APPENDIX NO. 1 TO THE CONTRACT ON PROVISION OF THE BOARD UNIT
GENERAL BUSINESS TERMS AND CONDITIONS OF THE SYSTEM OPERATOR

Valid from 01.01.2010

The System Operator hereby issues the following General Business Terms and Conditions (hereinafter referred to as the “Conditions”).

Chapter I. General provisions

Chapter I.1 Basic provisions and subject matter

1. Sky Toll, a.s. registered office Apollis Business Center, Právnická 2/a, 821 09 Bratislava, Slovakia, business ID: 44 500 737 (hereinafter referred to as “System Operator”), is an entity subject to the provisions of the Act on Electronic Toll Collection and the Toll Rules. The System Operator is the System Operator within the meaning of the Toll Rules, and in this capacity, the System Operator is responsible for rendering the Electronic Toll Collection Full Service. The System Operator is the contractor in the sense of Section 2.3 of the Contract on Use of Selected Road Stretches and Toll collection can be obtained, where technical issues can be reported as well as transport of the Toll Collection Full Service to the System Operator.

2. In compliance with the Toll Rules as well as with other applicable legislation the System Operator hereby issues these Conditions.

3. The Board Unit, the Toll Collection Full Service and the Toll Collection Full Service related with use of the Selected Road Stretches and for which the Toll Collection Authority issued specific general business terms and data, which particularly allows the collection of the Toll by technical equipment during the drive of the Toll liable for payment of the Toll; the selected road stretch - an individual part of a road which is selected by the Toll Collection Authority and for which the Toll Collection Authority issued separate general business terms and conditions for the Selected Road Stretch based on conclusion of the Board Unit Contract and the Vehicle Operator agrees to pay the Toll for the Selected Road Stretches and the Contract on Provision of the Board Unit in the Subsequent Toll Payment Mode as well as Subscribed Toll Mode may be concluded.

4. The Tol l Rate Amount - is an amount of the Toll Rate for one km of driven distance of the Selected Road Stretch for which the Toll Collection Authority issued separate general business terms and conditions for the Selected Road Stretch.

5. The Toll is the income of the Toll Collection Authority.

6. The Board Unit may act on behalf of the property of the System Operator.

Chapter II. Authorisation to Act and Establishing Identity

7. A natural person is the Vehicle Operator, he/she acts independently. Should the inability of making legal transactions be either full or restricted, a legal representative or a guarantor/legal representative appointed by a court may act on behalf of her/him.

8. If a legal person is the Vehicle Operator, a statutory body and/or procurator may act on behalf of the same in the Subsequent Toll Payment Mode based on an abstract from the commercial or similar register and/or a person acting on behalf of a vehicle operator holder of an instrument of personal rights, the Vehicle Operator and/or the Vehicle Driver may act on behalf of the above under these Conditions.

9. If a legal person is the Vehicle Operator, a statutory body and/or procurator may act on behalf of the same in the Subsequent Toll Payment Mode based on an abstract from the commercial or similar register as required by law, the statutory body fully empowered thereto based on documents used for the incorporation/establishment of the commercial company or similar enterprise, and a valid power of attorney with authorized signatures of the members of the statutory board may act on behalf of the same. Where a Board Member has been appointed in the Subsequent Toll Payment Mode, the Vehicle Operator and/or the Vehicle Driver may act on behalf of the above under these Conditions.

10. In the Subsequent Toll Payment Mode, the Contract on Provision of the Board Unit may be terminated only by the Board Unit Operator and/or the Vehicle Operator, he/she acts independently. Should the inability of making legal transactions be either full or restricted, a legal representative or a guarantor/legal representative appointed by a court may act on behalf of him/her.

11. In case of a change to information registered in the commercial or similar register, more specifically the business name and/or name and surname, address, name of registered office/place of business, authorisation to act or to any similar substantial fact, the Vehicle Operator and/or the Vehicle Driver must inform the System Operator thereof within 5 days of the change data at the latest using a demonstrable manner or with a document on the change made, for details, see chapter “Appendix III.2” of the Contract on Provision of the Board Unit.

Chapter III. Submitted documents

1. Prior to conclusion of the Contract on Use of Selected Road Stretches the persons authorised to conclude the Selected Road Stretches contract pursuant to “Chapter 3.1.” shall submit upon the request of the System Operator the toll collection authority the following documents.

2. The toll collection authority for conclusion of the Contract on Use of Selected Road Stretches and the Contract on Provision of the Board Unit issued separate general business terms and conditions for the Selected Road Stretch, the vehicle ID data and the Selected Road Stretch identification where the vehicle is driving will be obtained. If the Board Unit determines the vehicle is driving on the Selected Road Stretch, the vehicle ID data and the Selected Road Stretch identification where the vehicle is driving will be obtained by the Board Unit via a sales representative of the System Operator.

3. TheVehicle Operator may inspect the identity and correctness of the documents submitted as well as the identification data obtained in the Board Unit via a sales representative of the System Operator.

Chapter IV. Conclusion of the contract

4. The Contract on Provision of the Board Unit may be concluded in the same mode as the Contract on Use of Selected Road Stretches, the Contract on Provision of the Board Unit issued separate general business terms and conditions for the Selected Road Stretch.

5. The Board Unit may be used by the Vehicle Operator when driving on the Selected Road Stretch in a vehicle liable to payment of the Toll; the selected road stretch - an individual part of a road which is selected by the Toll Collection Authority and for which the Toll Collection Authority issued separate general business terms and conditions for the Selected Road Stretch.

6. A natural person is the Vehicle Operator, he/she acts independently. Should the inability of making legal transactions be either full or restricted, a legal representative or a guarantor/legal representative appointed by a court may act on behalf of her/him.

7. The liabilities of the Vehicle Operator stemming from the Act on Electronic Toll Collection and the Toll Rules are based on electronically obtained data.

8. In case the Vehicle Operator is a holder of the technical certificate of the vehicle determined by the owner where the owner is not registered in the certificate on registration in the Subscribed Toll Mode, the Vehicle Operator and/or the Vehicle Driver must submit an abstract from the commercial or similar register or a document corresponding to the certificate on registration in the Subscribed Toll Mode, the Vehicle Operator and/or the Vehicle Driver must submit an abstract from the commercial or similar register corresponding to the certificate on registration in the Subscribed Toll Mode, the Vehicle Operator and/or the Vehicle Driver must submit an abstract from the commercial or similar register corresponding to the certificate on registration in the Subscribed Toll Mode, the Vehicle Operator and/or the Vehicle Driver must submit an abstract from the commercial or similar register corresponding to the certificate on registration in the Subscribed Toll Mode.

9. In case of a change to information registered in the commercial or similar register, more specifically the business name and/or name and surname, address, name of registered office/place of business, authorisation to act or to any similar substantial fact, the Vehicle Operator and/or the Vehicle Driver must inform the System Operator thereof within 5 days of the change data at the latest using a demonstrable manner or with a document on the change made, for details, see chapter “Appendix III.2” of the Contract on Provision of the Board Unit.

10. In case of a change to information registered in the commercial or similar register, more specifically the business name and/or name and surname, address, name of registered office/place of business, authorisation to act or to any similar substantial fact, the Vehicle Operator and/or the Vehicle Driver must inform the System Operator thereof within 5 days of the change data at the latest using a demonstrable manner or with a document on the change made, for details, see chapter “Appendix III.2” of the Contract on Provision of the Board Unit.

11. In case of a change to information registered in the commercial or similar register, more specifically the business name and/or name and surname, address, name of registered office/place of business, authorisation to act or to any similar substantial fact, the Vehicle Operator and/or the Vehicle Driver must inform the System Operator thereof within 5 days of the change data at the latest using a demonstrable manner or with a document on the change made, for details, see chapter “Appendix III.2” of the Contract on Provision of the Board Unit.
9. The Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver are responsible for the correct and timely completion of the Board Unit installation and the payment of the Toll for the operated roads.

10. The operator of a vehicle exempted from the Toll according to legal directives is not obliged to enter into the Contract on Provision of the Board Unit and fit the Board Unit in the vehicle for the term of exemption.

Chapter V.1 Change to the contract

1. Change to the Contract on Provision of the Board Unit in the Subsequent Toll Payment Mode can be effected by the Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver following the provisions of “Chapter V.2". The written consent of the System Operator is required for the change.

2. Change to the Contract on Provision of the Board Unit in the Subscribed Toll Mode can be effected by the Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver at a Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

3. The Vehicle Operator, his/her Authorised Representative or the Vehicle Driver (in case of the Subscribed Toll Mode) shall report the change to the System Operator in writing within five days at the latest from the date when the changes either occurred or were known to them.

4. Change to the Contract on Provision of the Board Unit in the Subsequent Toll Payment Mode can be effected by the Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver to a Contract with a Merger of the Board Units in the Subsequent Toll Payment Mode. The change to the number of vehicle axles and the change of a vehicle to a vehicle tandem before the drive are regarded as communications at the Board Unit level.

5. The System Operator will register the change in the Electronic Toll System without undue delay and if substantial information in the Contract on Provision of the Board Unit is changed, the Vehicle Operator and/or Vehicle Driver will be informed thereof by the System Operator immediately, however within 7 days from the date of the change.

6. The System Operator will not be liable for how in time changes in the Contract on Provision of the Board Unit are registered in the Electronic Toll System. The Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver may request a change in the Contract on Provision of the Board Unit with regard to a new registration in the Electronic Toll System by following the provisions of “Chapter V.2".

7. In case of change to the Vehicle Operator for which a vehicle is registered in the Electronic Toll System, the new Vehicle Operator and/or Vehicle Driver may request the System Operator to change the information in the Contract on Provision of the Board Unit for the new Vehicle Operator and/or Vehicle Driver. In case of the Subscribed Toll Mode, the Vehicle Operator, his/her Authorised Representative and, in the case of the Subscribed Toll Mode, the Vehicle Driver, shall be required to provide a Bank Transfer directly into the account of the System Operator in the Subsequent Toll Payment Mode; in case of the Subscribed Toll Mode, proceed to the procedure of “P.4. Installation and operation of the Board Unit”.

8. In case of a change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

9. In case of a change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

10. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

11. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

12. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

13. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

14. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

15. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

16. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

17. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

18. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

19. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

20. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.

21. In case of change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease of the number of vehicles) the Vehicle Operator or the Vehicle Driver is informed thereof by the System Operator immediately, however within 7 days from the date of the change. The Board Unit used by the Vehicle Operator and/or Vehicle Driver shall be returned to the System Operator immediately at the Contact or Distribution Point as defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions.
1. Payment of the fees in the Subscribed Toll Mode, the fees may be paid as follows:
   a) by a Contact Point or Demand Point;
   b) by bank card at a Contact or Distribution Point, the list of accepted bank cards, see the Internet portal;
   c) by fuel card at a Contact or Distribution Point, the issue of which is approved by the Toll Collection Authority.
2. Payment by bank and/or fuel card must be confirmed by the authorisation centre and accepted by the issuer of the bank or fuel card.
3. In case of non-payment of fees, the Vehicle Operator and/or the Vehicle Driver shall be charged for the non-payment of fees. The fine fee applies to all vehicles registered in the Electronic Toll System and liable to the Toll.
4. The System Operator shall have the right to charge the current and the applicable version of the tariff is available on the Internet portal.
5. At the time of the provision of service, the prices and fees specified in the applicable current tariff shall apply.

Payment of the fees in the Subscribed Toll Mode

1. For the Subsequent Toll Payment Mode, the payment of fees being part of the invoice can be affected as follows:
   a) bank transfer or debit into the account of the System Operator;
   b) at Contact points by bank card, fuel card or in cash.
2. In case of payment of the fees by wire transfer, the Vehicle Operator shall identify the payment by the variable field and specific field mentioned on the invoice and those fields for the specific field must be specified correctly on the bank payment order; otherwise the invoice shall be regarded as paid only after the payment identification is accepted and the invoice number is entered in the bank transfer. The Vehicle Operator and/or the Vehicle Driver must ensure that the bank transfer is received in the bank at the latest by the second day after the date of creation of the invoice, and the Vehicle Operator and/or the Vehicle Driver shall be charged for the non-payment of fees. For the Subsequent Toll Payment Mode, the fees shall be charged to the Vehicle Operator following the termination of the relevant accounting period on a monthly invoice by the System Operator.
3. The System Operator shall have the right to change the current and the applicable version of the tariff is available on the Internet portal.
4. At the time of the provision of service, the prices and fees specified in the applicable current tariff shall apply.

Article VII.

Distribution Point

1. The Distribution Points primarily provide the Vehicle Operator and/or the Vehicle Driver the following services in relation with the Contract on Provision of the Board Unit in the Subscribed Toll Mode and provision of the Board Unit:
   a) conclusion, change or termination of the Contract on Provision of the Board Unit in the Subscribed Toll Mode and provision of the Board Unit;
   b) receipt of payments of fees related to services of the Electronic Toll Collection Full Service;
   c) receipt of return of the Board Unit and basic diagnostics of the Board Unit functionality;
   d) consultancy services in the field of the Electronic Toll System;
   e) report of reports on technical issues of the Board Unit and basic diagnostics of the Board Unit functionality;
   f) replacement of a non-functional Board Unit for a functional one; 
   g) lodging of complaints, impugnations and grievances;
   h) provision of information and information materials.
2. Distribution Points do not allow conclusion, change or termination of the Contract on Provision of the Board Unit in the Subscribed Toll Payment Mode.
3. For the full list of the Distribution Points of the System Operator, see the Internet portal.

Chapter IX.1

Customer Line

1. The Customer Line is a customer phone line primarily providing non-stop customer services to the Vehicle Operator and/or the Vehicle Driver.
2. The Customer Line provides the Vehicle Operator and/or the Vehicle Driver the following services in relation with the Contract on Provision of the Board Unit:
   a) consultancy services in the field of the Electronic Toll System;
   b) receipt of reports on technical issues related to the Board Unit;
   c) arrangement for arrival of a vehicle with a reported malfunctioning Board Unit to a Contact or Distribution Point for provision of free of charge repair service;
   d) lodging of complaints, impugnations and grievances;
   e) provision of information about settlement details, making duplicates of bills, resolving questions related to settlement;
   f) receipt of application for sending information material, copies of bills by mail or e-mail.
3. Confidential information, personal data and detailed information related to a specific account of the Vehicle Operator and/or the Vehicle Driver is available only after verifying the correctness of the data. The personal information is provided only after verifying the correctness of the data. The personal information provided is intended to enable the System Operator to provide the services of the Electronic Toll Collection Full Service to the Vehicle Operator and/or the Vehicle Driver.
b) when delivered personally to a Contact or Distribution Point - the next business day following the day of receiving the complaint by the Contact or Distribution Point is the complaint lodging date; c) on the internet portal - the complaint lodging date is the day of lodging on the website via the authorised access - the next business day following electronic delivery on a completed complaint protocol via the authorised access; d) in case of phone lodging of the complaint, the complaint shall be deemed lodged at the end of the phone call. In this case, the System Operator shall not be responsible for the settlement of the complaint in writing; phone statement is regarded as sufficient in this case.

3. In case of lodging the complaint at a Contact or Distribution Point, the System Operator and Authorized Representatives shall always be requested to compile a complaint protocol and the System Operator subsequently issues a confirmation of the complaint to the Authorized Representative containing both the content and deadlines for the settlement of the complaints as specified in the Complaint Procedure.

4. The System Operator reserves the right not to accept the complaint:
   a) if lodged in the way and in the place as requested in this Complaints Procedures or within the specified deadlines; b) if not complete, comprehensible and/or unambiguous, the deadline for submission of the complaint commences on the day of submission of the missing information.

The complaint procedure ends on the day of sending a written response on settlement of the complaint or on the day of termination of the same by phone via the Customer Line if lodged by phone.

5. A contact person specified in the Contract on Provision of the Board Unit is informed about the end of the Complaint Procedure by a written statement or by sending a link to the internet website with direct authorized access. If the complaint was lodged by phone, the Customer Line operator shall contact the contacting person specified in the Contract on Provision of the Board Unit.

6. In case the Contract on Provision of the Board Unit does not contain optional information about the contact person, the written statement on the settlement of the complaint shall be sent by the System Operator to the registered office of the Vehicle Operator. In case the phone number of the contacting person is missing, the System Operator shall settle the phone complaint with a person lodging it via the Customer Line.

Chapter IX.4

Term of settlement and complaint

1. The complaint settlement starts on the day of lodging of the complaint in the sense of provisions of this Complaints Procedure.

2. The System Operator must handle the complaint immediately or within five business days in the case of complex cases.

3. In the case of the complaint was incomplete, not comprehensible or ambiguous, the deadline for settlement of the complaints commences on the day of submission of the missing information.

The complaint procedure ends on the day of sending a written response on settlement of the complaint or on the day of termination of the same by phone via the Customer Line if lodged by phone.

4. A contact person specified in the Contract on Provision of the Board Unit is informed about the end of the Complaint Procedure by a written statement or by sending a link to the internet website with direct authorized access. If the complaint was lodged by phone, the Customer Line operator shall contact the contacting person specified in the Contract on Provision of the Board Unit.

5. In case the Contract on Provision of the Board Unit does not contain optional information about the contact person, the written statement on the settlement of the complaint shall be sent by the System Operator to the registered office of the Vehicle Operator. In case the phone number of the contacting person is missing, the System Operator shall settle the phone complaint with a person lodging it via the Customer Line.

Chapter IX.5

Grievances and disputes

For all grievances and disputes resulting from the Complaint procedure provisions of the Civil and Commercial Codes of the Slovak Republic shall apply.

Chapter IX.6

Complaints of inconsistencies in settlement of the services by the System Operator and complaints related to Board Unit

1. The Vehicle Operator shall pay all his/her liabilities stemming from the Contract on Provision of the Board Unit fully, in time and properly in compliance with the tariff of fees of the System Operator.

2. In case of complaints related to additional services and the sale of consumer goods not specified in the tariff of the System Operator, the provisions on complaints contained in Conditions 2 shall apply and shall be processed in compliance with the Commercial Code and/or Civil Code.

3. In case of complaints related to the malfunction or failure of the Board Unit, the Vehicle Operator and/or the Vehicle Driver must proceed in compliance with the provisions of the Toll Rules and “Article V” of these Conditions 2 determining the obligations at the moment of discovering the malfunctioning or failed Board Unit.

4. The Vehicle Operator and/or the Vehicle Driver lodge a complaint for the malfunction or failure of the Board Unit, they shall be required to submit the same for diagnosis by the System Operator. The System Operator shall provide an alternate Board Unit to the Vehicle Operator and/or Vehicle Driver.

5. The System Operator checks the basic functionality of the Board Unit at a Contact Point in case the Board Unit is specified in the Contract on Provision of the Board Unit as the Subsequent Toll Payment Mode and at a Contact or Distribution Point in case the Board Unit is specified in the Contract on Provision of the Board Unit as the Subsidiary Toll Mode.

6. In case an employee of the Contact or Distribution Point diagnoses and visually finds out the Board Unit is totally or partially malfunctioning due to incorrect or unauthorised use or if the symptoms of mechanical or other damage are clearly visible, the System Operator shall have the right to change a diagnostic fee according to the currently applicable tariff.

7. In case the Board Unit diagnosis reveals a failure not caused by the Vehicle Operator and/or the Vehicle Driver, the System Operator shall provide an alternate Board Unit without the fee for diagnosis.

8. The System Operator shall issue a diagnosis test report to the Vehicle Operator and/or the Vehicle Driver for every Board Unit.

9. Unless agreed otherwise and if the Board Unit does not show obvious symptoms of mechanical damage or misuse or uncontrolled use, the Vehicle Operator and/or the Vehicle Driver may ask for an alternate Board Unit according to these Conditions 2 for the term of diagnosis.

10. In case the Vehicle Operator and/or Vehicle Driver do not agree with the diagnosis test report, an appeal can be submitted where the System Operator proceeds adequately within the provisions of Conditions 2 on the settlement of complaints.

11. If the Complaint Procedure results in demonstrating the damage or destruction of the Board Unit attributable to the Vehicle Operator and/or the Vehicle Driver, the System Operator shall have the right to apply for the contractual penalty in the sense of these Conditions 2.

Article X.

Transient and Final Provisions

Chapter X.1

Changes to and amendment of the conditions

1. The System Operator shall have the right to unilaterally change, modify or replace these Conditions 2 as well as the tariff of fees, especially in case of changes and amendments to the Act on Electronic Toll Collection, Toll Rules and related legislation based on which these Conditions 2 have been issued. The current version of Conditions 2 is available on the internet portal.

2. Changes, amendments or replacement of the Conditions 2 become effective on the publishing thereof by the System Operator on the Internet portal. In case the Vehicle Operator does not agree with the change to the Conditions 2, the Vehicle Operator may withdraw from the Contract on Provision of the Board Unit within 30 days from publishing thereof. Withdrawal from the contract shall be executed by the Vehicle Operator in writing only at a Contact or Distribution Point depending on the mode selected.

Chapter X.2

Processing of personal data

Národná diaľničná spoločnosť a. s., registered office Prievozská 2/a, 821 09 Bratislava, business ID: 44 500 734, registered with the Commercial Register kept by the District Court in Bratislava I, section Sa, insert No.: 4646/B, or persons delegated by the agent upon the approval of the Operator based on a written agreement or order for the processing of personal data or written authorisations concluded in conformity with Section 5 subsection 2 of Act No. 428/2002 Coll. on personal data protection, as amended, and the Act No. 334/2012 Coll. on Personal Data Protection Agreement, authorises the Agent SkyToll, a.s. to process personal data of the Involved Persons for the purposes mentioned above and obtained by the persons delegated by SkyToll, a.s. on behalf of and upon agreement of the System Operator based on the written contract on extent and conditions of processing of personal data or written authorisation, concluded in compliance with Section 5 subsection 2 of Act No. 428/2002 Coll.

The list of all intermediates according to Section 5, subsection 2 of Act No. 428/2002 Coll. is published and updated on an as needed basis on the Internet portal.

Chapter X.3

Final provisions

1. Legal relationships not explicitly specified herein or by the Contract on Use of Selected Road Stretches shall be governed by applicable legal provisions of the Slovak Republic, particularly the Act on Electronic Toll Collection., Act No. 513/1991 Coll. Commercial Code, as amended, and Act No. 40/1964 Coll. Civil Code, as amended;

2. In case of the termination of the Contract on Provision of the Board Unit the Vehicle Operator agrees with the recording of phone calls to the Customer Line for the purposes of resolving complaints.

These Conditions 2 are written in Slovak. In case of their translation into other languages, the Slovak version shall prevail in case of any disputes.

4. These Conditions become binding for the Vehicle Operator and/or the Vehicle Driver from the moment of sending an application for registration in the Electronic Toll System until the full performance of all receivables and payables and/or the termination of the Contract on Provision of the Board Unit.

5. In case of any dispute between the Vehicle Operator and/or the Vehicle Driver and the System Operator related to the provision of the Electronic Toll Collection and/or these Conditions 2, the disputes shall be finally settled by the relevant court of the Slovak Republic with regard to the registered office of the System Operator.

6. These Conditions 2 become valid and effective on -

Jsp. Name Suname, v.r.
General Manager
SkyToll, a. s.