

## General Terms and Conditions of the Electronic Toll System Operator

Road and Motorway Directorate (Ředitelství silnic a dálnic s. p.), as the operator of the Electronic Toll System (hereinafter referred to as “RSD” or the “System Operator”) pursuant to Act No. 13/1997 Coll. on Roads, as amended (hereinafter referred to as the “Act”), issues the following General Terms and Conditions of the Electronic Toll System Operator (hereinafter the “Terms and Conditions”).

Pursuant to Section 22i(5) of the Act, the purpose of these Terms and Conditions is to describe and set out some rights and obligations of the System Operator and its Users (Vehicle Operators and Drivers) arising from the operation of the Electronic Toll System in the Czech Republic and related to the payment of Toll for using Toll Roads.

The obligation to pay tolls for using toll roads in the Czech Republic applies to Users with vehicles with at least four wheels, whose maximum permissible weight is more than 3.5 tons. Due to the replacement of the contractor and the technology of the Electronic Toll System in the Czech Republic effective as of 1 December 2019, Users are obliged to re-register for the Electronic Toll System and to acquire a new Electronic Device. In connection with the provision of the Electronic Device, the Users are obliged to pay a Deposit to the System Operator, which will be refunded upon return of the undamaged Electronic Device.

The System Operator allows Users to pay tolls for using toll roads in the Prepay or Postpay mode. Under the Postpay mode, Users may pay tolls based on the Postpay Terms Agreement with Deferred Maturity concluded with the System Operator (in which case they are obliged to ensure that they fulfil their obligations through the Bank Guarantee) or based on Postpay Terms Agreement with Fuel Card Payment concluded with the System Operator.

The terms used in this preamble of the Terms and Conditions with capital letters correspond to the meaning of these terms as defined in Chapter 1 of these Terms and Conditions below.

# 1 COMMON PROVISIONS

## 1.1 Definition of terms used

For purposes of these Terms and Conditions, the terms below shall have the following meanings:

**“Bank”** means a bank meeting the requirements of the Electronic Toll System Operator for a bank issuing a Bank Guarantee;

**“Bank Guarantee”** means a valid and irrevocable bank guarantee payable on the first call and without objections issued by the Bank in favour of the Electronic Toll System Operator to secure the Electronic Toll System Operator's receivables from the Vehicle Operator from toll transactions arising under the Postpay mode and to secure other receivables of the the Electronic Toll System Operator against the Vehicle Operator, arising out of or in connection with the conclusion of the Postpay Terms Agreement, including late interest and costs associated with the application of the Bank Guarantee;

**“CEMT”** means a multilateral authorization for international road freight transport, as decided by the Conference of European Ministers of Transport of the CEMT Member States; for the purposes of registering a vehicle in the Electronic Toll System and applying a Toll Discount, this is a certificate of conformity with technical and safety requirements in relation to emissions and noise;

**“COC”** (Certificate of Conformity) means a certificate issued by a conformity assessment body on the basis of certification criteria certifying that a good, process or service meets specified standards; for the purposes of registering a vehicle in the Electronic Toll System and applying a Toll Discount, it is a declaration of conformity with technical and safety requirements in relation to emissions;

**“CIF”** (Customer Information File) means the certificate issued by the vehicle manufacturer and sent to the vehicle buyer; it contains information on the technical specifications, CO<sub>2</sub> emissions and fuel consumption of the vehicle.

**“Distribution Point”** means a place designated by the Electronic Toll System Operator where the services related to the operation of the Electronic Toll System are provided, arising from these Conditions;

**“Postpay Terms Agreement”** means an agreement between the Electronic Toll System Operator and a Vehicle Operator whose conclusion is a condition for enabling the payment of tolls in the Postpay mode;

**“Agreement on the use of the electronic device in Toll Exempt Mode”** means an agreement between the Electronic Toll System Operator and a Vehicle Operator, the conclusion of which is a condition for the use of toll roads by a vehicle in the toll exempt mode;

**“Dynamic change of the weight category”** means a rule for determining the weight category of a vehicle or combination of vehicles for the purposes of applying a specific toll rate. According to this rule, the classification of a vehicle or vehicle combination in a specific weight category changes depending on the connection/disconnection of trailers.

**“EETS”** means the European Electronic Toll Service within the meaning of Section 22b of the Act;

**“Electronic Device”** has the meaning specified in Section 22(2) of the Act and Section 10 of the Decree, and it is owned by the System Operator. An integral part of the Electronic Equipment is also its equipment intended to be installed in the Vehicle through the socket of the so-called "cigarette lighter";

**“Invoice”** means a document with a statement of Toll, Deposit, damages or other fees for services according to the Price List;

**“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);

**“Deposit”** has the meaning specified in Section 22c par. 4 letter a) par. 2 and par. 5 through 7 of the Act and the provisions of Section 3 of the Decree;

**“Contact Point”** means a location designated by the System Operator where the services related to the operation of the Electronic Toll System are provided, ensuing from the Terms and Conditions;

**“Toll Event”** means an event that occurred when a vehicle crossed a Toll Section and was recorded by the Electronic Toll System. The Toll Event is represented by an electronic data record containing, in particular, information about the Toll Event, date and time, toll section identification and vehicle identification;

**“Toll Transaction”** is a record of a vehicle passing through a Toll Section. A Toll Transaction takes the form of an electronic data record, which results from the evaluation and processing of one or a combination of multiple Toll Events. A toll transaction shall include, in particular, information on the type of Toll Transaction, date and time, Toll Section identification, vehicle identification, toll amount calculated and payment mode;

**“Toll”** shall have the meaning pursuant to the relevant provisions of the Act, the Regulation of the Government, and the Decree; with effect as of 1 March 2024 it is imposed in order to achieve a return: (a) costs incurred on toll roads, (b) external costs, which are costs induced by: (i) air pollution, (ii) noise, (iii) CO<sub>2</sub> emissions. Specific Toll rates are set by the Government Regulation in its annexes;

**"Toll Debt"** means an amount of toll that has not been paid properly;

**"Toll Section"** is a continuous part of a Toll Road defined by the start of the Toll Section and the end of the Toll Section. The start and the end of the Toll Section can be determined by crossing a motorway, 1st, 2nd and 3rd category road, local road, utility road or the administrative boundary of an administrative section;

**"Government Regulation"** means Government Regulation No. 240/2014 Coll. on the amount of time fees, Toll rates, toll discounts and how to apply the toll discount as amended;

**"Inactive Electronic Device"** means an Electronic Device that the System Operator has removed from the Electronic Toll System records pursuant to par. 5 article 1.5.5 of the Terms and Conditions;

**"Maximum permissible weight of a vehicle or a vehicle combination"** means the maximum permissible weight of a vehicle or a vehicle combination for the purposes of applying a specific toll rate; according to the Regulation of the Government, with the effect as of 1 January 2021, the following vehicle or vehicle combination weight categories are distinguished: (i) over 3.5 tons and less than 7.5 tons, (ii) at least 7.5 tons and less than 12 tons, and (iii) at least 12 tons.

**"Civil Code"** means Act No. 89/2012 Coll. the Civil Code, as amended;

**"Personal Data "** means any information relating to an identified or identifiable natural person (hereinafter referred to as "Data Subject"); an identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as name, identification number, location data, network identifier or one or more factors specific to physical, physiological, genetic, mental, economic, cultural or the social identity of that natural person;

**"Payment Card"** means a debit or credit card accepted by the Electronic Toll System Operator as a means of payment for Toll and providing a Deposit; the list of types of accepted payment cards is available at Contact Points, Distribution Points, the Customer Web Portal and the Customer Service Line;

**"Applicable Legislation "** means all relevant generally binding legal regulations particularly regulating the Electronic Toll System, the legal status of the System Operator and the User, as well as all related terms and conditions regarding Toll payment, in particular Act No. 361/2000 Coll. on Road Traffic as amended, the Payment System Act, the Civil Code, the Government Regulation, the Decree, GDPR;

**"Number of axles of a vehicle or vehicle combination"** the number of axles of a vehicle or vehicle combination for the purposes of applying a specific toll rate, according to the Regulation of the Government, with effect as of 1 January 2021, the following vehicle or vehicle combination weight categories are distinguished: (i) with 2 axles, (ii) with 3 axles, (iii) with 4 axles or (iv) with 5 or more axles.

**"Damaged Electronic Device"** means an Electronic Device that is mechanically damaged (e.g. a broken, shattered, scratched device or missing power cord or deteriorated or otherwise damaged bar/numeric code) or has visually visible signs of damage (e.g. written over, dirty, charred, having signs of liquid leakage into the device or contaminated with glue or equipped with a cord other than designated by the manufacturer or received at a Distribution or Contact Point or via post). A damaged Electronic Device is assessed regardless of the functionality of the bar code or the Electronic Device itself. A damaged Electronic Device is also such an Electronic Device, the malfunction of which was not caused by the Vehicle Operator or the Driver, and this fact has been confirmed by the authorised person;

**"Personal Data Protection Officer"** means, pursuant to GDPR, a person whose status is regulated in Article 37 et seq. GDPR;

**"Business Day"** means a day that is not a Saturday, a Sunday or a national or other holiday under Act No. 245/2000 Coll. on National Holidays, other Holidays, Important Days and Rest Days as amended;

**"Card Prefix"** means the first few digits of a Fuel Card number specified by the Fuel Card Issuer;

**"Means of electronic identification"** shall mean a means of electronic identification issued by a qualified system pursuant to Act No. 250/2017 Coll. on Electronic Identification.

**"System Operator"** means the Road and Motorway Directorate as the operator of the Electronic Toll System;

**"Vehicle Operator"** is a person defined in Section 2 (b) of Act No. 361/2000 Coll. on Road Traffic and on amending certain Acts (Road Traffic Act) as amended and, in addition, a person empowered by the owner to operate a vehicle under his/her own name;

**"Prepaid Credit"** means an advance payment for the payment of Toll by a User in the Prepay Mode;

**"User Registration"** means entering User data into the Electronic Toll System at Contact Points or through the Customer Zone. By registering, the User is given access to several additional features of the Electronic Toll System;

**"Postpay Mode"** means a mode of toll payment after using a Toll Road;

**"Toll Exempt Mode"** means a mode in which vehicles defined by Act No. 13/1997 Coll. on Roads as amended are exempt from Toll payment and use an Electronic Device;

**"Prepay Mode"** means a mode where an advance payment for Toll is made prior to the use of a Toll Road;

**"Driver"** has the meaning defined in Section 2 (d) of Act No. 361/2000 Coll. on Road Traffic as amended;

**"List of Fees"** means a price list of services provided by the System Operator in connection with the Electronic Toll System operation and available on the Customer Portal and the Customer Service Line;

**"Toll Discount"** means the amount of Toll imposed that is refunded to the Vehicle Operator always for the past calendar year after all conditions for granting the discount have been met in accordance with the Government Regulation;

**"Parties"** means the System Operator and the Vehicle Operator;

**"Controller"** means, in terms of the GDPR, the System Operator processing the Personal Data of a Data Subject;

**"Data Subject"** in terms of the GDPR is any natural person whose Personal Data are processed in connection with the Electronic Toll System operation;

**"Electronic Toll System"** is the electronic toll system according to the provision of Section 22(2) and Section 22a of the Act;

**"Fuel Card"** means a card (other than a Payment Card) which can be used to pay for Toll in the Czech Republic, a deposit and also fees for services according to the List of Fees in the Postpay Mode, which is accepted by the System Operator; a list of accepted fuel card types is available at Contact Points, Distribution Points, the Customer Web Portal, and on the Customer Service Line;

**"Vehicle Technical Certificate"** is a document about the vehicle owner and Vehicle Operator, which includes a technical description of the vehicle (for vehicles registered in the Czech Republic (i) from 1 January 2024 referred to as the Vehicle Registration Certificate; (ii) before 1 January 2024 also referred to as the Vehicle Registration Certificate - Part I and also as the Vehicle Registration Certificate - Part II; (iii) for vehicles from the European Union countries also the Vehicle Registration Certificate; (iv) for vehicles from outside the European Union countries a similar document issued by a country other than a member country of the European Union);

**"User"** means the Vehicle Operator and/or Driver;

**"System Operator Account"** means the System Operator's bank account specified on the Customer Web Portal;

**"Vehicle in the Electronic Toll System or Vehicle"** means a motor vehicle with at least four wheels, whose maximum permissible weight is over 3.5 tons;

**"Decree"** means the Decree of the Ministry of Transport No. 470/2012 Coll. on the Use of Roads subject to Toll Payment as amended;

**"Vehicle Registration in the Electronic Toll System"** means the entry of data into the Electronic Toll System of a vehicle whose operation on the roads in the Czech Republic is subject to obligations pursuant to Section 20a, Section 22, Section 22i and Section 22j of Act No. 13/1997 Coll. on Roads as amended, and provisions of Sections 4 through 8 of the Decree;

**"Customer Service Line"** means a location designated by the System Operator for telephone and written communications, where services related to the Electronic Toll System operation are provided; contact information is provided on the Customer Web Portal;

**"Customer Web Portal"** means a set of devices and Electronic Toll System services used to provide general information on toll charging for the general public, and for logged in Users the Customer Zone via remote Internet access and mobile applications. The Customer Portal is located on the web portal of [www.mytocz.eu](http://www.mytocz.eu);

**"Customer Zone"** means a set of devices and Services through which customer services and remote access resources are provided via the Internet and mobile applications. The Customer Zones enables users to obtain general information and information regarding Toll data collection for a specific Customer, to handle queries, suggestions, requests and claims, to pay Toll-related payments, including Deposits. Personalised information provided in a secure manner based on User authentication;

**"Act"** means Act No. 13/1997 Coll. on Roads, as amended;

**"Payment System Act"** means Act No. 370/2017 Coll. on the Payment System as amended;

**"Guarantee Certificate"** means a guarantee certificate issued by a Bank based on a Bank Guarantee and on the relevant form provided by the System Operator; this form can be picked up by a Vehicle Operator at a Contact Point or printed on the Customer Web Portal;

**"Simplified Document"** means a Toll prepayment document, proof of deposit of a refundable deposit for an OBU, proof of payment of Toll, proof of refund of an OBU deposit, proof of refund of a prepaid credit, which is issued for the User at the time of payment;

**"Toll Roads"** means a road subject to toll payment in accordance with Section 20 of the Act;

**"Processing"** in terms of GDPR means any operation or a set of operations with Personal Data or Personal Data files performed with or without the assistance of automated procedures such as collecting, recording, arranging, structuring, storing, customizing or modifying, retrieving, viewing, using, making available by transmission, dissemination or any disclosure, alignment or combination, restriction, deletion or destruction;

**"Processor"** in terms of GDPR means a natural or legal person, public body, agency or other entity that processes Personal Data for the Operator, in particular CzechToll s.r.o. and SkyToll, a.s.

## 1.2 Binding Terms and Conditions

1. In the Prepay Mode, the Terms and Conditions for the User are binding from the moment of registration of the vehicle in the Electronic Toll System or from the date of entry into force of the Terms and Conditions, if the Registration in the Electronic Toll System occurred before the effective date of the Terms and Conditions. By registering in the Electronic Toll System, the User confirms that he/she is familiar with the contents of the Terms and Conditions, that he/she understands them and that he/she agrees with them.
2. In the Toll Exempt Mode, the Terms and Conditions are binding for the User from the moment of registering the User for the Electronic Toll System or from the effective date of the Terms and Conditions, if the User was registered to the Electronic Toll System before the effective date of the Terms and Conditions. By registering the User in the Electronic Toll System, the User confirms that he/she has read the contents of the Terms and Conditions, that he/she understands them and that he/she agrees with them.
3. For the Vehicle Operator in the Prepay Mode and in the Toll Exempt Mode, the Conditions become binding even if the vehicle has been registered in the Electronic Toll System, or in the Toll Exempt Mode, the User was registered in the Electronic Toll System by the Driver.
4. In the Postpay Mode, the Terms and Conditions for the User are binding from the moment of conclusion of the Postpay Terms Agreement or from the date of entry into force of the Terms and Conditions, if the conclusion of the Postpay Terms Agreement occurred before the effective date of the Terms and Conditions. By concluding the Postpay Terms Agreement the User confirms that he/she has read the contents of the Terms and Conditions, that he/she understands them and that he/she agrees with them.
5. In relation to the Driver, if the vehicle has not been registered by the Driver, the Terms and the Conditions become binding upon him/her as of the moment of commencement of the use of a Toll Road. The Vehicle Operator is obliged to inform the Driver of the contents of the Terms and Conditions.

## 1.3 Authorisation to act on behalf of the Vehicle Operator

1. If the Vehicle Operator is a natural person, he/she shall act independently. If this natural person is legally incapable or if his/her legal capacity is limited, his/her legal representative or guardian appointed by the court shall act on his/her behalf.
2. If the Vehicle Operator is a legal person, a statutory body and/or a proxy may act on its behalf in the Postpay Mode on the basis of an extract from the Companies Register or a similar register and/or a person acting under a valid power of attorney with officially certified signatures of the principals. In the Prepay Mode, the Driver may also act on his behalf under the conditions set out in the Conditions.
3. If the Vehicle Operator is a legal entity that is not registered in the Companies Register but in another, legally designated register, in the Postpay Mode a statutory body can act on its behalf, which has been authorised to do so on the basis of the relevant documents on incorporation/foundation of the company, or a person acting on the basis of a valid power of attorney applicable to a legal act in question and with officially certified signatures of members of the statutory body. In the Prepay Mode, the Driver may also act on his behalf under the conditions set out in the Conditions.
4. The Postpay Terms Agreement may be concluded, changed or terminated solely by the Vehicle Operator or its authorised representative on the basis of a written power of attorney with an officially certified signature, which has to be suitable for carrying out legal acts.
5. The aforesaid provisions of this Chapter of the Terms and Conditions shall proportionately apply to the Vehicle Operator, which is the Vehicle owner or by the owner designated holder of the Vehicle Technical Certificate, who is recorded in the Vehicle Technical Certificate and authorized to decide on the use of the Vehicle.
6. If the Vehicle Operator or the Vehicle owner is a designated holder of the Vehicle Technical Certificate who is not recorded in the Vehicle Technical Certificate and is authorized to make a decision on using the Vehicle, he/she/it shall be obliged to submit a written certificate authorising the Vehicle Operator or the Vehicle driver to use the given Vehicle. The authorisation to use a Vehicle has to be suitable for carrying out legal acts and at the same time it may not be older than 3 months.
7. If it is not possible to determine in advance details of the Vehicle Operator from Vehicle Technical Certificate in the Prepay Mode, the Vehicle Operator and/or the Vehicle Driver has to submit an extract from the Companies Register or a similar register for identification of the Vehicle Operator.
8. The registration of the Vehicle in the Electronic Toll System in the Prepay Mode may be performed by the Driver on behalf of the Vehicle Operator if he/she was authorized to drive the Vehicle at that time. The Driver is obliged to prove the authorisation to drive the Vehicle by means of the Vehicle Technical Certificate.
9. The occurrence, change or termination of the duties of the Vehicle Operator is not affected by the fact if the Vehicle Driver was not authorized to drive the Vehicle at the given time.
10. Notwithstanding the above provisions of this Chapter 1.3, in the event of a Vehicle Operator granting a Fuel Card Issuer the power of attorney to act on behalf of the Vehicle Operator in the Postpay Mode including the registration of vehicles of the Vehicle Operator in the Electronic Toll System and the Postpay Terms Agreement with a Fuel Card Payment on behalf

of the Vehicle Operator, the official verification of the signature of the authorized representative of the Vehicle Operator on such power of attorney is not required.

## 1.4 Vehicle registration in the Electronic Toll System, Toll payment modes and their adjustments

1. In order to register a vehicle in the Electronic Toll System, the User is obliged in accordance with the Act and the Decree to provide the System Operator with the data necessary to register the vehicle and to submit the Vehicle Technical Certificate. In particular, the Vehicle Operator shall provide the following information:
  - a) the LPN and the country in which the Vehicle is registered;
  - b) the Vehicle category according to the applicable legislation, in particular the Decree;
  - c) the total weight of the Vehicle, the number of axles and the emission class of the Vehicle;
  - d) an indication of whether the Vehicle is equipped with a device or modification that might prevent the Electronic Device from functioning properly, such as whether the Vehicle has a plated windscreen;
  - e) the estimated total length of the Toll Roads that the Vehicle Operator plans to cross during the specified period of time in the Postpay Mode;
  - f) name or company name, or name and surname of the Vehicle Operator;
  - g) name or company name or name and surname of the owner of the Vehicle, if different from the Vehicle Operator;
  - h) e-mail address of the Vehicle Operator.

The User shall be responsible for the accuracy of the data and documents submitted.

2. If the EURO emission class or CO<sub>2</sub> emission class is missing from the Vehicle Technical Certificate, the EURO/CO<sub>2</sub> emission class can be documented with a valid CEMT certificate or a COC or CIF document.

If a valid EURO emission class is not unequivocally proven for a Vehicle registered in an EU Member State, it can be assigned according to the date of the first vehicle registration specified in the Vehicle Technical Certificate. If this method of EURO emission class assignment cannot be used, the Vehicle is assigned the EURO II emission class in the Electronic Toll System. In case of a Vehicle registered outside an EU Member State an EURO emission class is not unequivocally proven, then the EURO II emission class shall be assigned to this Vehicle in the Electronic Toll System. Upon later demonstration of a higher emission class (EURO III to EURO VI) by the Vehicle Operator, the Vehicle shall be registered by the System Operator in the relevant higher EURO emission class. Together with the adjustment of the emission class, the System Operator automatically re-sets the Toll amount for all registered Toll Events in the active account of vehicle, retroactively from the date of registration of the Vehicle in the Electronic Toll System.

If the CO<sub>2</sub> emission class of the Vehicle is not clearly proven, the System Operator will automatically assign the Vehicle to the CO<sub>2</sub> emission class 1, which meets the least stringent CO<sub>2</sub> emission level.

For Vehicles registered in the Electronic Toll System prior to 1 March 2024, the User may apply for classification into a CO<sub>2</sub> emission class higher than that which meets the least stringent CO<sub>2</sub> emission level (CO<sub>2</sub> emission class 1) by providing the System Operator with information on the CO<sub>2</sub> emission class demonstrated by a valid CEMT certificate or COC or CIF document of the Vehicle along with the application for classification into a higher CO<sub>2</sub> emission class. In this case, the System Operator has 5 working days to process the application and the new CO<sub>2</sub> emission class of the Vehicle becomes effective on the date the application is resolved.

For Vehicles registered in the Electronic Toll Collection System after 1 March 2024 and provided that the User has applied on the date of the registration of the Vehicle in the Electronic Toll System for classification in a CO<sub>2</sub> emission class higher than that which meets the least stringent CO<sub>2</sub> emission level (CO<sub>2</sub> emission class 1), by providing the System Operator with the CO<sub>2</sub> emission class information demonstrated by a valid CEMT certificate or COC or CIF document of the Vehicle along with the application for classification into a higher CO<sub>2</sub> emission class, the System Operator has 30 calendar days to resolve the application and the assigned CO<sub>2</sub> emission class shall already be effective as of the date of the registration of the Vehicle in the Electronic Toll System.

In the event that the User requests to be classified in a CO<sub>2</sub> emission class higher than that which meets the least stringent CO<sub>2</sub> emission level (CO<sub>2</sub> emission class 1) later than when the Vehicles are registered in the Electronic Toll Collection System, the System Operator shall have 30 calendar days to process the application and the assigned CO<sub>2</sub> emission class shall be effective from the date on which the System Operator receives a duly submitted application for an adjustment of the CO<sub>2</sub> emission class, i.e. a application containing all the requirements for classification into a higher CO<sub>2</sub> emission class, including the documentation of the emission class information demonstrated by a valid CEMT certificate or COC or CIF document of the Vehicle.

3. The System Operator is entitled to scan the Vehicle Technical Certificate and a CEMT certificate or a CIF and COC document submitted by the User when registering the Vehicle in the Electronic Toll System.
4. Upon receipt of the Electronic Device, the User shall receive a document from the System Operator containing the acquired data, which the User is obliged to check on the spot and confirm their accuracy by his/her signature. If the User does not contest the registered data upon receipt of the document, he/she is subsequently liable for their accuracy. The Vehicle Operator is obliged to immediately correct inaccurate data in the Electronic Toll System.



5. The System Operator shall keep the recorded data in electronic form 5 years after the cancellation of the toll account for an Electronic Device.
6. If the System Operator detects an inconsistency of the registered data essential to determine the toll rate with the data specified in the Vehicle Technical Certificate or a CEMT certificate or a CIF and COC document, the System Operator is entitled to change these incorrect registered data, namely after 48 hours from sending an e-mail notification of detected inconsistency to the Vehicle Operator. The System Operator further informs the Vehicle Operator that with effect as of 01/03/2024, the compliance of the registration data in the Electronic Toll System with the vehicle data registered in the Register of Road Vehicles shall be automatically verified for vehicles registered in the Czech Republic.
7. Together with the change of registered data, the System Operator shall re-calculate the Toll for all registered Toll Events of the Vehicle whose registered data have been corrected. The difference found in relation to the originally determined Toll in the Prepay Mode shall be charged from the Prepaid Credit and in the Postpay Mode the difference shall be billed in an Invoice.
8. The Vehicle Operator shall be obliged to inform the System Operator of any changes to the recorded data within five days from the date of their change. The User shall be subject to sanctions according to the Act if he/she uses a toll road with incorrect data set in the Electronic Device.
9. Data recorded by the Electronic Toll System are used to determine the obligation to pay Toll. The User acknowledges the fact that based on the data recorded by the Electronic Toll System, he/she shall be obliged to pay Toll even if a Toll Event has not been recorded, but it is clear from the records in the Electronic Toll System that a Toll Road has been used by the Vehicle in the given Toll Section.
10. In the Electronic Toll System, Toll can be paid either in the Prepay Mode or in the Postpay Mode. In both schemes, Toll is paid only in the currency of the Czech Republic, regardless of the payment instrument used to pay for it. The payment mode is agreed before a vehicle is registered in the Electronic Toll System.
11. The condition for enabling the payment of Toll in the Postpay Mode is fulfilment of the conditions set by the System Operator in accordance with Chapter 3.2 of these Terms and Conditions. Until the System Operator decides whether the Vehicle Operator meets these conditions, the Toll may only be paid in the Prepay Mode.
12. When changing the payment mode, the original Electronic Device must be returned and new one picked up.
13. If a Vehicle Operator has a Vehicle registered in the Electronic Toll System and at the same time there is a Toll Debt of the Vehicle Operator registered with this Vehicle, the System Operator may refuse to register a new Vehicle of the Vehicle Operator or a proposal to amend the concluded Postpay Terms Agreement.
14. If there is a change of a Vehicle Operator registered in the Electronic Toll System, the new Vehicle Operator, its authorised representative or in the Prepay Mode also the Driver shall be obliged to re-apply for registration of the Vehicle in the Electronic Toll System before using Toll Roads and provide new registration data to the System Operator. The original Vehicle Operator is obliged to return the Electronic Device and to pay all liabilities to the System Operator. In the event of failure to comply with this obligation, the provisions of par. 13 of this chapter of the Terms and Conditions shall apply.

## **1.5 Electronic Device**

1. Only one Electronic Device may be used in a Vehicle registered exclusively for that Vehicle in the Electronic Toll System.
2. The Electronic Device may only be used with the original accessories, otherwise any claim by a Vehicle Operator and/or a Driver related to the proper functioning of the Electronic Device cannot be made.
3. The Electronic Device may be disposed of and used only in the manner stipulated by the Act, the Decree, the Terms and Conditions and the operating instructions for the Electronic Device.
4. The User acknowledges and agrees that the System Operator is entitled to block the Electronic Device, especially in the case of a negative balance of the Prepaid Credit, in the event of irregularities in the payment of Tolls, Deposits and service charges according to the List of Fees; in the event of loss or theft of the Electronic Device, unauthorized tampering of the Electronic Device or, for example, technical or operational problems of the Electronic Device, which the User is notified of by the System Operator.
5. The Electronic Device defined in the electronic device operating instructions is and remains the property of the System Operator.

### **1.5.1 Installation and placement of the Electronic Device**

1. The Vehicle Operator and, in the case of registering a Vehicle in the Prepay Mode, the Driver shall also be responsible for the correct installation and placement of the Electronic Device in the Vehicle in accordance with applicable legislation, the Terms and Conditions and the Operating Instructions for the Electronic Device, namely so that it enables the acquisition of data necessary for toll calculation and control performance.
2. Installation of the Electronic Device means the physical connection of the Electronic Device to the Vehicle electrical system.
3. The location of the Electronic Device means the spatial positioning of the the Electronic Device on the windshield of the Vehicle and the fixation of the Electronic Device at that designated position.

4. The Vehicle Operator undertakes not to install or place another device in the Vehicle using the Electronic Device in such a way that this other device would compromise the proper functioning of the Electronic Device (typically interfering with the Electronic Device). If the Vehicle is equipped (even from the manufacturer) with a device, component or modification that could interfere with the proper functioning of the Electronic Device<sup>1</sup>, the Vehicle Operator and/or the Driver shall ensure the installation of an external antenna supplied by the System Operator and the connection of the antenna to the Electronic Device in accordance with the instructions for use of the Electronic Device or shall place such other devices, components of the Vehicle equipment and the Electronic Device in the Vehicle in such a way that the proper functioning of the Electronic Device is not impaired. In the event of interference or suspected interference with the proper functioning of the Electronic Device by another device or component of the Vehicle and the search for a suitable technical solution, the Vehicle Operator shall be entitled to contact the System Operator via the Customer Service Line with a request for cooperation (consultation).

### **1.5.2 Electronic Device Settings and Dynamic Weight Category Adjustment**

1. The Vehicle Operator shall be responsible for the correct setting of the Electronic Device and, before the start and during the journey on Toll Roads the Driver shall be responsible as well. Setting the Electronic Device means entering the correct data into the Electronic Device.
2. When providing the Electronic Equipment, the person authorised by the System Operator shall set in the Electronic Device, based on the Vehicle registration data, the Vehicle category, the total weight of the Vehicle, the number of axles of the Vehicle and the emission class of the Vehicle.
3. If there is a change in the number of axles of the Vehicle before or during use of the Toll Roads, the Vehicle Operator or the Driver shall immediately change the number of axles in the Electronic Device to reflect the actual condition of the Vehicle before using or before further using the Toll Roads. The number of axles cannot be changed while driving; the Vehicle must be stationary to change the axles.
4. With effect as of 1 January 2021, for the purposes of determining the Toll Rate, the System Operator shall apply a dynamic change of the weight category, when the weight category of the vehicle or vehicle combination changes depending on the connection or disconnection of trailers. The dynamic change of the weight category is applied in relation to (i) the registered maximum permissible weight of the vehicle or vehicle combination, (ii) the registered basic number of axles of the vehicle or vehicle combination, and (iii) the current number of axles of the vehicle or vehicle combination at the time of driving. The following rules are applied by the System Operator to determine the Toll Rate:
  - a) For Vehicles with a maximum permissible weight category of more than 3.5 tons and less than 7.5 tons, the Toll Rate applicable to Vehicles with a maximum permissible weight category of at least 7.5 tons and less than 12 tons shall apply to the valuation of Toll events if the registered vehicle connects a trailer with two or more axles behind it;
  - b) For Vehicles with a maximum permissible weight of at least 7.5 tons and less than 12 tons, the Toll Rate applicable to Vehicles with a maximum permitted weight category of at least 12 tons when assessing Toll events if the registered vehicle connects a trailer with at least one axle.
5. If the Electronic Toll System applies a toll rate higher than the Toll Rate that corresponds to the actual Vehicle category as a result of inaccurate setting of the Electronic Device by the System Operator, the Vehicle Operator shall be obliged to pay the Toll calculated on the basis of the higher toll rate. The Vehicle Operator shall subsequently be entitled to file a complaint regarding the incorrect setting of the Electronic Device by the System Operator according to the Chapter 5 of these Terms and Conditions.
6. If the Electronic Toll System applies a higher toll rate than the toll rate that corresponds to the actual Vehicle category as a result of an inaccurate setting of the Electronic Device by the Vehicle Operator and/or Driver, the Vehicle Operator shall be obliged to pay the Toll calculated on the basis of the higher toll rate. The Vehicle Operator shall be entitled to file a complaint regarding the incorrect setting of the Electronic Device by the Vehicle Operator and/or the Driver according to Chapter 5 of these Terms and Conditions.

### **1.5.3 Electronic Device Use**

1. The Vehicle Operator and/or the Driver is obliged to check the functionality and correct setting of the Electronic Device before, during and after the driving on Toll Roads.
2. When checking the functionality of the Electronic Device before driving, the Driver is obliged to check the correct setting of the number of axles of the Vehicle before entering a Toll Road.
3. Before arriving in the Czech Republic, the Driver is obliged to plug the Electronic Device into the Vehicle electrical system socket and correctly set it well in advance of crossing the state border of the Czech Republic, at least 30 kilometre before the state border of the Czech Republic.
4. The Driver may turn off the Electronic Device sound signalling, which informs the Driver of the correct functioning of the Electronic Device. Turning off the Electronic Device sound signalling does not release the Driver from the obligation to check the functionality and correct setting of the Electronic Device while driving. By switching off the sound signal, the

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<sup>1</sup> For example, equipping the vehicle with plated glass or other equipment that interferes with the proper functioning of the Electronic Device.



Vehicle Operator and/or Driver does not relieve himself of his responsibility for complying with the obligations defined by the applicable legislation and the Terms and Conditions.

5. If there is a failure or damage to the Electronic Device while driving on the Toll Roads, the Driver is obliged to drive to the nearest Contact or Distribution Point and have the Electronic Device replaced there.
6. If an Electronic Device is to be transported on the Toll Roads while in the Vehicle that is not to be used to record Toll Events at the time of the transport, the Vehicle Operator to which the Electronic Device to be transported is assigned shall ensure proper transportation of the Electronic Device according to the System Operator's instructions specified in the operating instructions of the Electronic Device. If this procedure is not followed, the System Operator will not refund the calculated Toll and the User remains fully responsible for the payment of the Toll charged.

#### **1.5.4 Theft, loss, destruction or damage of the Electronic Device**

1. In the event of theft, loss or destruction of the Electronic Device, the Vehicle Operator and/or the Driver shall be obliged to promptly notify the System Operator of the theft, loss or destruction of the Electronic Device via the Customer Service Line or any Point of Sale. The System Operator shall enter a notice of the theft, loss or destruction of the Electronic Device into the Electronic Toll System and deactivate the Electronic Device upon receipt of such notification. Deactivation of the Electronic Device does not terminate the registration of the Vehicle in the Electronic Toll System; the registration needs to be terminated in one of the ways specified in Article 1.5.5 par. 6 of these Terms and Conditions.
2. If the Electronic Device was used by an unauthorized person after the theft or loss, the Vehicle Operator to which the Electronic Device is assigned shall pay the Toll in full calculated according to the Electronic Toll System records for the period from the time of theft or loss to the moment of entering the theft or loss notification in the Electronic Toll System by the System Operator.
3. If the stolen or lost Electronic Device is returned to the System Operator, the System Operator shall refund the amount of the Deposit to the Vehicle Operator only after the confirmation of full functionality of the Electronic Device by the authorised person, or if the returned Electronic Device is damaged, after the 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 and/or the service centre of the Electronic Device manufacturer.
4. The Vehicle Operator and/or the Driver are obliged to prevent situations in which the Electronic Device may be stolen, lost, destroyed or damaged.

#### **1.5.5 Electronic Device Return**

1. The electronic device can be returned in person at a Distribution or Contact Point, or sent by post to the following delivery address of Annex NET, s.r.o.: České družiny 1673/5, 160 00 Prague 6 - Dejvice, Czech Republic. The electronic equipment provided in the Prepay Mode for which the Deposit and/or Prepaid Credit has been paid in cash must be returned together with a duly completed written request for the refund of the Deposit and the unused Credit. The request form to refund the Security Deposit can be obtained on the Customer Web Portal.
2. If the amount of Prepaid Credit is less than CZK 0, the Vehicle Operator and/or Driver is obliged to pay this Toll debt upon return of the Electronic Device. When returning the Electronic Device by post, the System Operator shall issue an electronic invoice for the outstanding Toll, which the Vehicle Operator is obliged to pay by the due date specified in the invoice. The electronic invoice for the outstanding Toll is available to the Vehicle Operator via the Customer Zone. The System Operator will send an e-mail notification to the Vehicle Operator about the availability of the electronic invoice for the outstanding Toll at the Customer Zone to the e-mail address specified by the Vehicle Operator.
3. The Vehicle Operator is obliged to return the Electronic Device without unreasonable delay, but no later than 21 days after being requested by the System Operator, in particular for the following technical or operational reasons:
  - a) end of the life cycle of the technology or device required for the correct functioning of the Electronic Device;
  - b) manufacturing defect, which prevents the functionality and reliability of the Electronic Device, or endangers the Vehicle Operator and/or the Driver.
4. If there is a change of the Vehicle Operator to which the Electronic Device has been issued, the original Vehicle Operator is obliged to return the Electronic Device within 5 days of the date of such change. The return of the Electronic Device by the Vehicle Operator in the Postpay Mode does not result in the termination of the Vehicle registration in the Electronic Toll System; the Vehicle registration in the Postpay Mode needs to be terminated in one of the ways specified in par. 6 below.
5. The System Operator shall remove the Electronic Device and the Vehicle from the Electronic Toll System records, if the User does not return the Electronic Device for more than 1 year from the date of the last Toll Transaction. The history of Electronic Device and Vehicle data in the Electronic Toll System remains unchanged.
6. In the Postpay Mode, the return of the Electronic Device does not automatically terminate the Vehicle registration in the Electronic Toll System. A user in the Postpay Mode shall be obliged to terminate the registration of the Vehicle in the Electronic Toll System in one of the following ways:
  - a) A user with a concluded Postpay Terms Agreement with Fuel Card Payment shall terminate the Vehicle registration in cooperation with its Fuel Card Issuer (concludes the relevant amendment to the Agreement) or at a Contact Point (to

prevent any doubt the System Operator states that the Vehicle registration cannot be terminated at a Distribution Point);

- b) A user with a concluded Postpay Terms Agreement with Deferred Maturity (with bank guarantee) shall terminate the Vehicle registration in the Customer Zone or at a Contact Point (to prevent any doubt the System Operator states that the Vehicle registration cannot be terminated at a Distribution Point).

## 1.6 Deposit

1. In the Prepay Mode, the Security Deposit is paid when the Electronic Device is handed over to the User in cash, by a Payment or Fuel Card, or when the Vehicle is registered through the Customer Zone before the Electronic Device is handed over to the User, either by a Payment Card or in advance to the System Operator's account. In the Postpay Mode in the manner described in par. 1, letter b) chapter 3.1 of the Terms and Conditions, the Deposit is paid upon handing over the Electronic Device to the User in cash, by a Payment or Fuel Card, or in advance to the System Operator's Account before handing over the Electronic Device to the User. In the Postpay Mode, in the manner described in par. 1, letter a), chapter 3.1 of the Terms and Conditions, the Deposit is paid through a Fuel Card Issuer.
2. The User shall be obliged to fully compensate any damage caused by loss, theft, destruction or damage of the Electronic Device. The Deposit will not be refunded to the User in the event of returning a damaged Electronic Device. To prevent any doubt, it is stipulated that a damaged Electronic Device will always be removed from the Electronic Toll System and remains the property of the System Operator. If it is in the possession of the User, it must be returned to the System Operator.
3. The deposit will be forfeited (will not be returned to the User) if there has been no Toll Transaction for the registered Electronic Device since the date of its receipt or the date of the last Toll Transaction for more than 1 year and the Electronic Device has not been returned to the system operator.
4. If an Electronic Device issued to the User is found or otherwise becomes available to the System Operator without the User's involvement, it will be removed from the vehicle register in the Electronic Toll System; this shall not affect the right of the User, to whom this Electronic Device was originally issued, to a refund of the Deposit subject to the conditions specified in par. 2 of this chapter of the Terms and Conditions .

## 1.7 Prices of services and their payment

1. The prices of the services provided by the System Operator in connection with the operation of the Electronic Toll System are announced by the System Operator in the List of Fees. Prices of services are governed by the List of Fees valid at the time of provision of the service, unless agreed otherwise.
2. The System Operator is entitled to change the List of Fees to an appropriate extent on an ongoing basis. Information about changes in the Price List is published on the Customer Web Portal. The change of the Price List is effective as of the day of its publishing on the Customer Web Portal or on a later date specified in the List of Fees. The Vehicle Operator is entitled to refuse the changed List of Fees within five (5) days of its publication in writing provided that it terminates the contractual relationship with the System Operator at the same time.
3. At the moment of providing the service, the currently valid List of Fees applies.
4. The prices for the provided services will be charged to the Users in the Prepay Mode when the service is provided and the Users in the Postpay Mode will be charged together with the Toll for the relevant billing period.
5. If the Vehicle Operator fails to pay the price of services so that it is credited to the System Operator's account by the due date at the latest, it shall be in default with the payment. The user shall be responsible for monitoring the maturity and payment of the price for the provided services. In the event that the User is in delay with payment of the price for the provided services longer than three (3) days, the System Operator is entitled to block the Electronic Device to which the provided service is related; provisions of par. 4 chapter 3.5 of the Terms and Conditions shall apply accordingly.

## 1.8 Billing of Toll, Deposit and other payments

1. Simplified documents, in particular documents in the Prepay Mode (e.g. documents on credit and deposit payment), are issued by the System Operator upon payment.
2. In the Postpay Mode, the System Operator shall issue an Invoice within three (3) business days after the end of the billing period.
3. The System Operator is obliged to issue an Invoice without undue delay for paragraphs that have not been billed or have been billed at a lower amount.
4. The invoice pursuant to Sections 2 and 3 of this Article of the Conditions is delivered to the Vehicle Operator electronically, through the Customer Zone, at the moment of becoming available in the Customer Zone.
5. If the Vehicle Operator requests the delivery of an invoice in paper form, it is sent to the Vehicle Operator by mail to its contact address, based on a request made through Customer Zone or a written request delivered to the System Operator.

## 1.9 Toll discounts and the procedure for their application

1. A Vehicle Operator has the right to apply a Toll Discount under the conditions stipulated by the Act and the Government Regulation.
2. The time period for calculating the Toll Discount is set for a calendar year. A Toll Discount is set as a percentage of the total amount of the toll imposed in the amount set by the Government Regulation. The amount of the Toll imposed does not include the Toll imposed before the date of providing the Vehicle data and documents necessary for the User to calculate the Toll Discount.
3. The Vehicle Operator may apply a Toll Discount with its Vehicles operating both in the Postpay Mode and in the Prepay Mode.
4. In order to apply a Toll Discount, the Vehicle Operator or a person authorized by the Vehicle Operator shall be obliged to provide documents confirming the Vehicle Operator's entitlement to the discount, using the Customer Zone or at a Contact Point. The Vehicle Operator shall provide the System Operator with the following documents:
  - a) a copy of the Vehicle Technical Certificate, stating the Vehicle category, the maximum permissible weight of the Vehicle and the Vehicle EURO emission class and CO<sub>2</sub> emission class, unless the Vehicle Technical Certificate was submitted upon registration of the Vehicle in the Electronic Toll System;
  - b) the power of attorney, if the Vehicle Operator is represented in the matter of Toll Discounts by a third party.
5. The System Operator is obliged to check, at the latest within 6 months from the end of the calendar year, whether the Vehicle for which documents confirming the Vehicle Operator's entitlement to the discount has been entitled to the Toll Discount and set the amount of the Toll Discount. If a Vehicle Operator becomes entitled to a Toll Discount, the System Operator is asked to register the account number to which the Toll Discount should be paid.
6. The System Operator shall, no later than 4 months after receiving the bank account details from the Vehicle Operator, send an amount corresponding to the Toll Discount rounded to whole crowns down to the specified account.
7. If the Vehicle Operator provides inaccurate bank account information, it will bear all costs associated with an unimplemented or recurring payment. The System Operator shall be entitled to unilaterally set off such costs against the Vehicle Operator's entitlement to the Toll Discount.
8. The additional payment of the Toll due will be taken into account for the calculation of the Toll Discount base only if it was made by 31 January of the year following the end of the decisive period for calculating the Toll Discount.

## 1.10 Communication between the System Operator and Users

1. Communication between the System Operator and the Users takes place through Contact Points, Distribution Points, the Customer Service Line or the Customer Web Portal and the Mobile Application. The addresses of the Contact and Distribution Points are published on the Customer Web Portal or can be obtained at the Customer Service Line.
2. Contact Point:
  - a) provides information about the Electronic Toll System;
  - b) allows the vehicle to be registered in the Electronic Toll System in the Prepay Mode, in the Postpay Mode or User Registration in the Electronic Toll System in the Toll Exempt Mode;
  - c) enables the conclusion, modification and termination of the Postpay Terms Agreement, including the acceptance of Bank Guarantees,
  - d) enables the payment of the Deposit and the issuance of the Electronic Device, its return and the return of the Inactive Electronic Device, including the termination of the registration of the Vehicle in the Electronic Toll System in both the Pre-Pay Mode and the Post-Pay Mode;
  - e) enables, in the Postpay Mode, the Prepay Mode and in the Toll Exempt Mode, to replace the Electronic Device in the event of a technical failure or in the event of a damaged Electronic Device, or to replace it in the event of loss or theft, and to receive related reports on failure, loss or theft;
  - f) enable the payment of Prepaid Credit in the Prepay Mode;
  - g) enables, along with the return of the Electronic Device, the withdrawal of the unused Prepaid Credit and/or the return of the Deposit in cash up to an amount not exceeding CZK 5,000;
  - h) allows for additional payment of the Toll due for driving a Vehicle on Toll Roads without an Electronic Device or with a non-operational Electronic Device after providing the necessary information by the user (reconstruction of the route according to the date, place and time of entry and exit from Toll Roads);
  - i) enables the submission of an application for a supplementary Toll payment for another reason than a non-existent or non-operational Electronic Device;
  - j) enables the return of an Electronic Device in the Toll Exempt Mode;
  - k) enables to obtain electronic statements of toll transactions for the previous calendar month with a breakdown by individual days;
  - l) enables the issuance of duplicate tax documents;

- m) enables to receive requests to create access to the Customer Zone and to reset password for access to the Customer Zone;
  - n) enables the receipt of supporting documents for the provision of a Toll Discount under the Regulation;
  - o) enables the receipt of claims, complaints and suggestions;
  - p) enables the receipt of reports on technical issues;
  - q) provides information on the estimated amount of Toll according to the information provided by the User on the route and the time of travel and the Vehicle category;
  - r) provides communication in the Czech and English language;
  - s) provides information materials in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
  - t) provides other activities specified in the Terms and Conditions.
3. Confidential information, personal data and related detailed information relating to a specific Vehicle Operator's account shall be provided to the User only after submission of the Vehicle Technical Certificate registered in the Vehicle Operator's account.
  4. The System Operator may also provide certain customer services provided through a Contact Point at a location other than the Contact Point premises, through its sales representatives and/or Fuel Card Issuers.
  5. The list of Contact Points and their opening hours are published on the Customer Web Portal or can be obtained at the Customer Service Line.
  6. Distribution Point:
    - a) provides general information about the Electronic Toll System;
    - b) enables registration of a Vehicle in the Electronic Toll System in the Prepay Mode;
    - c) enables the payment of the Deposit and the issue of the Electronic Device, its return and the return of the Inactive Electronic Device in the Prepay Mode (in case of return of the Electronic Device in the Prepay Mode at the Distribution Point, the registration of the Vehicle in the Electronic Toll System is automatically terminated);
    - d) allows in the Post-Pay Mode, after prior registration of the Vehicle in the Electronic Toll System at a Contact Point or by a Fuel Card Issuer, the issuance of the Electronic Device (after specifying the Vehicle license plate number and submitting the Vehicle Technical Certificate), its return and the return of an Inactive Electronic Device (in case of the return of the Electronic Device in the Post-Pay Mode at a Distribution Point, the registration of the Vehicle in the Electronic Toll System is not terminated automatically, this registration needs to be formally terminated in accordance with Art. 1.5.5 par. 6 of these Terms and Conditions);
    - e) enable the payment of Prepaid Credit in the Prepay Mode;
    - f) enables, along with the return of the Electronic Device, the withdrawal of the unused Prepaid Credit and/or the return of the Deposit in cash up to an amount not exceeding CZK 5,000;
    - g) allows for additional payment of the Toll due for driving a Vehicle on Toll Roads without an Electronic Device or with a non-operational Electronic Device after providing the necessary information by the user (reconstruction of the route according to the date, place and time of entry and exit from Toll Roads);
    - h) enables the submission of an application for a supplementary Toll payment for another reason than a non-existent or non-operational Electronic Device;
    - i) enables to obtain electronic statements of toll transactions for the previous calendar month with a breakdown by individual days;
    - j) enables, in the Postpay Mode and the Prepay Mode, to replace the Electronic Device in the event of a technical failure or in the event of a damaged Electronic Device, or to replace it in the event of loss or theft, and to receive related reports on failure, loss or theft;
    - k) enables to receive requests to create access to the Customer Zone and to reset password for access to the Customer Zone;
    - l) enables the receipt of claims, complaints and suggestions;
    - m) enables the receipt of reports on technical issues;
    - n) provides information on the estimated amount of Toll according to the information provided by the User on the route and the time of travel and the Vehicle category;
    - o) provides information on the details of billing and clarifies any objections to the bill;
    - p) provides information materials in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
    - q) provides other activities specified in the Terms and Conditions.
  7. Confidential information, personal data and related detailed information relating to a specific Vehicle Operator's account shall be provided to the User after submission of the Vehicle Technical Certificate registered in the Vehicle Operator's account.
  8. The list of Distribution Points and their opening hours are published on the Customer Web Portal or can be obtained at the Customer Service Line.

9. Customer Service Line:
  - a) provides general information about the Electronic Toll System;
  - b) provides information on the details of billing and clarifies any objections to the bill;
  - c) accepts the reporting of a technical failure of an Electronic Device, its loss or theft,
  - d) enables to receive requests to create access to the Customer Zone and to reset password for access to the Customer Zone;
  - e) enables the receipt of claims, complaints and suggestions;
  - f) enables the receipt of reports on technical issues of the Electronic Toll System;
  - g) enables the sending of duplicate tax documents;
  - h) provides communication in Czech, English, German, Polish, Romanian, Hungarian, Russian;
  - i) provides other services specified in the Terms and Conditions.
10. Confidential information, personal data and related detailed information relating to a specific Vehicle Operator's account is provided only after verification by the Customer Service Line staff of the caller to whom such information is provided only after answering control questions regarding selected registered data.
11. The Customer Service Line operating hours are provided non-stop, except for the time necessary to repair and maintain the Electronic Toll System. The Customer Service Line can be contacted by telephone, e-mail or post. Contact details of the Customer Service Line can be found on the Customer Web Portal.
12. Customer Web Portal:
  - a) provides general information about the Electronic Toll System, including the toll calculator for approximate toll calculation;
  - b) provides access to the Customer Zone;
  - c) provides information materials for download in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
  - d) provides other services specified in the Terms and Conditions.
13. Customer Zone:
  - a) enables a Vehicle to be registered in the Electronic Toll System in the Prepay Mode;
  - b) enables the conclusion and amendment of the Postpay Terms Agreement on with Deferred Maturity (with Bank Guarantee), including the acceptance of Bank Guarantees,
  - c) enables to reset the password for accessing the Customer Zone;
  - d) enables additional full User Registration in the Prepay Mode;
  - e) enables to change the contact details of the Vehicle Operator or change the way of delivery of Invoices after the User Registration,
  - f) enables payment of a Deposit;
  - g) enable the payment of Prepaid Credit in the Prepay Mode;
  - h) allows for additional payment of the Toll due for driving a Vehicle on Toll Roads without an Electronic Device or with a non-operational Electronic Device after providing the necessary information by the user (reconstruction of the route according to the date, place and time of entry and exit from Toll Roads);
  - i) enables the submission of an application for a supplementary Toll payment for another reason than a non-existent or non-operational Electronic Device;
  - j) enables to obtain electronic statements of toll transactions for the previous calendar month with a breakdown by individual days;
  - k) enables the issuance of duplicate tax documents;
  - l) enables the receipt of supporting documents for the provision of a Toll Discount under the Regulation;
  - m) enables the receipt of claims, complaints and suggestions;
  - n) enables the receipt of reports on technical issues;
  - o) provides communication and information materials for download in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
  - p) ensures other services specified in the Terms and Conditions.
14. The condition for accessing the above-mentioned customer services through Customer Zone is to log in the User by means of a login name, password and one-time verification code or by means of the electronic identification tool, which protects information against abuse by an unauthorised person.
15. After registering a Vehicle in the Electronic Toll System, or after the Postpay Terms Agreement, the System Operator shall deliver to the Vehicle Operator the login data for the Customer Zone. The system operator shall be obliged to take and apply all security measures to prevent any compromise of confidentiality of the login data by a third party; the Vehicle Operator is not entitled to disclose the password to a third party. For logging in the Customer Zone the User can use the delivered credentials or the electronic identification tool.

16. After termination of the vehicle registration, or the termination of the Postpay Terms Agreement, no later than 60 days from the date of termination of the Vehicle registration or of the aforementioned agreement, the access to Customer Zone and hence the login and access password will expire.
17. Login names and passwords are not transferable. It is the responsibility of the Vehicle Operator to take all precautions necessary to prevent third parties from accessing them. If unauthorised disclosure to a third party or other misuse of information in question occurs, the Vehicle Operator shall be obliged to immediately inform the System Operator of this fact. If unauthorised disclosure to a third party or other misuse of information in question occurs, the System Operator shall be entitled to immediately suspend access of the Vehicle Operator to the Customer Zone. The System Operator shall not be liable for any damage incurred by the Vehicle Operator in the event of unauthorized access and/or misuse of the Customer Zone.
18. If the Vehicle Operator forgets the login name and/or password, it may inform the System Operator of this fact, who will generate a new login name and/or password upon its request.
19. Mobile application:
  - a) provides information about the Electronic Toll System, including the toll calculator for approximate toll calculation;
  - b) enable the payment of Prepaid Credit in the Prepay Mode;
  - c) provides communication and information materials for download in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
  - d) ensures other services specified in the Terms and Conditions.

## 2 PREPAY MODE

The provisions of this section of the Terms and Conditions regulate the rights and obligations of Users and the System Operator in the Prepay Mode.

### 2.1 Means of payment in the Prepay Mode

1. In the Prepay Mode, Toll at Contact and Distribution Points can be prepaid through the following means of payment:
  - a) in cash at a Contact Point or a Distribution Point,
  - b) By a Payment Card at a Contact Point, a Distribution Point, through the Customer Zone or the mobile application; the list of accepted Payment Cards is published on the Customer Web Portal;
  - c) By a Fuel Card at a Contact Point or a Distribution Point; a list of accepted Fuel Cards is published on the Customer Web Portal;
  - d) By wire transfer, cashless payment of Toll directly to the System Operator's account through a payment order.
2. Payment by a Payment Card or a Fuel Card must be confirmed by the authorisation centre and accepted by the Payment Card or Fuel Card issuer. In case of unsuccessful authorisation, or non-acceptance of payment by the Payment Card or Fuel Card issuer, the Vehicle Operator and/or the Driver is obliged to make the payment by another, one of the above mentioned payment means.

### 2.2 Prepay Mode Terms, refund of Prepaid Credit and Deposit

1. The following limits are set for Toll payment:
  - a) the minimum amount of one-off payment of Prepaid Credit is set at CZK 1,000;
  - b) the maximum amount of a one-off increase in the Prepaid Credit in cash is set at CZK 15,000;
  - c) the minimum balance of the Prepaid Credit is set at CZK 600.
2. If the amount of the Prepaid Credit is equal to or less than the set minimum balance of the Prepaid Credit, the Electronic Device indicates that the Vehicle Operator and/or Driver has reached this limit in accordance with the Electronic Device User's Guide. Based on the indication, the Vehicle Operator and/or the Driver is obliged to prepay the Toll in one of the above mentioned ways or to exit the Toll Roads. The user is aware of the possible penalty arising from the Act in case of using the Toll Roads without the necessary amount of Prepaid Credit.
3. If the amount of Prepaid Credit is less than CZK 0, the Electronic Device indicates that the limit has been reached according to the Electronic Device User's Guide - the status blocked.
4. If an outstanding Toll is registered, i.e. the amount of the Prepaid Credit is less than CZK 0, the Credit Top-up will at first pay for the outstanding toll and then the Prepaid Credit will be topped up.
5. The unused Prepaid Credit will be forfeited and will not be refunded to the User if there has been no Toll Transaction for the registered Electronic Device since the date of its receipt or the date of the last Toll Transaction for more than 1 year and the Electronic Device has not been returned to the System Operator until that time.
6. If there has been no Toll Transaction for the registered Electronic Device since the date of its receipt or the date of the last Toll Transaction for more than 1 year and the Electronic Device has not been returned to the System Operator, and at the same time the amount of Prepaid Credit is lower than CZK 0. The System Operator shall calculate the outstanding Toll that the Vehicle Operator is obliged to pay. The electronic invoice for the outstanding toll will be available to the Vehicle Operator via the Customer Zone. The System Operator shall send an e-mail notification about the electronic invoice being available in the Customer Zone to the e-mail address entered by the Vehicle Operator when registering the Vehicle in the Electronic Toll System.
7. The unused Prepaid Credit can only be refunded in full after the Vehicle has been withdrawn from the Electronic Toll System; partial payment is not possible. The Unused Prepaid Credit and/or Deposit shall be refunded to the User by the same payment method by which it was paid, while unused Prepaid Credit and/or Deposit shall be refunded in cash up to the amount not exceeding CZK 5,000 in total. In the event that the amount of the unused Prepaid Credit and/or Deposit cumulatively exceeds CZK 5,000, it shall be refunded in full exclusively by bank transfer to the bank account specified by the Vehicle Operator in the request for refund of the Prepaid Credit and/or Deposit. The unused Prepaid Credit and Deposit paid by a Payment or Fuel Card will be refunded (for Fuel Cards using the procedure in Chapter 6.1 of the Terms and Conditions) to the account of the relevant card from which it was paid or to another account specified by the card issuer. If the amount cannot be refunded through the issuer of the Payment or Fuel Card, the amount will be refunded to the account specified by the Vehicle Operator. Cash payments are rounded down to the lowest integers of a valid coin; no rounding is applied to account payments. Bank charges related to the transfer of funds are governed by Act No. 370/2017 Coll. on the Payment System as amended. The paid funds must be checked by the User on the spot according to the received documents (e.g. proof of refund of the Deposit, proof of refund of the Prepaid Credit). Later claims will not be considered.



8. If the Payment Card or Fuel Card was lost, stolen or otherwise misused and the Vehicle Operator did not block the card with the card issuer, the System Operator shall not be liable for payments made with such a card and shall not reimburse toll payments via such non-blocked card.
9. The Vehicle Operator agrees that claims arising from the payment of the Prepaid Toll, the Deposit or service fees according to the List of Fees performed by a Fuel Card shall be assigned from the System Operator onto CzechToll s.r.o., registered office at: Argentinská 1610/4, Holešovice, 170 00 Prague 7, company reg. no.: 06315160 as the supplier of the system (hereinafter referred to as "CzechToll s.r.o.") and subsequently onto the Fuel Card Issuer. A Fuel Card Issuer shall therefore be the User's ultimate creditor in relation to the specified claims.
10. The Vehicle Operator agrees that CzechToll s.r.o. shall assume the potential liabilities of the System Operator towards the User making payments with the Fuel Card (as a result of the System Operator's obligation to refund the Prepaid Credit, the Deposit or the User's acknowledged claims). The Fuel Card Issuer shall therefore be the ultimate debtor of the User in relation to the specified liabilities.
11. In the event of discrepancies in the amount of the used Prepaid Credit, Deposit or Service Fees according to the List of Fees, the User shall proceed in accordance with Chapter 5 of the Terms and Conditions.
12. The Vehicle Operator shall make changes to the Vehicle Operator's data, including the change of the Vehicle Operator's name, registered office or legal form, with a registered User through the Customer Zone , at a Contact Point or via the claim form. The System Operator is obliged to implement a change reported via the claim form within thirty (30) days from the delivery of this notification at the latest.

### 3 POSTPAY MODE

The provisions of this section of the Terms and Conditions regulate the rights and obligations of Users and the System Operator in the Postpay Mode.

#### 3.1 Payment means in the Postpay Mode

1. In the Postpay Mode, Toll, Deposit and Service Fees according to the List of Fees can be paid:
  - a) through a Fuel Card issuer, or
  - b) with deferred maturity based on a document issued by the System Operator in any of the following ways:
    - i. by wire transfer to the System Operator's Account,
    - ii. at Contact points by a Payment Card, Fuel Card or in cash.

#### 3.2 Postpay Mode Terms

1. The condition for enabling the payment of tolls in the Postpay Mode is the conclusion of the Postpay Terms Agreement with Deferred Maturity (with Bank Guarantee) or the Postpay Terms Agreement with Fuel Card Payment.
2. Postpay Terms Agreements or their amendments may be concluded on behalf of the Vehicle Operator by its statutory body or by another person who presents the System Operator with a written power of attorney with an officially verified signature of a person authorized to act on behalf of the Vehicle Operator. The Vehicle Operator can collect the power of attorney form at a Contact Point or print it on the Customer Web Portal.
3. For the purposes of concluding a Postpay Terms Agreement, the Vehicle Operator shall provide the System Operator with the following information in particular:
  - a) name or company name and address of the registered office, if the Vehicle Operator is a legal entity;
  - b) name, surname, date of birth, address of residence, nationality, if the Vehicle Operator is a natural person;
  - c) name and surname, date of birth, nationality and home address of the authorised representative,
  - d) the Vehicle Operator's identification number, if assigned or equivalent in another country;
  - e) Vehicle Operator's tax identification number/value added tax identification number, if assigned,
  - f) information on the registration of the Vehicle Operator in the Commercial Register or similar register, if it is registered in such a register,
  - g) the address of the data box, if any, of the Vehicle Operator,
  - h) the LPN and the country in which the Vehicle is registered;
  - i) the Vehicle category according to the applicable legislation, in particular the Decree;
  - j) the total weight of the Vehicle, the number of Vehicle axles and the emission class of the Vehicle;
  - k) an indication of whether the Vehicle is equipped with a device or modification that might prevent the Electronic Device from functioning properly;
  - l) the estimated total length of the Toll Roads that the Vehicle Operator plans to cross during the specified period of time in the Postpay Mode;
  - m) the Vehicle Operator's bank connection,
  - n) contact details of the Vehicle Operator, including the e-mail address.
4. The condition for enabling the payment of the Toll in the manner specified in Art. 3.1, letter a) of the Terms and Conditions is furthermore the acceptance of a Fuel Card for the payment of Toll, Deposit and service fees according to the List of Fees by its issuer.
5. The condition for enabling the payment of Toll in the manner specified in Art. 3.1, letter b) of the Terms and Conditions also include the negotiation of the Bank Guarantee and the handover of the Guarantee Certificate to the System Operator. The bank guarantee must be issued for the amount requested by the System Operator according to par. 2 article 3.3.1. of the Terms and Conditions.
6. The Vehicle Operator acknowledges the fact that the System Operator is entitled to exclude both the Prefix Cards and the Issuer of the Fuel Card from the list of approved Fuel Cards. If a Card Prefix or Fuel Card issuer is removed from the list of approved Fuel Cards, the System Operator is entitled to block the relevant Electronic Device. A list of accepted Fuel Cards is available on the Customer Web Portal.
7. The Vehicle Operator agrees with the fact that claims arising from the liability to pay Toll, the Deposit or service fees according to the List of Fees by the User with a concluded Postpay Terms Agreement with Fuel Card Payment shall be assigned from the System Operator onto CzechToll s.r.o. and subsequently onto a Fuel Card Issuer. A Fuel Card Issuer shall therefore be the User's ultimate creditor in relation to the specified claims.

8. The Vehicle Operator agrees that CzechToll s.r.o. shall assume the potential liabilities of the System Operator towards the Customer with a concluded Postpay Terms Agreement with Fuel Card Payment (as a result of the System Operator's obligation to refund Prepaid Tolls, the Deposit or the User's acknowledged recognised claims). The Fuel Card Issuer shall therefore be the ultimate debtor of the User in relation to the specified liabilities.

### 3.3 Postpay Terms Agreement with Deferred Maturity and Bank Guarantee

#### 3.3.1 Negotiation of the Postpay Terms Agreement with Deferred Maturity

1. Each Vehicle Operator may conclude a Postpay Terms Agreement Agreement with Deferred Maturity at a Contact Point or through the Customer Zone for any number of charged Vehicles that it operates. In the event of conclusion of a Postpay Terms Agreement Agreement with Deferred Maturity at a Contact Point, the Vehicle Operator shall sign the Postpay Terms Agreement Agreement with Deferred Maturity in paper form, either directly at a Contact Point or outside of a Contact Point with subsequent delivery to the System Operator by post. When concluding a Postpay Terms Agreement Agreement with Deferred Maturity outside of a Contact Point, the Vehicle Operator's signature must be officially verified. In the case of conclusion of a Postpay Terms Agreement Agreement with Deferred Maturity by means of the Customer Zone, the Vehicle Operator shall sign the Postpay Terms Agreement Agreement with Deferred Maturity in electronic form using the guaranteed electronic signature.

2. The condition for the Postpay Terms Agreement Agreement is subject to the submission of a Guarantee Certificate confirming the Bank Guarantee, the amount of which in the Czech currency will be determined according to the following formula:

$$BG = \sum (T * KM * (BP + 2 * DD + 3))$$

where:

"BG" means Bank Guarantee;

" $\sum$ " means the sum of the partial guarantees of the individual Vehicles registered to the Postpay Terms Agreement with Deferred Maturity;

"T" means the maximum toll rate for a given Vehicle category;

"KM" means the estimated number of kilometres driven by a given Vehicle per day on Toll Roads;

"BP" means the billing period in days;

"DD" means the Invoice due date in days.

3. The minimum amount of the Bank Guarantee calculated in accordance with the formula specified in par. 2 of this article of the Terms and Conditions must be CZK 2,500 per vehicle per each Vehicle specified in the Postpay Terms Agreement. The maximum amount of the Bank Guarantee is not limited.
4. The System Operator shall be entitled to assess the submitted Bank Guarantee within 30 days of its delivery and to decide on its acceptance or non-acceptance and subsequently inform the Vehicle Operator of its acceptance or non-acceptance stating the reason for the non-acceptance.
5. The Postpay Terms Agreement is effective as of the date of acceptance of the Guarantee Certificate confirming the Bank Guarantee. At the request of the System Operator, the Vehicle Operator can subsequently collect the Electronic Device(s) at a Contact or Distribution Point, or the Electronic Device(s) will be delivered by post.

#### 3.3.2 Amendment of the Postpay Terms Agreement with Deferred Maturity

1. If the data are amended on the basis of which the minimum amount of the Bank Guarantee has been calculated and/or the fact arises that the Bank Guarantee is not sufficiently covered, the Vehicle Operator is obliged to provide a new Bank Guarantee or a supplement to the issued Bank Guarantee that was accepted by the System Operator. The new/amended Bank Guarantee must reflect the changes in parameters in the calculation of the minimum amount of the Bank Guarantee.
2. The System Operator shall be entitled to unilaterally increase the minimum amount of the Bank Guarantee, while the Vehicle Operator shall be obliged to provide additional security for the payment of the Toll according to the aforesaid par. 1 of this article of the Terms and Conditions.
3. The Vehicle Operator or its authorised representative may amend the Postpay Terms Agreement in person at a Contact Point, through the claim form or through the Customer Zone.
4. The System Operator shall register changes in the data in the Electronic Toll System without unreasonable delay, and if the essential points of the Postpay Terms Agreement change, the Vehicle Operator shall be obliged to conclude an amendment to the existing Postpay Terms Agreement.
5. In case of reporting a change of data at a Contact Point or via the claim form, the Vehicle Operator shall sign an amendment to the Postpay Terms Agreement with Deferred Maturity in paper form, either directly at the Contact Point or outside the Contact Point with subsequent delivery to the System Operator by post. If concluding an amendment the Postpay Terms Agreement with Deferred Maturity outside of a Contact Point, the Vehicle Operator's signature must be officially verified. In case of reporting a change of data through the Customer Zone, the Vehicle Operator shall sign an amendment to the Postpay Terms Agreement Agreement with Deferred Maturity in electronic form using the guaranteed electronic signature.

### **3.3.3 Bank guarantee**

1. If the Toll amount reaches 70% of the Bank Guarantee in one billing period, the System Operator shall inform the Vehicle Operator via e-mail notification.
2. If the Toll amount reaches 80% of the Bank Guarantee in one billing period, the System Operator shall inform the Vehicle Operator of this fact via the Electronic Device, which indicates that this limit has been reached in accordance with the Electronic Device User's Guide.
3. If the Toll amount reaches 90% of the Bank Guarantee in one billing period, the System Operator shall inform the Vehicle Operator accordingly by blocking all Electronic Devices specified in the Postpay Terms Agreement with Deferred Maturity. The Electronic Device indicates that this limit has been reached according to the Electronic Device User's Guide.
4. The Vehicle Operator shall be obliged to ensure that the Bank Guarantee is issued for a period of at least eighteen (18) months and, always three (3) months before the end of the Bank Guarantee validity at the latest, the existing (still valid) Bank Guarantee has to be extended by the Bank, or a new Bank Guarantee has to be issued, and the System Operator approved the Guarantee Certificate and the period of validity of the Bank Guarantee shall not be shorter than the Invoice due date. The Vehicle Operator is responsible for monitoring the validity of the Bank Guarantee. If less than five (5) months remain before the expiry of the Bank Guarantee, a warning will be sent to the Vehicle Operator. If, at the latest three (3) months before the expiry of the Bank Guarantee, such Bank Guarantee is not extended by the Bank or a new Bank Guarantee issued or the relevant Guarantee Certificate is not approved by the System Operator, the System Operator shall be entitled to carry out immediate blocking of all Electronic Devices issued for the Vehicle Operator registered to the relevant Postpay Terms Agreement with Deferred Maturity and to terminate the Postpay Terms Agreement with Deferred Maturity with the effect as of the date of delivery of the notice. The User is aware of the fact that the System Operator has a period of thirty (30) days from its delivery for the approval of a new Bank Guarantee or its amendment.

### **3.3.4 Billing and Invoice Maturity**

1. Tolls and other fees for services according to the List of Fees are charged to the Vehicle Operator for a billing period, which may be agreed in the Postpay Terms Agreement with Deferred Maturity for two (2) calendar weeks or one (1) calendar month.
2. The period of maturity of an Invoice may be agreed in the Postpay Terms Agreement with Deferred Maturity for a period of fifteen (15) or thirty (30) days. The maturity period starts from the date of issue of the Invoice. In case of payment to the bank account, the amount according to the Invoice must be credited to the System Operator's account no later than on the due date.
3. Electronic Invoices are available for the Vehicle Operator via the Customer Zone. The System Operator will send an e-mail notification to the Vehicle Operator about the availability of the Electronic Invoice at the Customer Zone to the e-mail address specified by the Vehicle Operator.
4. When making payments to a bank account, the Vehicle Operator is always obliged to enter the variable and specific identifiers indicated on the Invoice. The Vehicle Operator acknowledges that its payment is always used to pay for the oldest outstanding Invoice. The System Operator warns the Vehicle Operator that in the event that the variable and specific identifiers are not entered or entered incorrectly, the payment will be deemed not made until it is correctly posted and the Vehicle Operator will bear all the related consequences (e.g. blocking the Electronic Device due to late payment of the Invoice).
5. Any overpayments of the Invoice shall be included in the following billing period only unless they have been set off unilaterally by the System Operator against the Vehicle Operator's liabilities. If the Vehicle Operator wishes to have an overpayment of an Invoice refunded before the end of the following billing period, it must request this in writing by means of a duly completed refund request delivered to the System Operator. A sample request for a refund is available on the Customer Web Portal. If the overpayment refund is requested by wire transfer, the overpayment will be paid by a wire transfer to the Vehicle Operator's bank account specified in the Postpay Terms Agreement, or possibly using the bank account specified in the request for refund, if the bank account of the Vehicle Operator is not specified in the valid and effective Postpay Terms Agreement with Deferred Maturity. The System Operator shall return the funds immediately after processing this request, and no later than 60 days from the date of delivery of a duly completed refund request to the System Operator.

## **3.4 Postpay Terms Agreements with Fuel Card Payment**

### **3.4.1 Negotiation of the Postpay Terms Agreement with Fuel Card Payment**

1. Any Vehicle Operator may apply at a Contact Point or with the Fuel Card Issuers appointed by the System Operator for conclusion of a Postpay Terms Agreement with Fuel Card Payment for any number of vehicles it operates and which use toll roads. The Vehicle Operator is obliged to present to the System Operator all Fuel Cards which will be used for payment of Toll, Deposits and other fees for services according to the List of Fees for authorisation by the Fuel Card issuer. The

provisions also apply in the case of registration of another Vehicle, under already concluded Postpay Terms Agreement with Fuel Card Payment.

2. The Postpay Terms Agreement with Fuel Card Payment shall become effective upon fulfilment of the Vehicle Operator's obligation stated in the previous paragraph 1 of this article of the Terms and Conditions, i.e. after confirmation of the authorisation by the Fuel Card issuer.
3. If the Fuel Card expires or the Fuel Card is blocked by the Fuel Card issuer, the relevant Electronic Device (meaning any Electronic Device that records Toll Events paid by this Fuel Card) shall be blocked by the System Operator.

#### **3.4.2 Amendment to the Postpay Terms Agreement with Fuel Card Payment**

1. If the Vehicle Operator requests a change of the Fuel Card (meaning a request to use another Fuel Card of the same issuer), it is obliged to submit a new Fuel Card for authorization to the System Operator, or to ask the Fuel Card issuer to carry out the change.
2. If the Vehicle Operator requests a change of the Fuel Card issuer, the Vehicle Operator shall be obliged to return all originally used Electronic Devices, to terminate the original Postpay Terms Agreement following the procedure under par. 1 chapter 3.6 of the Terms and Conditions and conclude a Postpay Terms Agreement with Fuel Card Payment according to Art. 3.4.1 of the Terms and Conditions.
3. The Vehicle Operator or its Authorised Representative can make an amendment to the Postpay Terms Agreement with Fuel Card Payment in person at a Contact Point, via the claim form or through the issuer of this Fuel Card.
4. The System Operator shall register changes in the data in the Electronic Toll System without unreasonable delay, and if the essential points of the Postpay Terms Agreement with Fuel Card Payment change, the Vehicle Operator shall be obliged to conclude an amendment to the existing Postpay Terms Agreement with Fuel Card Payment.
5. The Vehicle Operator shall signs an amendment to the Postpay Terms Agreement with Fuel Card Payment in paper form, either directly at a Contact Point or outside the Contact Point, with subsequent delivery to the Fuel Card Issuer or the System Operator by post. If concluding an amendment to the Postpay Terms Agreement with Deferred Maturity outside of a Contact Point, the Vehicle Operator's signature must be officially verified.

#### **3.4.3 Billing and Invoice Maturity**

1. The System Operator shall an Invoice to the Vehicle Operator containing all Toll Transactions executed in the billing period. If the Invoice contains only Toll Transactions authorised by the Fuel Card Issuer, it is only informative for the Vehicle Operator and not paid by the Vehicle Operator. The due date of an Invoice shall be fourteen (14) days from the date of its issuance. In the event that not all Toll Transactions were authorised by the Fuel Card Issuer during the billing period, the Invoice shall contain all information necessary for the payment of unauthorized Toll Transactions that the Vehicle Operator is obliged to pay.
2. Electronic Invoices are available for the Vehicle Operator via the Customer Zone. The System Operator will send an e-mail notification to the Vehicle Operator about the availability of the Electronic Invoice at the Customer Zone to the e-mail address specified by the Vehicle Operator.
3. The System Operator is entitled at any time, based on the information provided by the Fuel Card Issuer, to update the relevant Fuel Cards which can be used to pay for the Toll. The Vehicle Operator is informed about the withdrawal/inability to use the Fuel Card via the Electronic Device toll account status indicator. When indicating a toll account status requiring attention by the Driver, the Driver is obliged to interrupt the journey and contact the Customer Service Line.
4. The System Operator is entitled at any time to remove both the Prefix Cards and the Fuel Card Issuer from the list of accepted Fuel Cards. The Vehicle Operator shall be informed of the removal of the Card Prefix or of the Fuel Card Issuer sufficiently in advance through the Customer Web Portal.
5. When the Card Prefix or Fuel Card Issuer is removed, the Vehicle Operator is obliged to provide a substitute security for the Toll payment in one of the ways defined in the chapter 3.1 of the Terms and Conditions or is obliged to exit the Toll Roads by all Vehicles for which the toll payment obligation was secured by the Fuel Card with the Card Prefix removed or issued by the Fuel Card Issuer removed.
6. Under the conditions set forth in the Terms and Conditions, the Deposit paid by the Fuel Card shall be returned to the account of the Fuel Card it was paid to or to another account designated by the User in the cases specified in par. 7 chapter 2.2. of the Terms and Conditions.

#### **3.5 Failure to pay Invoice**

1. If the Vehicle Operator fails to pay the Invoice properly so that the payment is credited to the System Operator's account by its due date at the latest, it shall be in default with the payment. The Vehicle Operator is responsible for monitoring the maturity and timely payment of Invoices.
2. The proper payment of an Invoice is considered to be the payment of an Invoice by crediting the System Operator's bank account in accordance with the main identification data on the Invoice, in particular the variable identifier, the specific

identifier, the amount to be paid and the bank account number. If it is not possible to assign a payment without providing one of the main identification data, the Invoice is not considered to be paid.

3. In the event of delay in payment of the Invoice, the System Operator is entitled to charge the Vehicle Operator default interest on the outstanding amount in the amount stipulated by generally binding legal regulations.
4. If the Invoice is not paid within 3 days of its due date, the System Operator is entitled to block all Vehicle Operator's Electronic Devices in arrears with payment of Tolls and other obligations, and each blocked Electronic Device shall indicate to the Vehicle Operator and/or Driver the status blocked according to the Electronic Device User's Guide. The System Operator shall be entitled to proceed according to par. 13 Chapter 1.4 of the Terms and Conditions.
5. In the event of delay with payment of an Invoice, the System Operator shall send the Vehicle Invoice a first reminder for the payment of the Invoice by the third business day following the expiry of the due date of the receivable in vain, in which the System Operator shall set an additional deadline for payment of 14 days, which will start to run as of the due date of the receivable. This additional deadline does not extend the maturity of the receivable.
6. After the deadline set in the first reminder expires in vain, the System Operator's claim will be settled from the Bank Guarantee provided by the Vehicle Operator.
7. If the Vehicle Operator fails to pay the Invoice after the expiry of the additional payment deadline specified in the first reminder and the claim is not fully satisfied from the Bank Guarantee, the System Operator will send the Vehicle Invoice a second reminder for the Invoice payment, and in the second reminder the System Operator again sets an additional payment deadline of 5 calendar days from the date of sending the second reminder. This additional deadline does not extend the maturity of the receivable.
8. If the amount of the outstanding Invoice is higher than the amount of the Bank Guarantee provided, the System Operator is entitled to enforce/recover the unused amount of the outstanding Invoice through court proceedings.
9. If the System Operator applies, in accordance with par. 7 of this article of the Terms and Conditions, the right to use the funds from the Bank Guarantee, the Vehicle Operator shall be obliged to replenish the provided funds up to the original amount without unreasonable delay after their use, at the latest within 30 days from the due date of the receivable for which the funds from the Bank Guarantee were used.
10. To avoid any doubt, the System Operator states that the Vehicle Operator is in delay with the payment of Toll, Deposits and other fees for services according to the List of Fees even if the Fuel Card Issuer defaults for any reason in case of an assigned receivable for the payment of Toll, Deposit or other fees for services according to the List of Fees. In such a case, the Vehicle Operator gets into delay on the day when the payment should have been transferred by the Fuel Card Issuer.

### **3.6 Termination of the Postpay Terms Agreement**

1. The Vehicle Operator is entitled to terminate the Postpay Terms Agreement without giving reasons. The termination of the Postpay Terms Agreement may also be considered return of all Electronic Devices registered for the Postpay Terms Agreement by the Vehicle Operator.
2. The System Operator shall be entitled to terminate the Postpay Terms Agreement with effective termination as of the day considered to be the day of delivery under par. 4 of this chapter of the Terms and Conditions and par. 3 of chapter 6.2 of the Terms and Conditions if the Vehicle Operator is in delay with the payment of the Invoice pursuant to chapter 3.5. of the Terms and Conditions.
3. The System Operator shall be entitled to terminate the Postpay Terms Agreement if the Card Prefix validity expires or the Fuel Card Issuer is annulled with effect as of the date specified in the notice, with effect not earlier than one (1) month from delivery of the notice.
4. In the event of a notice given by the System Operator, the notice must be delivered to the Vehicle Operator by post.
5. The provisions of chapter 3.6 of the Terms and Conditions shall not affect the right of the Parties to terminate the Postpay Terms Agreement under other articles of the Terms and Conditions. The provisions of par. 4 of this chapter of the Terms and Conditions and par. 3 of chapter 6.2 of the Terms and Conditions shall also apply to the notice of termination under these other articles of the Terms and Conditions.
6. The Postpay Terms Agreement is terminated by a written notice delivered to the other Party to its address specified in the Postpay Terms Agreement. In such a case, the agreement on the conditions for the subsequent payment shall terminate upon the expiry of one month's notice. The notice period begins on the first day of the calendar month following the month in which the notice was delivered to the other Party.
7. The termination of the Postpay Terms Agreement shall become valid on the day of the termination of the Postpay Terms Agreement being signed by the System Operator and shall become effective on the date of due and complete settlement of all obligations arising from the Postpay Terms Agreement.



## 4 TOLL EXEMPTION MODE

The provisions of this section of the Terms and Conditions regulate the rights and obligations of the Users and the System Operator in the Toll Exempt Mode.

### 4.1 Terms and Conditions of the Toll Exempt Mode

1. The condition for the use of Electronic Device in the Toll Exempt Mode is the conclusion of an Agreement on the Terms of Use of the Electronic Device in the Toll Exempt Mode.
2. An Agreement on the Terms of Use of the Electronic Device in the Toll Exempt Mode or its modification may be concluded on behalf of the Vehicle Operator by its statutory body or by a person authorized by public authorities and organizations, or by another person that demonstrates its authorisation to the System Operator by the power of attorney with an officially certified signature authorised to act on behalf of the Vehicle Operator. At the same time, the User is obliged to submit a verified document confirming its legal personality and the Vehicle Technical Certificate. If the Vehicle of the User has a plated windscreen, the User is obliged to inform the System Operator of this fact when registering the Vehicle. The User shall be responsible for the accuracy of the data and documents submitted.
3. The Vehicle Operator may conclude an Agreement on the Terms of Use of the Electronic Device in the Toll Exempt Mode at a Contact Point.
4. The change to the Vehicle Operator's data must be notified to the System Operator via the claim form. The System Operator shall be obliged to execute the reported changes no later than thirty (30) days from the receipt of this notification.

### 4.2 Invoice payment

1. If an Invoice is issued in accordance with chapter 1.8 of the Terms and Conditions, the maturity period is set at thirty (30) days. The maturity period starts from the date of issue of the Invoice. In case of payment to the bank account, the amount according to the Invoice must be credited to the System Operator's account no later than on the due date.
2. The condition for the use of Electronic Device in the Toll Exempt Mode is the conclusion of an Agreement on the Terms of Use of the Electronic Device in the Toll Exempt Mode, while the User is not obliged to pay the Deposit for the Electronic Device. If the Electronic Device is not returned to the System Operator, or if it is returned damaged, the System Operator is entitled to claim damages from the User in the amount of the Deposit set out in Section 3 of the Decree, in the form set out in the preceding paragraph of this Section 4.2 of the Terms and Conditions.
3. If the Vehicle Operator fails to pay the Invoice so that the payment is credited to the System Operator's account by its due date at the latest, it shall be in default with the payment. The Vehicle Operator is responsible for monitoring the maturity and timely payment of Invoices.
4. If the Vehicle Operator is in delay with the payment of an Invoice, the System Operator is entitled to charge late interest in the amount stipulated by generally binding legal regulations.

### 4.3 Termination of the Agreement on the Terms of Use of the Electronic Device in the Toll Exempt Mode

1. The Vehicle Operator is entitled to terminate the Agreement on the Terms of Use of the Electronic Device in the Toll Exempt Mode without giving reasons. The notice of termination shall be in writing and shall take effect on the date of return of the last Electronic Device to the System Operator.
2. The return of all Electronic Devices registered for the Vehicle Operator can be considered as giving a notice on the part of the Vehicle Operator.
3. The System Operator is entitled to terminate the Agreement on the Terms of Use of the Electronic Device in the Toll Exempt Mode in case that the reason for the toll payment exemption has expired.
4. In the event of a notice given by the System Operator, the notice must be delivered to the Vehicle Operator by post.
5. The provisions of chapter 4.3 of the Terms and Conditions shall not affect the right of the Parties to terminate the Agreement on the Terms of Use of the Electronic Device in the Toll Exempt Mode under other articles of the Terms and Conditions. The provisions of the chapter 4.3, par. 4 of the Terms and Conditions and par. 3 chapter 6.2 of the Terms and Conditions shall also apply to the termination under these other articles of the Terms and Conditions.



## 5 CLAIM

The provisions of this section of the Terms and Conditions regulate the rights and obligations of Users and the System Operator in the Electronic Toll System.

### 5.1 General conditions of filing a claim

1. If the User discovers discrepancies in services or in documents on payment of Toll, Deposits or other fees for services provided by the System Operator, the User shall be entitled to file a complaint with the System Operator together with its justification and evidence of the alleged facts, unless the Terms and Conditions stipulate otherwise. A claim needs to always include the basic mandatory requirements, i.e. it must clearly state (i) who is filing it, (ii) in what matter and (iii) what is sought (hereinafter referred to as the "basic claim requirements"). Filing a claim does not affect the User's obligation to pay the Invoice within the due date.
2. The Vehicle Operator or a duly authorized person (hereinafter referred to as the "Authorised Person") may initiate a claim procedure/claim as follows:
  - a) on the basis of a claim filed in written form and duly delivered via e-mail message to info@mytocz.eu or to the address of the registered office of the System Operator or to the data box of the System Operator;
  - b) on the basis of a personally filed claim at any Contact Point or Distribution Point, the claim must also be written in this case (i.e. submitted in written form);
  - c) on the basis of a claim submitted via the Customer Zone;
  - d) on the basis of a claim filed by telephone through the Customer Service Line.
3. A claim, except for the par.2 Letter b) and d) of this Chapter of the Terms and Conditions, can be submitted exclusively in written form issued for this purpose by the System Operator, or by completing and sending the form provided at the Customer Zone. The claim printable forms are available on the Customer Web Portal.
4. When filing a claim, the User (hereinafter also referred to as the "Claimant") is obliged to allege facts and provide evidence confirming their validity.
5. The System Operator shall first assess the claim from the perspective of complying with the basic claim requirements pursuant to par. 1 of this chapter of the Terms and Conditions, proceeding as follows:
  - a) If a claim does not comply with some basic requirement (it is anonymous, confusing or non-specific) and this defect cannot be eliminated, the System Operator shall immediately reject the claim;
  - b) If the claim does not comply with some basic requirement, but this deficiency can be eliminated, the System Operator shall send the Claimant a request to eliminate the deficiency in the basic claim requirements within a specified deadline and at the same time inform the Claimant of rejecting the claim in case of failure to remove the identified deficiency within the specified deadline. If the Claimant does not eliminate the deficiencies in the basic claim requirements within the specified deadline, the claim shall be rejected. If the Claimant eliminates the deficiencies in the Basic Claim Requirements within the specified deadline, the System Operator shall factually assess the legitimacy of the claim pursuant to par. 6 and 7 of this chapter of the Terms and Conditions.
6. If the claim complies with the Basic Claim Requirements pursuant to par. 1, the System Operator shall factually assess the claim legitimacy, proceeding as follows:
  - a) If the claim of the Claimant and the submitted evidence demonstrate its legitimacy, the System Operator shall recognize the claim as legitimate and take appropriate measures;
  - b) If the System Operator assesses the claim as illegitimate on the basis of the Claimant's claim and the submitted evidence, it shall reject the claim.
  - c) If, according to the System Operator, the legitimacy of the claim cannot be assessed on the basis of the facts alleged by the Claimant and the submitted evidence, the System Operator may invite the Claimant to supplement the alleged facts or to submit (additional) evidence within a specified deadline. The System Operator shall finally decide on the claim only after the expiry of the deadline specified in the invitation to supplement the claim, on the basis of all the alleged facts and the submitted evidence.
7. The System Operator shall bear the costs of the claim procedure until the decision on the claim is made - this does not apply to any costs of the User incurred in connection with the claim procedure.
8. The claim procedure is initiated:
  - a) in case of postal shipments - the next working day after the date of proper delivery of a complete claim (i.e. a claim fulfilling the Basic Complaint Requirements pursuant to point 1) to the filing office of the System Operator's registered office (stamp, date of post);
  - b) via e-mail - the next working day after the day of proper delivery of the complete claim to info@mytocz.eu;
  - c) in case of a data message sent via the data box - the nearest business day after the day of proper delivery of a complete claim to the System Operator's data box address;

- d) in case of personal delivery at a Contact Point and/or a Distribution Point - the next business day after the day of proper receipt of a complete claim at a Contact Point or a Distribution Point,
  - e) at the Customer Zone - the next working day after proper electronic submission of a fully completed claim form via authorised access;
  - f) in case of regular telephone reporting - the next working day after the day of the phone call. If a claim is made by telephone, the written form of handling the statement on the claim is not a condition.
9. The System Operator is obliged to settle the claim without undue delay, but no later than within thirty (30) days from the date of initiation of the claim procedure (i.e. delivery of a claim meeting the Basic Complaint Requirements pursuant to paragraph 1). In the event that the System Operator has sent the Claimant a request to supplement the claim pursuant to paragraph 7 of this chapter of the Terms and Conditions, the period for settling the claim begins to run only on the closest working day of the filing of the missing information, or on the day of the expiration in vain of the deadline for supplementing the missing information.
  10. The claim procedure ends with the refusal of the claim, the rejection of the claim or the decision to acknowledge the validity of the claim.
  11. The contact person of the Vehicle Operator stated in the claim form shall be informed about the handling of the claim by sending a written opinion delivered by post or by e-mail message or even by means of a data message, or by placing it in the Customer Zone. If the claim is made by telephone, its written form is not a condition. When reporting a claim by telephone, the telephone notification of its resolution shall be deemed as its resolution.

## **5.2 Discrepancies in the amount of settlement of Toll, Deposits and other fees for services according to the List of Fees**

1. If the claim is settled by refunding the financial amount to the User, it shall be refunded with the same payment method, which was paid by the User, except for cash payments, payments by Payment or Fuel Card in cases pursuant to chapter 2.2, par. 7 of the Terms and Conditions and bank transfers where such amount is refunded according to the User-provided identification data for the User-selected bank account. Bank charges related to the transfer of funds are governed by the Payment System Act. If the User provides inaccurate bank account information, it will bear all costs associated with an unimplemented payment.

## 6 OTHER AND FINAL PROVISIONS

The provisions of this section of the Terms and Conditions regulate the rights and obligations of Users and the System Operator in the Electronic Toll System.

### 6.1 Refunds to Users in case of payment by a Fuel Card

1. In the event of a refund by the System Operator to the Vehicle Operator who has paid its debt to the System Operator with a Fuel Card under these Terms and Conditions, the System Operator's debt to the Vehicle Operator is met by the System Operator's debt being assumed by the Fuel Card Issuer.
2. By registering in the Electronic Toll System or by signing the Postpay Terms Agreement with Fuel Card Payment, the Vehicle Operator agrees that the Fuel Card Issuer will assume through PPF Bank, a.s., registered office Evropská 2690/17, postcode: 16041, Prague 6, Company reg. no.: 47116129, the System Operator's debt towards the Vehicle Operator for refund of the relevant toll and/or deposit amount. The relevant amount will be refunded to the Vehicle Operator by the Fuel Card issuer according to the terms and conditions of the Fuel Card Issuer. In the event of dissolution of the original Fuel Card Issuer or due to removal of the Fuel Card Issuer by the System Operator, the relevant amount will be refunded to the bank account, which shall be communicated in advance by the Vehicle Operator.

### 6.2 Delivery and Communication

1. Unless otherwise stated in the Terms and Conditions, documents addressed to the System Operator shall be delivered by post, e-mail, data message or personal delivery to a Contact Point. Contact details can be found on the Customer Web Portal.
2. Unless stated otherwise in the Terms and Conditions, documents addressed to the Vehicle Operator shall be delivered by post, data message or e-mail.
3. Documents shall be delivered by post to the address of the Vehicle Operator's registered office/domicile or to the postal address provided to the System Operator, otherwise to the address specified in the relevant public register or other register in which the Vehicle Operator is registered. A consignment sent using a postal service operator shall be deemed to have arrived on the third working day following dispatch, but if sent to an address in another country, on the 15th working day after dispatch.
4. It is delivered by e-mail to the Vehicle Operator's e-mail address notified to the System Operator. The document shall be deemed delivered at the moment of its sending.
5. The data message shall be delivered to the Vehicle Operator's data box address. The document shall be deemed delivered upon the delivery of the acknowledgement of receipt of the data message to the System Operator's data box.
6. If the delivery of a document to the System Operator by postal transport depends on the fulfilment of a certain time deadline, then for the avoidance of doubt it is considered that the document is duly served if it is delivered to the System Operator no later than the last day of this time deadline.
7. Office hours and Contact Points are listed on the Customer Web Portal.
8. The Vehicle Operator is responsible for the accuracy of the contact details provided to the System Operator.

### 6.3 Personal data processing

1. As the Personal Data Controller, the System Operator processes personal data in accordance with applicable legislation. As part of the fulfilment of the information obligation, the Controller provides Data Subjects with information related to the processing of Personal Data within the Electronic Toll System in this chapter of the Terms and Conditions and also on the Customer Web Portal <https://mytocz.eu> in the Customer Services section.
2. The contact details of the Controller and the Data Protection Officer of the Controller are listed on the Customer Web Portal <https://mytocz.eu> in the Customer Services section and at the same time on the Controller's website – [www.rsd.cz](http://www.rsd.cz) in the RMD Organisation/GDPR section.
3. The Controller collects and processes Personal Data for the purpose of operating the Electronic Toll System, primarily for the purpose of: registration of vehicles and their operators, prescription of Tolls and Deposits, issuance of Invoices for Vehicle Operators, processing of Vehicle Operators' payments, enforcement of Toll and Deposit payments and logistics of Electronic Devices.
4. The Controller collects and processes the following categories of Personal Data within the Electronic Toll System: (a) identification, address and contact details of owners, Vehicle operators and Drivers of vehicles registered in the Electronic Toll System, or their employees and agents; (b) information on vehicles registered in the Electronic Toll System, (c) information on the method of payment of Tolls in relation to the registered vehicle; (d) information on the Postpay Terms Agreements concluded between the Vehicle Operator and the Controller and information on the Agreements on the Terms

of Use of the Electronic Device in the Toll Exempt Mode; (e) information on the issued Bank Guarantees or other security to secure any future receivables arising in the Electronic Toll System; (f) information on Toll transactions in the Electronic Toll System; (g) information on toll payments made and billing in the Electronic Toll System; (h) information on provided discounts on toll payments in the Electronic Toll System; (i) information on exemption from toll payment in the Electronic Toll System; (j) information related to submitted and settled claims, complaints and suggestions and (k) login and other related data of the User registered on the Web Portal or in the Mobile Application.

5. The legal basis for the processing of Personal Data of a Data Subject within the Electronic Toll System is the necessity of processing for the purposes of (i) fulfilling the legal obligation that applies to the Controller as the System Operator (especially according to Act No. 13/1997 Coll., Regulation of the Government 240/2014 Coll., and Decree of the Ministry of Transport No. 470/2012 Coll. as amended, (ii) fulfilment of a task in the public interest or in the exercise of public power entrusted to the Controller, (iii) fulfilment of the Postpay Terms Agreements concluded by the Controller with the Data Subject and the Agreement on the Terms of Use of the Electronic Device in the Toll Exempt Mode.
6. Recipients of Personal Data processed within the Electronic Toll System can be government authorities in relation to which the transfer of personal data is imposed on the Controller by legislation (especially the road administrator, road administration authorities, Police of the Czech Republic, the Security Information Service, the Customs Administration of the Czech Republic and the Central Traffic Information System ) and entities participating in the operation and administration of the Electronic Toll System (especially CzechToll, s.r.o. and SkyToll, a.s., which provide the Controller with comprehensive services for the Electronic Toll System operation).
7. Personal data will be processed manually and automatically. Automated processing ensues from the technical equipment used for toll calculation, without the profiling of Data Subjects. Personal data will be accessed by authorised employees of the Controller, or entities participating in the operation and administration of the Electronic Toll System according to their functional and professional classification.
8. Personal data shall only be processed and kept for as long as it is necessary. The criterion for determining the period of processing and storage of Personal Data of Data Subjects by the Controller is the moment when the last of the following events occurs: (i) termination of the contractual relationship concluded between the Controller and a Vehicle Operator in the Electronic Toll System, (ii) expiry of the deadlines for applying claims from the contractual relationship according to the previous paragraph, (iii) expiry of the mandatory archiving period of documents containing Personal Data according to applicable legislation; Act No. 499/2004 Coll. on Archives and Filing Service, as amended, and the Filing and Shredding Rules of the Controller.
9. The Controller does not transfer Personal Data to third countries outside the EU or to international organizations.
10. A Data Subject may exercise the following rights against the Controller in relation to its Personal Data processed within the Electronic Toll System: (i) request access to Personal Data from the Controller, (ii) request correction or deletion or restriction of the processing of Personal Data, (iii) object to the processing of Personal Data or (iv) request the portability of the Personal Data. The ways in which the Data Subject may exercise the aforesaid rights with the Controller are specified on the Customer Web Portal <https://mytocz.eu> in the Customer Services section. A Data Subject is also entitled to file a complaint with the Office for Personal Data Protection, with its registered office at Pplk. Sochora 27, Praha 7, Postcode: 170 00, Company reg. no.: 708 37 627, website <https://uouu.gov.cz>, if it considers that the processing of Personal Data in connection with the operation of the Electronic Toll System has violated legal regulations.

## 6.4 Final and Interim Provisions

1. The rights and obligations of the parties not regulated by these Terms and Conditions, the Postpay Terms Agreement and the Agreement for Vehicles Exempt from Toll Payment not expressly regulated shall be governed by the valid legislation of the Czech Republic. If the Terms and Conditions are drawn up by the System Operator in a language other than Czech, the Czech version shall always be decisive for the interpretation of the provisions of the Terms and Conditions.
2. The System Operator shall be entitled to change the Terms and Conditions to an appropriate extent. For the Users the amended Terms and Conditions are binding on the date specified therein. The System Operator shall publish the amended Terms and Conditions on the Customer Web Portal and ensure that they are available at Contact and Distribution Points at least fifteen (15) days before they become effective. The Vehicle Operator is entitled to reject the amended Terms and Conditions within five (5) days of their publication in writing provided that it terminates the contractual relationship with the System Operator at the same time. However it shall be bound by the original Terms and Conditions during the period of notice.
3. In accordance with Section 1753 of the Civil Code, the User expressly accepts in particular the business terms and conditions referred to in par. 4 and 5 chapter 1.8, par. 6 chapter 3.2, par. 3 article 3.4.1 , par. 4 and 10 chapter 3.5 and par.2. and 6 chapter 5.1 of the Terms and Conditions.
4. This Terms and Conditions is effective as of 1 March 2024.