of the amount, collection, or proving of the payment of the toll or other charges for the provision of access to and use of selected toll roads or other toll services in relation to the use of roads;
	- shall mean that of the Toll System Operators which either (i) remains owner of the Toll Artefact also after the Toll Artefact has been transferred to the User's possession, (ii) is the seller of the Toll Artefact in cases where the User acquires ownership title to the Toll Artefact; or (iii) operates a system intended or used for generating or registering the Virtual Artefacts.

- 1.2. The purpose of these STC is to specify the mutual rights and obligations of the Provider and the User when providing the Toll Service and in connection therewith. These STC, as well as the GTC, are an integral part of each Toll Service Contract.

2. Execution of the Framework Contract and the Service Contract

- 2.1. The Toll Service is provided under the Service Contracts provided within the Framework Service Contracts, each of which covers an individual country (location) specified in the Overview, in which the Toll Service is provided.
- 2.2. The Framework Service Contract may regulate the terms and conditions of:
- (i) provision of the Toll Service in the Advance Sale model in areas for which any of the EUROWAG Companies is specified in the Overview as the issuer of the invoice; or
 - (ii) provision of the Toll Service in the Agency model in areas for which an entity other than any of the EUROWAG Companies is specified in the Overview as the issuer of the invoice;
- 2.3. The Framework Toll Service Contract may also regulate the conditions of procurement of the Toll Artefact for the User, depending on the country (location) in which the Toll Service is to be used, and also registration, if any of the User, the Toll Artefact, or other information with the Toll System Operator.

- 2.4. The Framework Service Contract starts to exist:
- (i) at the moment when the User is registered through the Provider (or the client section of the Website), or through the Toll System Operator in the toll system for the particular country (location);
 - (ii) in case of other toll systems, the use of which requires an active status of the Toll Artefact with the relevant Toll System Operator, at the moment when they are first activated in a manner specified in the client section of the Website; or
 - (iii) in other cases, at the moment of execution of the Toll Service Contract.
- If multiple options apply in some countries (locations), the Framework Service Contract starts to exist at the moment when the first one of them is occurs.
- 2.5. The subject matter of the Service Contract is provision of the Toll Service to the User.
- 2.6. The Service Contract is executed at the moment when the User expresses, in a legally binding manner, its intention to use a toll section of a road or toll services related to the use of roads or the foregoing has been used:
- (i) by using the Authorization Means,
 - (ii) by using the Toll Artefact distributed by any of the EUROWAG Companies,
 - (iii) by using financing provided by the Provider or, as the case may be, another EUROWAG Company.
- 2.7. The user is always obliged to read the terms and conditions of the Toll System Operators, including the Toll Artefact Issuers, including but not limited to the rules for the use of the Toll Artefacts contained in the manuals, and ensure that these terms and conditions and manuals which are, like ExBT, a part of the relevant Service Contract, are strictly complied with, including any amendments thereof.
- 2.8. In the event that any of the EUROWAG Companies is the Toll Artefact Issuer, the up-to-date manuals are available in the client section of the Website. If the User has received manuals for the OBU also in a different manner (e.g., by e-mail, in paper form), the version in the client section of the Website shall always take precedence in the event of any inconsistencies between those manuals and the versions available in the client section of the Website.
- 2.9. The Overview includes a list of the individual Toll System Operators and the Toll Artefact Issuers whose websites can provide all important information, in particular the applicable ExBT, references to the related legislation in the particular country (location), or indication of the points of purchase of the Toll Artefacts, the amount of the security (or other charges), if any, associated with the acquisition of the Toll Artefacts, the legal relationship the User has to the Toll Artefact, and, if applicable, information on the Toll Artefact Issuers. The User is obliged to visit these websites from time to time in order to find out the changes, if any, on time.
- 2.10. In addition to the Business Terms and the ExBT, the User is also obliged to comply with the rules laid down by the current legislation in the country (location) in which the Toll Service is supposed to be used.

3. Distribution of the Toll Artefacts

- 3.1. If the Toll Service is supposed to be used in countries (locations) where the Toll System Operator requires the use of the Tangible Artefacts, the Provider shall procure a Tangible Artefact for the User or, as the case may be, shall make it possible for the User to obtain it using the Authorization Means.
- 3.2. Unless it has been specified otherwise for certain countries (locations), the title to the OBU does not pass to the User and the OBU remains the property of the issuer of the OBU. The OBU may be, depending on each country and the applicable ExBT or the laws and regulations, in particular rented or lent to the User.
- 3.3. The provisions of the STC for the Telematics Service (Fleet Management Services) regulating the rental of the Unit shall apply mutatis mutandis to situations where the issuer of the OBU is any of the EUROWAG Companies and the Unit is supposed to be rented or otherwise provided to the User without the User acquiring title to it.
- 3.4. In the event that the Toll Service can be provided using more than one type of the Tangible Artefacts or Tangible Artefacts from various issuers, the Provider is entitled to determine which Tangible Artefact will be procured for the particular User.
- 3.5. Unless otherwise agreed, the Provider is not obliged to provide the Toll Service in combination with such Toll Artefact that was distributed to the User by an entity other than any of the EUROWAG Companies or that was procured by the User without the use of the Authorization Means, or that was acquired by the User without the assistance of any of the EUROWAG Companies.
- 3.6. The Toll Artefacts shall be acquired by the User in a manner specified in the client section of the Website, or the User is informed about the method of acquiring them through the websites of the Operators of the respective toll system and the Toll Artefact Issuers. In case of inconsistent information, the above information stated by the Operators of the respective toll system shall prevail.
- 3.7. In the event that the Provider decides to replace the Tangible Artefact, The User is obliged to provide the Provider with the necessary assistance and cooperation at his/her own expense and according to the Provider's instructions.

4. Transfer of Title and Transfer of Risk of Damage

- 4.1. If, under the applicable ExBT, the title to the Tangible Artefact is supposed to pass to the User, the title shall pass to the User at the time according to the ExBT or the applicable law.
- 4.2. If, under the applicable ExBT, the User is supposed to acquire the right to use the Virtual Artefact which is subject to intellectual property rights, the User will acquire this right at the time and under the conditions according to the ExBT or the applicable law.
- 4.3. The risk of damage to the Tangible Artefact will pass to the User upon its handover or shipping to the User, whichever occurs sooner.

5. Rights Resulting from a Non-Functional Tangible Artefact

- 5.1. Malfunction of the Toll Artefact which is caused by improper maintenance, failure to comply with the ExBT of the Toll System Operators, or an interference by the User or a third party acting independently of the Provider, Toll System Operator or Tangible Artefact Issuer, by normal wear and tear, chemical and electrolytic effects and other causes mentioned in the ExBT or other causes, if any, which are not caused by the Provider or the Toll System Operator (Toll Artefact Issuer) shall be borne by the User. In other cases, the User is entitled to seek remedy in the manner and to the extent specified in this Article.
- 5.2. Unless otherwise agreed with the Toll Artefact Issuer or, as the case may be, the Toll System Operator, the User may not repair the Toll Artefact him/herself or authorize any persons to do so other than the issuer of the respective Toll Artefact or the Operator of the respective toll system or a person authorized by them.
- 5.3. Unless determined otherwise by the Provider, in the event that none of the EUROWAG Companies is the Toll Artefact Issuer, the rights and obligations of the User and the Provider are as follows:
- 5.3.1. The scope of the User's rights as well as the possibilities of settlement thereof by the Toll Artefact Issuer shall be governed by the ExBT of the issuer of the Tangible Artefact;

- 5.3.2. The Provider bears no responsibility for the manner in which the rights of the User were satisfied by the issuer of the Tangible Artefact.
- 5.4. The rights, if any, The user bears the risk of damage resulting from a breach of his obligation under this point a non-functional Toll Artefact may be exercised by the User with the Provider only if any of the EUROWAG Companies is the Toll Artefact Issuer or if the Provider serves, according to the information in the client section of the Website as contact point for the Toll Artefact Issuer for exercising rights arising from a non-functional Toll Artefact.
- 5.5. In the event that the User is entitled to exercise its rights, if any, with the Provider and none of the EUROWAG Companies is the Toll Artefact Issuer, the Provider shall fulfil its obligation to satisfy the rights of the User by exercising the rights of the User with the Toll Artefact Issuer and subsequently informing the User about the manner in which the issuer responded to the exercise of User rights and, if applicable, submitting the results of such exercise, in a manner according to the ExBT of the relevant issuer, to the User (e.g., repaired/replaced Tangible Artefact). If the User is not satisfied with the way in which his/her rights were settled, the User is obliged to contact directly the Toll Artefact Issuer, unless determined otherwise by the Provider.
- 5.6. In the event that any of the EUROWAG Companies is the Toll Artefact Issuer, the rights and obligations of the User and the Provider are as follows:
- (i) The Provider is obliged only to remedy duly and timely reported malfunctions or non-standard behaviour of the Toll Artefact, by repairing or replacing it at its sole discretion, and these shall be the exclusive rights of the User arising from a non-functional Toll Artefact;
 - (ii) The User shall inform the Provider in writing (at least electronically by a simple e-mail) about the non-standard behaviour of the Toll Artefact or its malfunctioning without undue delay after the non-standard behaviour or malfunctioning could be detected. The notification shall include a description and, where appropriate, a specification of how it is manifested. The User shall bear the risk of damage resulting from a breach of his/her obligation under this paragraph;
 - (iii) The User shall provide the non-functional Toll Artefact to the Provider or to a person designated by the Provider, at his/her own cost and according to the Provider's instructions;
 - (iv) After the report of the malfunction or non-standard behaviour of the Toll Artefact has been made in proper and timely fashion, the Provider shall ensure the removal of the defect without undue delay at its own expense;
 - (v) In the event that the User has reported malfunction or non-standard behaviour of the Toll Artefact to the Provider and no defects for which the Provider is responsible have been found, the Provider shall be entitled to reimbursement of the costs incurred in connection with such report without being obliged to rectify the defects.
- 5.7. Unless determined otherwise by the Provider, in the event that none of the EUROWAG Companies is the Toll Artefact Issuer and the Toll Artefact was received by the User at the points of purchase specified by the Toll System Operator (or the Toll Artefact Issuer), sent or otherwise made accessible by the Toll System Operator (the Toll Artefact Issuer), the User is obliged to assert his/her rights arising from the non-functional Toll Artefact directly with the relevant issuer using a procedure according to the applicable ExBT.
- 5.8. Without prejudice to other provisions of the Business Terms and the applicable ExBT, the rights and obligations of the parties described in this Article shall apply even if the User has rights arising from defective supply and quality guarantee.

6. Registration in the Toll System and Registration of Information in the Toll Artefacts

- 6.1. In addition to using the Toll Artefacts, Operators of the different toll systems may require prior registration of the User, the Toll Artefacts, or individual vehicles for which the Toll Service is to be provided.
- 6.2. If allowed by the Operator of the relevant toll system, this registration shall be performed by the Provider on behalf of the User in such a way that the User fills in the necessary details through the client section of the Website and, if applicable, provide additional data by e-mail or by post according to Provider's instructions. The User is obliged to register directly with the Operator of the relevant toll system in cases where the registration is required according to the client section of the Website but cannot be performed through the Provider.
- 6.3. The Provider and the individual Toll System Operators may also require for the registration the submission of documents relating in particular to the User or the vehicles for which the Toll Service is to be provided. In such a case, the User shall provide all required documents in the manner and at the time specified in the client section of the Website or, as the case may be, in the ExBT of the Operator of the relevant toll system (Toll Artefact Issuer) or according to the Provider's instructions.
- 6.4. In order to use the Toll Services, the Toll System Operator may require a specific setting of the Toll Artefact or, more precisely, entering, reviewing, confirming certain data in the Toll Artefact (e.g., information on the vehicle). The method of setting up the Toll Artefact, entering and changing the necessary information is typically included in the manuals for the Toll Artefact created by the Toll Artefact Issuer. The user is obliged to ensure the correct settings of the Toll Artefact or, more precisely, entering of all necessary information, reviewing or confirming it.
- 6.5. For the purpose of timely detection of possible errors or the need to change the registration or settings of the Toll Artefact and the information in it, the User is obliged to continuously monitor the information in the client section of the Website and the information in the systems of the respective Toll System Operators (through their websites or at points of sale), and to check the Toll Artefact.
- 6.6. The user is obliged to make a change, if any, in the registration or in the registration data (e.g., regarding the User, the Toll Artefacts, the vehicles, etc.) either through the client section of the Website, or directly through the Operator of the relevant toll system. The User must take into account the fact that the change in registration or registration data may be shown in the relevant toll system with a certain delay. Likewise, the User is obliged to make any changes in the settings of the Toll Artefact and update the information in it. The User must not use the Toll Artefact or the Toll Service if the information in the registration or in the Toll Artefacts is false or out of date. If it is necessary to make a change/update in the data, the User is obliged to acquire a new Toll Artefact which shall be registered with the correct information.
- 6.7. In the same way, the User is obliged to immediately initiate the removal of such information from the registration/the Toll Artefacts for which the User has a reason to assume that they will no longer be used by that User within the Toll Service (e.g., information on the vehicle).
- 6.8. Until the change in the registration, change to the information in the Toll Artefacts, or modification of the settings thereof has been effectively made, the User must not use the Toll Service in the particular country (location) or the particular Toll Artefact.

7. Payment for the User

- 7.1. For the provision of the Toll Artefact, its issuer or the Operator of the relevant toll system may require a security or payment of another payment.
- 7.2. If the issuer of the OBU is an entity other than any of the EUROWAG Companies and if allowed by the issuer or by the Operator of the relevant toll system, the costs associated with the purchase and delivery of the OBU shall be borne by the User, unless the Provider determines otherwise.
- 7.3. If the Toll Service is to be used in countries (locations) where the Toll System Operator requires the use of vignettes (or another similar artefact in material or electronic form), the provider shall pay the price thereof for the User.
- 7.4. The coverage of the costs and payments related to the acquisition of the Toll Artefact by the Provider is conditional upon proper use of the Toll Artefact in accordance with the ExBT or of the Authorization Means by the User in accordance with the separate STC.
- 7.5. The Provider may decide not to require the User to cover the costs incurred by the Provider in relation to the acquisition of the Tangible Artefact for the User (including the payment of the security). In such a case, the User and the Provider have the following rights and obligations:
- (i) The User is obliged to use such a Tangible Artefact on regular basis according to his or her needs, but at least once within 3 (three) months;

- (ii) The User shall immediately notify the Provider of any damage, destruction, blocking, loss, theft, return of the Tangible Artefact to its issuer or the Operator of the relevant toll system, as well as of other circumstances which prevent further use of the Tangible Artefact in connection with the Toll Service to the benefit of the User;
- (iii) The User is obliged to fully reimburse all costs incurred by the Provider in connection with the acquisition of the Tangible Artefact and also all damages and associated expenses, if any, in the agreed-upon system for the payment of the toll if:
 - a. the Tangible Artefact was damaged, destroyed, lost, stolen, blocked, returned to its issuer or the Operator of the relevant toll system, or its further use in connection with the Toll Service to the benefit of the User has been prevented in any other way;
 - b. the Tangible Artefact it is not used on regular basis, even to the minimum extent referred to above;
 - c. he/she wishes to terminate the relevant Framework Contract for the Toll Service.
- 7.6. The User is not entitled to unilaterally terminate the relevant Framework Contract for the Toll Service until all costs incurred by the Provider in connection with the acquisition of all Tangible Artefacts provided, and the related damages and other expenses, if any, for the User (including the security payment) have been paid. In the event of termination of the Framework Contract by the Provider, the User is obliged to pay all costs incurred by the Provider in connection with the acquisition of all Tangible Artefacts provided, and the related damages and other expenses, if any, for the User (including the security payment) without undue delay after termination of the Framework Service Contract.
- 7.7. In the electronic tolling system, the toll system operator may request toll payment based on transaction or billing files or authorization requests sent to the Provider. In case of malfunction of the Toll Artefact used, the User shall promptly make the payment of the toll and other related charges in another suitable way.
- 7.8. The Toll and related charges shall be paid by the Provider for the User in cases where, depending on the particular toll collection system, the User properly uses the Toll Artefact or the Authorization Means.
- 7.9. If, according to the applicable ExBT, the toll is supposed to be paid under the Pre-paid system by paying the amount to the User's toll account kept by the Toll System Operator (or the Toll Artefact Issuer), this amount may also be paid by the Provider for the User. The condition is proper use of the Authorization Means or another Toll Artefact acquired using the Services of any of the EUROWAG Companies.
- 7.10. The Provider has the right to require the User to reimburse all costs, expenses and charges incurred by the Provider in connection with the provision of the Toll Service (e.g., costs of the security for the OBU, price of the vignette, costs of delivery of the Tangible Artefact, payment of toll, deposits on the User's toll account, etc.).
- 7.11. The toll and the other costs, expenses and charges related to the Toll Service shall be paid by the User, according to an agreement with the Provider, either on a Post-paid basis, or on a Pre-paid basis. The Toll Service on a Post-paid basis is subject to a limit of purchase of the Services, and the Provider is not obliged to provide any payments or other supplies related to the Toll Service if the provision thereof would exceed the User's current limit of purchase of the Services.
- 7.12. The Provider is not obliged to pay for the User any fines, damages or other penalties caused by the User breaching any of his or her obligations. If the Provider nevertheless pays it, it will be entitled to claim compensation from the User in the system agreed for toll payment.
- 7.13. This Article shall be without prejudice to the Provider's right to request any further payments according to the Price Lists. The User acknowledges and agrees that the amount of the payments, if any, according to the Price Lists does not have to be quantified separately (and divided) by the Provider into individual items in connection with the Toll Service, but can be summarized. Other requested costs must be specifically quantified, at the latest upon the User's request.
- 7.14. The right to compensation or, if applicable, to the payment according to the Price Lists, is not affected in any way by the Provider's cooperation, if any, with the Toll System Operators (or Toll Artefact Issuers).

8. Topping Up the Toll Account Remotely

- 8.1. In the countries indicated in the Overview, the Provider may top up (recharge), on behalf of the User and on the User's instruction, the toll account kept with the Toll System Operator designed for payment of the toll and, if applicable, other related charges by the User.
- 8.2. The condition of providing this functionality is a prior agreement between the User and the Provider which shall contain at least an e-mail address from which the User is solely entitled to request a top-up, and the specific name of the person who is authorized to submit the request for top-up on behalf of the User. The authorized person (employee) shall be an employee agreed upon in advance by the User and the Operator.
- 8.3. The User is obliged to notify the Provider of any changes in the e-mail address or in the person who is entitled to make a request for remote top-up on behalf of the User to the address stated in the Address List accessible on the Client Website.
- 8.4. The User is obliged to send the request for the top-up to the e-mail address specified in the Address List accessible on the Client Website, and is obliged to provide the following additional information in the address:
 - (i) User number in the NUSZ system;
 - (ii) Requested top-up amount;
 - (iii) User's company name;
 - (iv) User's customer number assigned by the Provider;
 - (v) The person who ordered the top-up (name of the authorized representative);
 - (vi) Contact e-mail address of the authorized representative;
 - (vii) The e-mail it must contain the name of the employee who wrote it and that employee must be an authorized employee.
- 8.5. The Provider shall confirm to the User the topping up of the toll account at the User's e-mail address intended for sending requests for remote top-up, immediately after the top-up. Until the User receives confirmation of the topping up of the toll account, he/she is obliged to act as if the toll account were not topped up. This confirmation must contain a copy of the receipt. If it does not contain it, it is not considered valid and the account is deemed not to have been topped up.
- 8.6. After the toll account has been topped up, any of the EUROWAG Companies will be authorized to sign the invoice on behalf of the User and the User gives it all the authority to do so. In order to do this, it will need to know the unique identifier assigned to the User by the Toll System Operator.
- 8.7. The User's toll account is topped up in the system agreed for the payment of the toll.
- 8.8. Without prejudice to other provisions of the Business Terms, the Provider is entitled to terminate the agreement on remote top-up unilaterally with immediate effect in the event that the User repeatedly (i.e., more than three times) is in delay with the fulfilment of his/her obligations or, as the case may be, the Toll System Operator refuses to cooperate with him/her.

9. Additional Obligations of the User

- 9.1. In relation to the Toll Service, the User is obliged to provide and, if necessary, also prove at its own expense true and complete information to the Provider, the Toll System Operator (including the Toll Artefact Issuers), and, if necessary, otherwise provide the necessary assistance and cooperation.
- 9.2. At the Provider's request, the User is obliged to issue a power of attorney in connection with the Toll Service in the requested scope. In the event that the User fails to issue the power of attorney or revokes it after it has been issued, the Provider will be entitled to terminate the relevant the Framework Service Contract and the Service Contract without any notice period.

- 9.3. The Provider has set up a hotline at the Customer Support Department, available on the Website, which is intended as a point of contact for receiving operational requests or complaints related to the Toll Service provided through the Provider. With the exception of dealing with arrears of toll payments or selected claims, the User is not entitled to use customer hotlines of the operators of the individual toll systems in connection with the Toll Service provided through the Provider.
- 9.4. In addition to the obligations laid down in the ExBT, the User is obliged to take care of the Toll Artefact, not to damage it, to monitor the information on the display, light indicators, and audio signals, if any, of the Toll Artefact.
- 9.5. The user is obliged to ensure that only one Toll Artefact for the particular country (location) is used in the vehicle at one time, and the User is obliged to either uninstall or deactivate other Toll Artefacts that can be used for the same countries (locations), before using the respective toll road.
- 9.6. The user is obliged to return the Tangible Artefact to its issuer or the Toll System Operator at his/her own expense, immediately after it has been blocked or when the User decides not to use it anymore or if the User is asked to do so for important reasons by the issuer of the Tangible Artefact. In the same cases, the User is obliged to deactivate or discard the Virtual Artefact used by him/her.
- 9.7. If the Toll Artefact Issuer or the Operator of the relevant toll system requests replacement or a change of the Toll Artefact, the User is obliged not to use the original Toll Artefact and, until it has been replaced or changed, and to procure, at his/her own expense, either a substitute Toll Artefact or (if allowed by the Operator of the relevant toll system) or ensure an alternative method of payment of the toll and other charges.

10. Certain Provisions Regarding Personal Data Processing

- 10.1. In connection with the Toll Service, in particular registration, personal data of the Users, their employees and other associates may be processed and transferred for the purpose recording and recovering the claims, if any, of individual toll system operators. Typically, the Provider continuously provides the personal data to these toll system operators (if applicable also through the Toll Artefact issuer). In such a case, in addition to the Provider, the controller of the personal data is also the respective Toll System Operator from whom the data subjects may obtain any other information on the processing of personal data by this Operator, including but not limited to the purposes of the processing and the legal basis of the processing, legitimate interests, if any, of the controller, other recipients of the personal data, and information how data subjects can exercise their rights.

11. Certain Provisions Regarding Compensation for Breach of Obligation

- 11.1. Neither the Provider, nor the Agent nor any other EUROWAG Company are responsible in any way for acts or omissions of the Toll System Operators, the Toll Artefact Issuers, the User, or any third parties related to the Toll Service. In particular, none of the EUROWAG Companies is responsible for:
 - (i) accuracy, completeness, relevance and correctness of the content of the websites, manuals and ExBT of the toll system operators, the Toll Artefact Issuers (unless any of the EUROWAG Companies is the issuer thereof) and other third parties;
 - (ii) the consequences of the use of inaccurate, incomplete, irrelevant or false information and documents by the User (whether during the registration process, or in the Toll Artefact) or obtained from the User;
 - (iii) the mode of setting and use of the Toll Artefacts by the User (including the use of multiple Toll Artefacts for passage through a single toll road section);
 - (iv) malfunction of the Toll Artefacts (unless any of the EUROWAG Companies is the issuer thereof);
 - (v) shortage of Toll Artefacts at the points of purchase designated by the Toll System Operator or the Toll Artefact Issuers (unless the point of purchase is operated by any of the EUROWAG Companies as the Toll Artefact Issuer);
 - (vi) Save for cases where any of the EUROWAG Companies supplies the Toll Artefact to the User, none of the EUROWAG Companies is responsible for delayed shipping thereof.
- 11.2. Save for cases where the cause is malfunction of the Toll Artefact for which any of the EUROWAG Companies is responsible, none of the EUROWAG Companies bears responsibility for:
 - (i) relevance, completeness and correctness of the information in the electronic tolling system and the transaction or invoicing files or authorization requests submitted;
 - (ii) quality of the calculation of the toll, for the calculation of the toll of vehicles during the driving time with weight, width and height limitation, and for consistency of the costs stated with the actually calculated costs;
 - (iii) unjust enrichment of the Toll System Operator;
 - (iv) damage, charges or penalties to be paid by the User, which result from the malfunction of the Toll Artefact.
- 11.3. The User is obliged to indemnify the Provider, the Agent and any other EUROWAG Company under the system agreed for the payment of toll for any costs, expenses and damage cause by incorrect handling of the Toll Artefact, its use, by providing incomplete or inaccurate information, delay in submitting the required documents, in particular in connection with the registration for the toll system, and also settings of the Toll Artefact.
- 11.4. This Article shall be without prejudice to other provisions of the Business Terms.

12. Final Provisions

- 12.1. The Provider is not obliged to keep for the User any documents related to the provision of the Toll Service.
- 12.2. The Framework Service Contract may be terminated at any time by the User or the EUROWAG Company, even for convenience, and the notice period is 1 month and begins on the first day of the month following the month in which the notice was delivered to the other party.
- 12.3. The User acknowledges that the Toll Artefact may be subject to national laws and/or other export control laws and regulations, and may not be sold, rented or otherwise transferred or used for any purpose other than as agreed without the export or re-export permit from the competent authorities. The User agrees to comply with these provisions and regulations. The User acknowledges that these provisions and regulations may change and apply to the disposal of the Toll Artefact as amended.
- 12.4. The Toll Artefact may not be used, directly or indirectly, in connection with the development, production, handling, operation, maintenance, storage, detection, identification or proliferation of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, maintenance or storage of carriers capable of carrying such weapons.
- 12.5. These STC shall become effective on 15 April 2020 and shall apply to all Agreements entered into after this date, as well as to the Framework Service Contracts and Service Contracts concluded in connection with these Agreements. For Users who signed the Agreement before that aforementioned date, these GTC shall apply from 15 May 2020.