

Contract Terms



of the Keeper of the Electronic Toll system

effective since 25. 5. 2018

(A) COMMON PROVISIONS

Provisions of this section (A) determine rights and duties of the users and the system keeper within the electronic toll system.

1 Definitions of Used Expressions

For the purpose of these **Terms** the below-mentioned expressions have the following meanings:

“**Account of the system Keeper**” means bank account presented on the document of the calculated Toll;

“**Act**” means act no. 13/1997 Coll., on roads, as amended;

“**Bank**” means a bank which meets requirements of the system Keeper for a bank issuing a Bank guarantee;

“**Bank Guarantee**” means valid and irrevocable bank guarantee due at first appeal and without any objections, issued by a Bank for credit of the system Keeper to secure receivables of the system Keeper for the vehicle Users of the Tolling transactions risen in post-pay mode, to secure the Deposit and to secure other receivables of the system Keeper from a vehicle User resulting from or related to conclusion of the Agreement of the post-pay terms, including default interests and costs associated to application of the Bank guarantee;

“**Bus**” means a vehicle which belongs to M2 and M3 category in accordance with the 314/2014 directive issued by the Ministry of Transport which concerns roadworthiness and technical conditions of vehicles on roads (supplement 18).

“**CEMT**” means a multilateral permit for international road freight, according to the decision of the European Conference of Ministers of Transport CEMT Member States; For the purposes of registration of a vehicle in the Electronic tolling system and application of discounts on toll specifically when it comes to certificate of conformity with technical and safety requirements in relation to emissions and noise;

“**Certificate of Guarantee**” means a certificate of guarantee issued by a Bank, based on Bank guarantee and corresponding to the specimen defined by the system Keeper in a determined form; Vehicle user may pick such specimen form up at Contact point or print it out at the system Keeper’s website.

“**Certificate of road-worthiness**” is a proof of the owner and operator of the vehicle, which contains detailed technical description of the vehicle (for vehicles registered in the Czech Republic it is a Vehicle Registration Certificate - part II.);

“**Contact Point**” means a point defined by the system Keeper, where the services related to operation of the electronic toll system, resulting from these Terms;

“**Controller**” means in a context of GDPR the authority of Ředitelství silnic a dálnic ČR, that processes Personal Data about Data Subject;

“**Customer Centre**” means a point determined by the system Keeper for telephonic and written communication, where the services related to operation of the electronic toll system, resulting from these Terms within the meaning of § 2 letter h) of the Regulation, are provided; contact information are given in the website of the system Keeper;

“**Damaged Electronic device**” is the Electronic device which has been damaged mechanically (e.g. broken, cracked, scratched device or illegible barcode or otherwise damaged bar/number code) or visually (e.g. written, unclean, plastered, or equipped with another Velcro than given by the producer or obtained at any Distribution or Contact point). Electronic device damage is evaluated without regard to functionality of the barcode or the Electronic device itself;

“**Data Protection Officer**” means in a context of GDPR a person, whose role is stated in Art.37 and following of GDPR;

“**Data subject**” means in a context of GDPR any natural person, which Personal data are processed in the relationship with operation of Electronic Toll System;

“**Deposit**” has the meaning stated within § 22c par. 4 letter. a) art. 2 and par. 5 of the Act and § 3 of the Regulation;

“**Distribution Point**” means a point defined by the system Keeper, where the services related to operation of the electronic toll system, resulting from these Terms;

“**Driver**” has the meaning established within § 2 letter d) of the Act no. 361/2000 Coll., on road traffic, as amended;

“**Electronic Device**” has the meaning stated within § 22 par. 2 of the Act and § 10 of the Regulation;

“**EETS**” means the European Electronic Toll Service as stated in Section 22b of the Act;

“**Electronic Toll System**” is the electronic toll system on selected roads in the Czech Republic within the meaning of the Act;

“**Exemption from Toll Terms Agreement**” is an agreement between the User and the System Keeper, whose settlement is prerequisite for using a tolled road by a vehicle in the Mode of exemption from toll payment.

“**Fee for the additional payment defrayal on IWP**” is the fee for the defrayal of an additional payment via IWP made with the bank card on the System operator website;

“**Fleet Card**” means a card (other than a Payment card), which may be used in the Czech Republic to pay for Toll, Deposit and, in Post-pay mode, for service fees pursuant to the Tariff and which is accepted by the system Keeper; listing of types of the accepted Fleet cards is available at Contact points, Distribution points, at the website of the system Keeper and in the Customer Centre;

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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); „**Government Decree**” means the Government Decree no. 240/2014 Coll., about the time fees amount, toll rates, discounts on toll and how to apply the discount on toll;

“**Inactive Electronic Device**” is the Electronic Device which is taken from the Electronic Toll system by the System Keeper in accordance with the article 4.7

“**Invoice**” means a statement of toll, deposits, damages, fees for additional services by the Tariff.

“**ISSN**” means the informational system of unpaid toll administration that is used by System Keeper to collect the Toll debt and other commitments (debts) which have not been paid by means given in these Terms.

“**IWP**” (Incident Web Portal) is a part of System operator's Web pages;

“**Mode of exemption from toll payment**” refers to a mode in which the exempted vehicles are defined to be by law

“**Payment Card**” means a debit or credit card, accepted by the system Keeper as a means of payment to pay the Toll and Deposit; listing of types of the accepted payment cards is available at Contact points, Distribution points, at the website of the system Keeper and in the Customer Centre;

“**Payment of missing additional payment on IWP**” is an additional payment for potential Toll Debt on IWP, which is available as an increased comfort for Users in Post- pay mode. System operator's possibility to collect Toll Debt trough ISSN is not touched by this.

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

„**Post-pay mode**” means a mode of paying the Toll after using a tolled road within the meaning of § 17 par. 1 and 3 of the Regulation;

“**Post-Pay Terms Agreement**” is the agreement between the system Keeper and a vehicle User, conclusion of which is the prerequisite allowing payment of the Toll within post-pay mode;

“**Pre-pay mode**” means a mode, when advance payment is paid before using a tolled road to pay the Toll within the meaning of § 17 par. 2 of the Regulation;

“**Pre-paid Toll**” means advance payment to pay the Toll pre-paid by the User within pre-pay mode;

“**Processing**” means in a context of GDPR any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“**Processor**” means in a context of GDPR a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, namely it means the company Kapsch Telematic Services spol. s r.o.

“**Registration Certificate**” is proof of the owner and the operator of a vehicle that contains a basic technical description of the vehicle. (for vehicles registered in the Czech Republic it is a Vehicle Registration Certificate - Part I.);

“**Registration of User**” means entering the data of User into the electronic toll system via selfcare in the website of the system Keeper, at Contact points and via Customer centre. Registration makes numerous additional functions of the electronic toll system accessible for the User;

“**Registering Vehicle in the Electronic Toll System**” means entering data of a vehicle's data, whose driving on tolled roads within the Czech Republic is liable to toll payment obligation in accordance with provisions § 20a, § 22, § 22i and 22j Act and § 4 and § 8 of the Decree to the Electronic Tolling System;

“**Regulation**” means Regulation of the Ministry of Transport no. 527/2006 Coll., on use of tolled roads, as amended;

“**Simplified document**” means a document of prepaying the Toll, a document of paying the refundable Deposit, a document of the due toll payment, a document of refunding the Deposit for the unit, a document of refunding the Pre-paid toll, issued to the User at the time of payment.

“**System Keeper**” means ŘSD ČR (the Road and Motorway Directorate of the Czech Republic);

“**Tariff**” means price list of the services provided by the system Keeper in connection with operation of the electronic toll system and it is available in the website of the system Keeper as well as in the Customer centre;

“**Toll discount**” is the amount derived from the prescribed toll, which is provided to the Vehicle operator for every passed calendar year and after meeting all requirements for providing the toll discount in accordance with the Government Decree, including the obligation to register the vehicle into the Toll Discounts system.

“**Toll**” has the meaning as stated within the relevant provisions of the Act and the Regulation;

“**Toll Debt**” means Toll transactions that has not been paid properly;

“**Toll Discounts system**” is a set of applications for Toll Discounts system agenda processing, administrated by the System operator.

“**Tolling Point**” is a point on a tolled road, where passage of a vehicle is recorded within the meaning of § 2 letter e) of the Regulation;

“**Tolling Transaction**” is a record of the vehicle's passage through a Tolling point within the meaning of § 2 letter d) of the Regulation;

“**Unpaid obligation**” with the meaning of the article 14.3.of these Terms is the debt represented by a sum of registered toll transactions, deposits for issued electronic devices and fees for services given by the valid Tariff of the system Keeper, which has not been paid or invoiced yet. Toll debt is not included in this Unpaid obligation.

“**User**” means Vehicle keeper and/or Driver;

“**Vehicle operator**” means a person as defined in § 2 letter b) of Act No. 361/2000 Coll., (the Road Traffic Act), as amended, and the person authorized by the owner to operate the vehicle in his own name;

“**Vehicle User**” has the meaning defined within § 2 letter b) of the Act no. 361/2000 Coll., (the Road Traffic Act), as amended;

“**Website of the system Keeper**” means the website www.mytocz.cz;

“**Working Day**” means a day that is not Saturday, Sunday and national or another festival based on the Act no. 245/2000 Coll., on national festivals, as amended;

2 Purpose of Terms

2.1 Purpose of the Terms is, within the meaning of § 22c par. 5 of the Act, to describe in detail and define some rights and duties of the system Keeper and the Users related to toll payment on tolled roads and those resulting from operation of the electronic toll system in the Czech Republic.

3 Binding Effect of Terms

3.1 Within Pre-pay mode these Terms are binding for the Users since Registering the vehicle in the electronic toll system or since the day when they come into force, if Registering the vehicle in the electronic toll system occurred before the date when these Terms came into effect. By registering in the electronic toll system the User confirms that s/he has been familiarized with contents of these Terms, and that s/he understands and accepts them.

- 3.2 Within Pre-pay mode these Terms become binding for the Vehicle user even when the vehicle has been registered in the electronic toll system by the Driver.
- 3.3 As regards the Vehicle Operator in the Mode of exemption from toll payments or in the Prepay Mode these Contract Terms are also binding by the registration the vehicle in the Electronic tolling system by the driver of the vehicle, respectively in the Mode of exemption from toll payments after registration of the User into the Electronic tolling system.
- 3.4 Within Post-pay mode these Terms are binding for the Users since conclusion of the Post-pay Terms Agreement or since the day when they come into force, if conclusion the Post-pay Terms Agreement occurred before the date when these Terms came into effect. By conclusion of the Post-pay Terms Agreement the User confirms that s/he has been familiarized with contents of these Terms, and that s/he understands and accepts them.
- 3.5 In relation to driver these Contract Terms become binding by starting using tolled roads if the driver did not Register the vehicle, or, in case of Mode of exemption from Toll payments, the vehicle was not registered into the Electronic tolling system. The Vehicle Operator is obliged to familiarize the driver with the content of these Contract Terms.

4 Deposit and Electronic Device

- 4.1 Within Pre-pay mode the Deposit is paid when the Electronic Device is being passed to the User. Within Post-pay mode the Deposit is paid through the Fleet Card issuer or secured by Bank guarantee.
- 4.2 User is obliged in full extend to pay for potential detriment caused by a loss, theft, destruction or damage electronic device. The deposit will not be returned to the User in the case of returning Damaged Electronic device. If the electronic device is at the User's disposal, it has to be returned to the System Keeper.
- 4.3 The deposit for the registered electronic device also forfeits after the period longer than 1 year, if there were no toll transaction registered on this electronic device since the device had been taken over or since the last toll transaction had been registered on this device and in case the device was not returned to electronic tolling system operator within this period.
- 4.4 If the device is found by the Operator of the system or otherwise gets to the possession of the Operator, the device will be withdrawn from the system. The rights of the User with regard to the deposit will not be limited in any way.
- 4.5 If you have a post-pay unit, you can return it only at the Contact Point. Alternatively, you can send it with a claim form you can obtain at a Distribution Point or a Contact Point. You can also print it at the website of the Operator of the system. It is possible to return pre-pay units only in person at a Distribution or a Contact Point.
- 4.6 If you have a pre-pay unit, you can return it only personally at the Contact Point and at the Distribution Point.
- 4.7 System Keeper will remove the Electronic device and the vehicle from the records of the Electronic tolling system, if the Electronic device is not returned by the User to the System Keeper within 1 year from the date of the last toll transaction or the date of its take-over. History data of the Electronic device and the vehicle is still kept in the Electronic tolling system.

5 Registering Vehicle in Electronic Toll System, Details of Toll Payment, Payment Modes and Their Changes

- 5.1 For registration of a vehicle in the Electronic Toll collection system the User is obliged according to the Law and Decree to provide the data needed to register the vehicle and present the Vehicle Registration Certificate to the System Keeper. If user's vehicle has a metal-plated windshield, the User is obliged to inform the System Keeper about this situation during the registration of vehicle. The User is responsible for correctness of the data and/or document provided and presented.

If the data about the emission class are missing in the Certificate of road-worthiness or Registration Certificate it is possible to present valid CEMT certificate to proof the emission class.

If the valid emission class of the vehicle registered in an EU Member State cannot be unambiguously proved, it can be assigned according to the date of registration of vehicle referred in the Certificate of road-worthiness or Registration Certificate. If it is not possible to use this method for assigning emission class, then the vehicle will be registered with emission class EURO II.

If the emission class of the vehicle registered outside of EU Member States cannot be unambiguously proved, then the vehicle will be registered with emission class EURO II.

At the subsequent proving of the emission class EURO III or higher the vehicle shall be registered with the appropriate category.

With the Electronic Device the User receives from System Operator the receipt that contains recorded data. The User is obliged to check the data on the spot. If the User didn't complain about incorrect data when he/she receives the receipt, he/she is in future responsible for data incorrectness. If the Vehicle Operator did allow to record incorrect data related to the toll rate, no claim arises to him / her about decreasing or refunding the toll amounts already prescribed. The Vehicle Operator is obliged to make the incorrect data repaired forthwith in the Electronic Tolling System.

The System Operator keeps the recorded data in electronic form in the system for over 3 years after closing the account related to the Electronic Device.

- 5.2 Any User that will use a tolled road without registering the vehicle in the system, or any User using the device assigned to another vehicle, will pay the highest toll rate regardless of the type of the vehicle and its parameters (§ 22 paragraph 2 Act).
- 5.3 Vehicle user is obliged to inform the system Keeper on all changes in the registered data within five (5) calendar days since the date when the change occurs, and s/he is obliged to provide re-writing the data in the Electronic Device in the same period, if it is data which is to be written in the Electronic Device. The User is aware of possible sanctions resulting under the Act when s/he uses tolled roads with wrongly set data in the Electronic Device.
- 5.4 Only one Electronic Device, registered to one vehicle in the electronic toll system, may be used in this vehicle. All other Electronic Devices must be placed in protective coatings.
- 5.5 The user is required to follow the manual instruction when installing and using the Electronic devices which he received along with the Electronic device after registering a vehicle in the Electronic tolling system, respectively in the Mode of exemption from toll payments after the registration of the User in the Electronic tolling system. The Electronic device must be placed in a protective cover to prevent the recording of the toll transactions if the user is only transporting the Electronic device within the meaning of § 12 of the Decree. The System Keeper will not return prescribed toll and the User remains fully responsible for the toll payments In the case of failure to follow this procedure. The User will receive one protective cover for each Electronic device free of charge at any Distribution or Contact point.
- 5.6 In case that the Electronic Device does not signalize generation of a proper Tolling transaction when passing a Tolling point, the User is obliged to drive to the nearest Distribution point and to fulfil his/her duty to pay for the Toll. The user who does not do so, shall be liable to sanctions under the Act. Later payment for the Toll is not possible at Distribution point; it can only be realized at Contact point.
- 5.7 Data recorded by the electronic toll system (e.g. records on time information of vehicles' passages through a Tolling point) is used to define the Toll payment obligation. User understands that based on the data recorded by the electronic toll system the Toll payment obligation is generated even in the case if a Tolling transaction has not been recorded when passing a Tolling point, however it is obvious in the records of the electronic toll system that the tolled road was used in the specific tolling section by the vehicle (especially in the records of passages through the Tolling points before and after the Tolling point where the Tolling transaction has not been recorded).
- 5.8 In accordance with provisions of § 17 of the Regulation, it is possible to pay for the Toll either in Pre-pay mode or Post-pay mode in the electronic toll system. In both of the modes the Toll is only paid in the currency of the Czech Republic, regardless of the means of payment which is used for that. Payment mode is agreed before Registering the Vehicle in the electronic toll system.
- 5.9 The prerequisite allowing Post-pay Toll payment is fulfilment of the prerequisites defined by the system Keeper in accordance with Art.13 hereof. If the Vehicle user has not fulfilled these prerequisites or until the system Keeper has made the decision whether the vehicle user meets these prerequisites, the Toll may only be paid in Pre-pay mode.
- 5.10 When changing the Payment mode the original Electronic Device must be always returned and a new one must be picked up.
- 5.11 The User is aware of the fact and agrees that the Operator of the system is entitled to block electronic devices if there are any discrepancies regarding toll payments, deposits or fees for services according to the Tariff (article (6.4, 11.7, 11.8, 14.4.2, 14.4.3, 16.2. – Terms and Conditions), if invoices have not been paid (article 13.5, 14.3, 15.1.3. – Terms and Conditions), or if the device is lost, stolen or there are other technical problems about which the User is informed by the Operator.
- 5.12 The user is taking into the consideration that in case of lost or stealth of the Electronic device registered by him/herself, the obligation to pay the due toll charged on this electronic device occurs to him/her on the bases of data registered by the Electronic tolling system, until the moment of notifying the system operator about the lost or stealth.

6 Prices of Services and Payments

- 6.1 Prices of the services provided by the system Keeper in connection with operation of the electronic toll system are declared by the system Keeper within the Tariff. Prices of the services adhere to the Tariff, effective at the time of provision of the service, unless agreed otherwise.
- 6.2 The system Keeper is entitled to update the Tariff continually up to adequate extend. Information about changes of the Tariff is published on the system Keeper's website and updated Tariff will be available at Contact points and Distribution points. Within the Post-paid regime the vehicle User will be informed on change in the Tariff in the document of the Prescribed toll, as well. Change of the Tariff is effective as of the day it was published on the system Keeper's website or on later day, stated in the Tariff. The vehicle User can refuse the changed Tariff in written form within five (5) days period from its publishing on condition s/he will terminates the contractual relationship with the system operator at the same time.
- 6.3 Prices for provided services will be charged to Pre-pay mode Users while providing the service, Post-pay mode Users will

be charged along with Toll for appropriate billing period, except the Charge for payment of missing additional payment on IWP, that will be charged while providing the service and not according to article 12.5.

6.4 In case that the Vehicle user has not paid price for the service in the way when it is credited the account of the system Keeper on the due date at the latest, s/he becomes delayed with payment. The User is responsible for monitoring the due date and for paying the price for the provided services. If the User delays payment for the provided services for more than three (3) days, the system Keeper is allowed to block the Electronic Device to which the provided service is related; provisions of Art.14.2 is used likewise.

7 Billing Toll, Deposit, Damages and Other Service Fees pursuant to Tariff

7.1 Simplified documents, particularly in the Prepay mode (e.g. documents of prepaying the Toll and paying the Deposit), are issued by the system Keeper at the time of payment.

7.2 In the Post-pay mode the system Keeper will issue The Invoice within three (3) working days after the end of the billing period.

7.3 The system Keeper is obliged to issue the Invoice for the items, which have not been invoiced or which have been invoiced for a lower sum, without undue delay.

7.4 The Invoice in accordance with Art.7.2 and 7.3 will be delivered to the Vehicle user electronically, by means of the internet selfcare, at the moment of its accessibility in the internet selfcare.

7.5 If the Vehicle user requests the Invoice to be delivered in paper form, it will be sent to the Vehicle user by postal service to his contact address upon request made by means of the internet selfcare, or upon written request delivered to the system Keeper.

8 Rates Toll discounts and the procedure for their application

8.1 The Vehicle operator is entitled to apply the Discount from toll on the conditions determined by the respective law and the Regulation of government.

8.2 The time period decisive for calculation of the Discount from toll is determined for one calendar year. The Discount from toll is determined applying the percentage rate of the total value of the toll imposed in the value determined by the Regulation of the government. The value of the toll imposed shall not include the toll imposed before the date when the data and the documents were submitted by the User. The derogation arrangement for calculation of the Discount from toll for 2012 is determined by the temporary provision of the article II of the Regulation of government no. 352/2012 Coll.

8.3 The Vehicle operator may apply the Discount for his vehicles operated not only in the Post-pay mode, but also in the Pre-pay mode.

8.4 For the purpose of application of the Discount from toll the Vehicle operator or a person authorized by him is obliged to register in the registration portal - Toll discount system - on the web site www.slevymyto.cz and send all below mentioned documents to the address of the System operator specified on the following web site www.slevymyto.cz:

- (a) completed and signed application for registration in the registration portal - Toll discount system;
- (b) copies of the technical certificate of the vehicles meant for registration with the information on the vehicle category, the maximum permissible weight, and the emission class of the vehicle;
- (c) valid CEMT certificate if the emission class is proved by it;
- (d) power of attorney in case the Vehicle operator is represented for the purpose of registration in the Toll discount system by a third person.

8.5 After the submitted registration documents specified in article 8.4 are processed, the Operator of the Electronic toll collection system sends the information on the result of processing of the registration to the e-mail address of the Vehicle operator specified in the application.

8.6 In the event of a conflict between the data specified by the Vehicle operator at the registration in the Toll discount system in the registration document provided to the Operator of the system in accordance with the article 8.4 and the data in the Electronic toll collection system, the Vehicle operator is obliged to bring the data into conformity immediately, i.e. to notify the Operator of the Electronic toll collection system on the change of the data and to support their current situation by the respective document. Until the removal of this contradiction the Operator of the Electronic toll collection system is entitled to reject registration in the Toll discount system.

8.7 The Operator of the toll collection system is obliged to check, whether the vehicle registered in the Toll discount system is entitled to a Discount from toll and to determine the value of the Discount from toll within 6 months from the end of the calendar year. In the event the Vehicle operator is entitled to the Discount from toll, he is requested by the Operator of the system to provide the number of the account to which the discount shall be paid.

- 8.8 The Operator of the system shall send the amount corresponding to the value of the Discount from toll rounded to crowns to the account provided by the Vehicle operator at the latest within 4 months from receipt of the data on the bank account from the Vehicle operator.
- 8.9 If the Operator of the Vehicle provides incorrect data on the bank account s/he will bear all costs related to the unrealized or repeated payment. The Operator of the System is entitled to include the expenses spent this way, if any, against the claim of the Vehicle operator for the Discount from toll.
- 8.10 The additional payment of due toll will be taken into account for calculation of the Discount from toll on condition that it was made until January 31 of the subsequent year after the end of the decisive period for calculation of the Discount from toll.
- 8.11 Vehicle Operator is obliged to inform the System Keeper of any changes to the data recorded in the system of discounts by registering those changes on the website www.slevymyto.cz and send all documents proving these changes to the System Keeper address listed on the website www.slevymyto.cz.
- 8.12 In the case of subsequent discrepancies between the data registered in the electronic toll system and the system of discounts the System Keeper is entitled to withhold payment of discounts until documents confirming the validity of recorded data are presented.

9 Communication between System Keeper and Users

9.1 Communication between the system Keeper and the Users is realized through Contact points, Distribution points, Customer centre or system Keeper's website. Addresses of Contact and Distribution points are inserted at the system Keeper's website and it is possible to get them in the Customer centre.

9.2 Contact Point:

- (a) Gives information on the electronic toll system;
- (b) Enables Registering the vehicle in the electronic toll system in Pre-pay or Post-pay or Exempt mode or change of the Payment mode;
- (c) Enables payment of the Deposits and release of Electronic Device, its returning along with request for refunding the Deposit and returning of inactive Electronic Device;
- (d) Enables advance payment of the Toll within Pre-pay mode;
- (e) Enables to withdraw the non-used advance Toll payment when returning the Electronic compulsorily at the same time;
- (f) Enables additional payment of debt Toll after the User have provided necessary information (re-construction of the route based on date, point and time of entering the tolled road and exiting the tolled road);
- (g) allows returning Electronic devices in the Mode of exemption from toll payments
- (h) Enables conclusion or termination of the Post-pay Terms Agreement;
- (i) Enables to get a statement of up to 20 last transactions that were made;
- (j) Enables to obtain document of the billed Toll for the previous calendar month, split in single days;
- (k) Enables to exchange the Electronic Device in case of technical failure of it or if it is a Damaged Electronic Device, or to substitute it in case of loss or theft and to accept the associated reports on failure, loss or theft;
- (l) Enables to obtain detailed statements of Tolling transactions for the period of last six (6) months including methodical explanations;
- (m) Enables Registering the User in the electronic toll system to make access in the internet selfcare;
- (n) Provides communication and provides information materials in communication languages;
- (o) Provides other activities specified hereof.

9.3 You may appeal to the Contact points in working hours either personally, by phone or in written.

9.4 Distribution Point:

- (a) Gives information on the electronic toll system;
- (b) Enables Registering the vehicle in the electronic toll system within Pre-pay mode;
- (c) Enables payment of the Deposits within Pre-pay mode as well as release of Electronic Device, its returning along with request for refunding the Deposit and returning of inactive Electronic Device;
- (d) Enables release of Electronic Device within Post-pay mode, after previous Registering the vehicle in the electronic toll

system at Contact point or by Fleet card issuer (after presenting the registration number, with which the vehicle has been registered and after presenting vehicle identification documents or the vehicle's certificate of registration) and returning of inactive Electronic Device;

- (e) Enables advance payment of the Toll within Pre-pay mode;
- (f) Enables to withdraw the non-used advance Toll payment when returning the Electronic compulsorily at the same time;
- (g) Enables additional payment of due Toll, which was generated when using the tolled road immediately before arrival to the Distribution point; and after providing of necessary information by the User (route reconstruction according to date, place and time from entering the tolled road till exiting it);
- (h) Enables to get a statement of up to 20 last transactions that were made;
- (i) Enables to obtain document of the billed Toll for the previous calendar month, split in single days;
- (j) Enables in Post-pay mode, Pre-pay mode and Mode of exemption from toll payment exchange the Electronic Device in case of technical failure of it or if it is a Damaged Electronic Device, or to substitute it in case of loss or theft and to accept the associated reports on failure, loss or theft;
- (k) Provides communication and provides information materials in communication languages;
- (l) Provides other activities specified hereof.

9.5 Working hours of Distribution points are 24 hours a day, except for the time necessary for realization of repairs and maintenance of the electronic toll system, or for realization of repairs and maintenance of the Distribution point itself. Information related to the planned repairs and maintenance pursuant to the previous sentence is released at the system Keeper's website or it can be obtained at Customer centre.

9.6 Customer Centre:

- (a) Gives information on the electronic toll system;
- (b) Enables to send written statements of Tolling transactions for the period of last three (3) days at the most;
- (c) Gives explanation to the Toll transaction extract and accepts requests for inaccurately calculated Toll.;
- (d) Accepts reports on technical failure of the Electronic Device, its loss or theft;
- (e) Provides communication in communication languages and other languages, which are mentioned in the website of the system Keeper;
- (f) Gives information on expiration of the Pre-paid toll if requested by the User;
- (g) Provides other services specified hereof.

9.7 The Client Centre is available continuously with the exception of maintenance of the toll system. You can contact our Client Centre by phone, fax, email or post. Within the national network you can call the Client Centre free of charge.

9.8 Website of the System Keeper:

- (a) Gives information on the electronic toll system, including toll calculator to calculate the Toll roughly;
- (b) Enables Registering the User to make access in the internet selfcare;
- (c) Enables the User — after Registering himself — to change contact data of Vehicle operator or to change type of delivering invoices after registration of the User.
- (d) Makes accessible, after Registering the User, statements of Tolling transactions within 24 hours after their generation or for the period of last sixty (60) days;
- (e) Enables to report technical failures of Electronic Device, its loss or theft;
- (f) Enables to the Post-pay toll;
- (g) Gives information on license plates of the vehicles in which the Prepaid toll in the Electronic Device will expire in the following six (6) months;
- (h) For Users in Post-pay mode are provided informations about potential Toll debts and possibility to make a payment of a missing additional payment on IWP
- (i) It is possible to use another services specified in these Terms and Conditions.;

9.9 Communication languages within the electronic toll system are Czech (or Slovak), English, German and Russian. Information materials on the electronic toll system are processed in the following languages: Czech, Slovak, German, English, Hungarian, Polish, Russian, Italian and Dutch.

(B) PRE-PAY MODE

Provisions of section (B) determine rights and duties of the Users and the system Keeper within Pre-pay mode.

10 Means of Payment within Pre-pay Mode

10.1 Within Pre-pay mode the Toll may be prepaid at Contact and Distribution points in the following ways:

- (a) In cash;
- (b) By payment cards;
- (c) By fleet cards.

11 Pre-pay Terms, Refunding Prepaid Toll and Deposit

11.1 Minimal amount when prepaying the Toll is 1.000,- CZK. Maximal amount of the Prepaid toll in the Electronic Device may be 5.000,- CZK in cash and 15.000,- CZK when paying by Payment or Fleet card. Amount of the Prepaid toll per one Electronic Device, no matter if it is prepaid in cash, by Payment card or by Fleet card, must not exceed 20.000,- CZK.

11.2 If the Prepaid toll falls below 600,- CZK, the Electronic Device will emit a sound, which is described within the instructions for use of the Electronic Device, when passing the Tolling points. This sound warns the User of the decreasing balance of the Prepaid toll and of the duty to prepay the Toll or to finish using the tolled road until the Prepaid toll will be consumed. The User is aware of the possible sanctions resulting from the Act in case of using the tolled road without necessary amount of the Prepaid toll and of his/her duty in accordance with Art.5.8 hereof.

11.3 The unused Prepaid Toll forfeits and will not be returned to the User, if there is not any transaction registered on the Electronic device from the date of its takeover or from the date of the last toll transaction for the duration longer than one year and the electronic device was not returned to System Keeper within this term.

11.4 Unspent pre-paid toll can be returned only as a whole after deregistration of the vehicle from the system, partial refund is not possible. Unspent toll and/or the Deposit are returned to the User by the same way as it was paid. The unspent pre-paid toll and the Deposit paid by Credit card or Fleet card is returned (in case of the Fleet card according to the procedure given in the paragraph 23 of the Contractual Conditions) back to the account of that particular card which was used for the payment, or to another account given by the card issuer. If it is not possible to return the amount via the Credit card or Fleet card issuer, the amount is returned back to the account given by the User. The payments in cash are rounded down to the whole lowest valid coins; the payments returned to a card account are not rounded. Bank fees related to the financial means transfers are given by the Law no. 284/2009 Coll. about the Payment contact as last amended. The user is obliged to check the returned financial means immediately according to the received documents (e.g. the receipt "doklad o vráčení Kauce" or "doklad o vráčení Předplaceného mýtného"). Later reclamations will not be taken into consideration.

11.5 The Vehicle user agrees that part of payment by a Fleet card is a transfer of the claim for paying the Pre-paid toll, Deposit or service fees pursuant to the Tariff, from the system Keeper to the Fleet card issuer. The claim will be transferred through Czechoslovak Commercial Bank - Československá obchodní banka, a.s., seated in Radlická 333/150 Zip code: 15057, Prague 5, Company ID: 000 01 350, which means that the claim will be transferred to the bank and the bank will transfer it further to the Fleet card issuer.

11.6 In case of any discrepancies in the amount of Prepaid toll, Deposits or service fees pursuant to the Tariff, the User follows provisions in Art.21. and 22. hereof.

11.7 In the case of issuing invoices in accordance with Art. 7.3 is a maturity period stipulated period of thirty (30) days. The maturity period starts to run from the date of invoice. In the case of payment to a bank account the amount must be in accordance with invoices credited to the System Operator by the due date.

11.8 In case of payments to bank account, the Vehicle user is always obligated to enter variable symbol listed in a The Invoice. The Vehicle user notes that his payment is always used to pay for the oldest The Invoice. The system Keeper notes the Vehicle user that in case of incorrect or no variable code the payment will be treated as unpaid until the proper accounting, and the Vehicle user will bear all the consequences (for instance all Electronic Devices can be blocked because of late payment).

11.9 Change of name, including any supplement, trading company, company headquarters or legal form must be announced to the system Keeper in accordance with Art. 5.9. The Vehicle operator will announce the System Keeper changes by the claim form. The System Keeper is obliged to perform Vehicle operator's changes within 30 days from receiving notification.

11.10 Changes of contact data of the registered Vehicle operator will be made in the internet selfcare by the Vehicle operator or will be announced in accordance with the article 17.9. In this case the System Keeper is obliged to perform Vehicle operator's changes within 30 days from receiving notification.

(C) POST-PAY MODE

Provisions of the section (C) determine rights and duties of the Users and the system Keeper within Post-pay mode.

12 Means of Payment within Post-pay Mode

12.1 Within Post-pay mode the Toll, or Deposit and service fees pursuant to the Tariff can be paid:

12.1.1 Through the Fleet card issuer or

12.1.2 With postponed due date based on a document issued by the system Keeper, in some of the following ways:

- (a) By bank transfer to the account of the system Keeper;
- (b) By collection from the account of the Vehicle user for credit of the account of the system Keeper;
- (c) By paying the money in cash for credit of the Account of the system Keeper;
- (d) By payment via the system Keeper's website.

13 Post-pay Terms

13.1 The prerequisite allowing the Toll payment within Post-pay mode is conclusion of the Agreement of Post-pay Terms with postponed due date (with Bank guarantee) or of the Post-pay Terms Agreement with payments by Fleet card.

13.2 The Contracts on post-paid mode conditions changes of this contract can be arranged on behalf of the Vehicle operator only by its statutory representative or by another person presenting himself/herself to the system Operator with the power of attorney which contains verified signature of the authorizing person. The Vehicle operator may pick up the power of attorney at any Contact point or print it out from the system Operator's website.

13.3 The prerequisite allowing the Toll payment in accordance with provision 12.1 is, furthermore, the acceptance of Fleet card for paying the Toll, Deposits and service fees pursuant to the Tariff, by its issuer.

13.4 The prerequisite allowing the Toll payment in accordance with provision 12.1.2. is, furthermore, arrangement of Bank guarantee and passing the Certificate of guarantee to the system Keeper. The Bank Guarantee must be issued for the amount requested by the system Keeper in accordance with provision 14.1.1.

13.5 The Vehicle user understands that the system Keeper is entitled to exclude the Fleet card out of the listing of the approved Fleet cards whenever. If the Fleet card is excluded out of the listing of the approved Fleet cards, the system Keeper is entitled to block the corresponding Electronic Device.

13.6 The Vehicle user agrees that part of payment by a Fleet card is a transfer of the claim for paying the Toll, Deposit or other payments related to the Toll payment from the system Keeper to the Fleet card issuer. The claim will be transferred through Czechoslovak Commercial Bank - Československá obchodní banka, a.s., seated in Radlická 333/150 Zip code: 15057, Prague 5, Company ID: 000 01 350 to the Fleet card issuer.

14 Post-pay Terms with Postponed Due Date and Bank Guarantee

14.1 Conclusion of the Agreement of Post-pay terms with postponed due date

14.1.1 Each Vehicle user may ask to conclude an Agreement of Post-pay terms with postponed due date for any number of the tolled vehicles, which s/he uses, at Contact point. The Vehicle user may pick up the Post-pay Terms Agreement at Contact point or print it out in the system Keeper's website. Together with such Agreement, also a certificate of guarantee must be presented, which confirms the Bank guarantee, whose amount will be calculated with the following formula (in Czech crowns):

$$BZ = PKM * 4,05 * (1 + SPL/OBD) * 1,3 + PV * 1550, \text{ where:}$$

BZ - means Bank Guarantee

PKM - means the presumed number of km driven in the tolled roads in all the billed periods for all the vehicles covered by the Post-pay Terms Agreement

SPL - means requested due period of invoices, indicated in days (15, 30 or 60 days)

OBD - means requested duration of the billing period indicated in days (for calculation purpose two calendar weeks are fifteen (15) days and a calendar month is thirty (30) days)

PV - number of vehicles covered in the Agreement of Post-pay terms with postponed due date

14.1.2 Properly filled and signed draft of the Post-pay Terms Agreement in two (2) copies and the Certificate of guarantee confirming the Bank guarantee must be delivered to the system Keeper and the system Keeper will process such a draft without unnecessary delay, at the latest within six (6) weeks after the delivery. Result of assessment of the draft and the

relevant documents will be announced to the Vehicle user, using the way of communication and the contact data stated by the Vehicle user within the draft. When being asked by the system Keeper, the Vehicle user may pick up the Electronic Device(s) at the Contact point or Distribution point. The Post-pay Terms Agreement comes into effect on the day when the Electronic Device(s) is/are picked-up.

14.2 Change in Agreement of Post-pay Terms with Postponed Due Date

- 14.2.1 If change in number of kilometres which could be driven by the tolled vehicles within the billing period does not occur, the Vehicle user is entitled to request change in number of the vehicles which are covered by the Agreement of Post-pay terms with postponed due date, by unilateral announcement to the system Keeper. The prerequisite for effect of such change is returning the relevant Electronic Device(s) (if number of vehicles is decreased) and picking up another or other Electronic Device(s) (if the count of vehicles is increased)
- 14.2.2 Change of name, including any supplement, trading company, company headquarters or legal form of the Vehicle user must be announced to the system Keeper in accordance with Art. 5.9. The Vehicle Operator will inform System Keeper about any changes by new form Agreement of Post-pay terms with postponed due date, which will be passed to the system Keeper in two (2) copies. In case of sending form to the System Keeper it is necessary to deliver it written with original signature. The system Keeper will process the draft at the latest within six (6) weeks after the delivery of the notice.
- 14.2.3 Changes of contact data of the registered Vehicle operator will be made in the internet selfcare by the Vehicle operator or will be announced in accordance with the article 17.9. In the latter case the System Keeper is obliged to perform Vehicle operator's changes within six (6) weeks from receiving notification.

14.3 Bank Guarantee

- 14.3.1 The vehicle Operator notes, that total sum of his unpaid debt (both settled and unsettled) debt with the System operator can not be higher than 90% of amount secured by Bank guarantee. The vehicle Operator is responsible for monitoring the actual amount of unpaid debt. If the unpaid debt reaches 90% of amount secured by Bank guarantee the System operator is authorized to immediately block all units issued to vehicle Operator under particular Bank guarantee. If the unpaid debt reaches 70% of amount set by Bank guarantee, vehicle Operator will receive a notice.
- 14.3.2 The Vehicle user is obliged to arrange that Bank guarantee is issued for the period of at least eighteen (18) months, and that the existing (still effective) Bank guarantee will be always extended by the Bank four (4) months before expiration of the Bank guarantee at the latest, or that a new Bank guarantee will be issued and that the system Keeper will approve the corresponding Certificate of guarantee and that expiration period of the Bank guarantee will be not shorter than due period of The Invoice. The Vehicle user is responsible for monitoring expiration of the Bank guarantee. If less than six (6) months will be remaining until expiration of the Bank guarantee, a reminder will be sent to the Vehicle user. If such a Bank guarantee is not extended by the Bank four (4) months before expiration of the Bank guarantee at the latest, or if a new Bank guarantee is not issued or if the corresponding Certificate of guarantee is not approved by the system Keeper, the system Keeper is entitled to block immediately all the Electronic Devices released for the vehicles of the Vehicle user, covered by the corresponding Bank guarantee and to terminate the Agreement of Post-pay terms with postponed due date, with effect from the day of the termination notice delivery. The User is aware that the system Keeper may approve a new bank guarantee or its change in the period of six (6) weeks after the delivery.

14.4 Billing and Due Periods for The Invoice

- 14.4.1 The Toll, Deposit and other service fees pursuant to the Tariff are charged to the Vehicle user for a billing period which could be arranged within the Agreement of Post-pay terms with postponed due date to the period of two (2) calendar weeks or one (1) calendar month.
- 14.4.2 Due period of The Invoice can be arranged within the Agreement of Post-pay terms with postponed due date to the period of fifteen (15), thirty (30) or sixty (60) days. Due period starts when The Invoice is issued. If the payment is transferred to a bank account, the amount pursuant to the The Invoice is to credit the system Keeper's account on the due date at the latest.
- 14.4.3 In case of payments to bank account, the vehicle Operator is always obligated to enter variable symbol listed on invoice. The vehicle Operator notes that his payment is always used to pay for the oldest unpaid invoice. The System operator notes the vehicle Operator, that in case of incorrect or none variable code, the payment will be treated as unpaid until the proper accounting and the vehicle Operator will bear all the consequences (for instance all units can be blocked because of late payment).

15 Post-pay Terms Agreement with Payments by Fleet Card

15.1 Conclusion of the Post-pay Terms Agreement with Payments by Fleet Card.

- 15.1.1 Each Vehicle user may ask to conclude a Post-pay Terms Agreement with Payments by Fleet Card for any number of vehicles, which s/he uses and which use tolled roads, at Contact point or at the Fleet card issuers specified by the system Keeper. The Vehicle user may pick up the application form at Contact point or print it out in the system Keeper's website. The Vehicle user is obliged to submit all the Fleet cards to the system Keeper, which will be used to pay for the

Toll, Deposits and other service fees pursuant to the Tariff, to have them authorized by the Fleet card issuer. This provision is also applied to case of Registering another vehicle within already concluded Agreement.

15.1.2 Post-pay Terms Agreement with Payments by Fleet Card will come into effect after executing the Vehicle user's duty stated in the previous Art.15.1.1. i.e. after acknowledgement of authorization by the Fleet card issuer.

15.1.3 If the Fleet card expires or has been blocked by the Fleet card issuer, the corresponding Electronic Device (it means each Electronic Device which records Tolling transactions which are paid for by this Fleet card) will be blocked by the system Keeper.

15.2 Change in Post-pay Terms Agreement with Payments by Fleet Card

15.2.1 If the Vehicle user requests change of the Fleet card (it means request for using different Fleet card by the same issuer), s/he is obliged to submit the new Fleet card to the system Keeper to have it authorized, or to ask the Fleet card issuer to realize the change.

15.2.2 If the Vehicle user requests change of the Fleet card issuer, the Vehicle user is obliged to return all the originally used Electronic Devices, to terminate the previous contract in accordance with the Art.17.1 and to conclude a new Post-pay Terms Agreement with Payments by Fleet Card in accordance with Art.15.1.1.

15.2.3 Change of name including any supplement, trading company, company headquarters, legal form of the Vehicle user must be announced in written to the system Keeper in accordance with Art.5.9 All changes will User report to System keeper in a new form of Post-pay Terms Agreement with Payments by Fleet Card. In case of sending form to the System Keeper it is necessary to delivered it written with original signature. The system Keeper will process the draft at the latest within thirty (30) days after receiving notification.

15.2.4 Changes of contact data of the registered Vehicle operator will be made in the internet selfcare by the Vehicle operator or will be announced in accordance with the article 17.9. In the latter case the System Keeper is obliged to perform Vehicle operator's changes within thirty (30) after receiving notification.

15.3 On conditions specified hereof, the Deposit paid by Fleet card will be refunded to the account of the Fleet card by which it was paid for, or to a different account specified by the User in cases pursuant to Art.11.5.

16 Non-Payment The Invoice

16.1 In case that the Vehicle user does not pay The Invoice so that the payment is credited to the system Keeper's account on the due date at the latest, s/he becomes delayed in payment. The Vehicle user is responsible for monitoring the due date and timely payments The Invoice.

16.2 If the Vehicle user is delayed in payment The Invoice for more than three (3) days the system Keeper is entitled to block all the Electronic Devices, registered within a particular contract for the Vehicle user in Post-pay mode and call the Bank to perform the Bank guarantee. All the Electronic Devices registered for the Vehicle user will be blocked, in accordance with the previous sentence, until the debt has been paid, based on The Invoice, or until the Bank guarantee has been performed, whatever occurs as the first. If the Vehicle user is delayed in debt payment The Invoice for more than thirty (30) days, then all other Electronic Devices (even the Pre-pay ones), which were released for the vehicles registered within a particular contract by the specific Post-pay Terms Agreement, will be blocked.

16.3 To avoid any doubts the system Keeper has established that the Vehicle user becomes delayed in payment for Toll, Deposit and other service fees pursuant to the Tariff even if the Fleet card issuer becomes delayed in payment for the transferred liability for Toll, Deposit and other service fees pursuant to the Tariff due to any reasons. The Vehicle user thus becomes delayed in payment on the day when the payment should have been made by the Fleet card issuer based on the terms of the issuer of such Fleet card.

17 Termination of Post-pay Terms Agreement

17.1 Operator of vehicle is entitled to terminate the Post-pay Terms Agreement without indicating a reason. The termination is to be in written form with effect of testimony from the day of its delivery to the System Keeper.

17.2 The submission of the notice of termination of the Agreement on conditions of the additional payment by the Vehicle operator may also include the return of all Electronic devices registered for the Vehicle operator or failure to withdraw any Electronic device in the period of six (6) months from execution of the Agreement on conditions of the additional payment, unless the Vehicle operator makes any act against such notice of termination during the period of notice. The termination period is 1 month.

17.3 The system Keeper is entitled to terminate a Post-pay Terms Agreement with effect of testimony from the day, which is considered to be the delivery date in accordance with Art. 17.5 and 24.3 hereof, if the Vehicle user has been delayed in payment according to the document of payment for Toll, Deposit and other service fees pursuant to the Tariff in accordance with Art.16.2 and if such delay occurred for the second time in last six (6) months.

17.4 The System Keeper is entitled to terminate the Agreement of Post-pay in the case of expiration of the Prefix of the Fleet

Card or cancelation of the Fleet Card Issuer, which takes effect by the date stated in the notice provided that its effectiveness cannot be sooner than one (1) month from receipt of notice.

17.5 In case the contract termination has been made by the Systeme operator, then this termination must be delivered to the Vehicle operator by post.

17.6 Provisions of the Art.17. do not affect rights of the parties to terminate the Post-pay Terms Agreement in accordance with other clauses hereof. Provisions of Art.17.5 and 24.3 hereof will be applied to termination in accordance with the other clauses as well.

(D) THE MODE OF EXEMPTION FROM TOLL PAYMENT

The provisions of Section (D) regulate the rights and obligations of the Users and the System Keeper in the Mode of exemption from toll payments.

18 Conditions of the Mode of exemption from toll payments.

18.1 Condition allowing using the Electronic Device in mode of exemption from toll payments is signing the Agreement for Mode of exemption from toll payments.

18.2 The Agreement for Mode of exemption from toll payment or any exchanges of this agreement might be closed for the Vehicle operator by statutory authority or by person with written power of attorney from competitive authorities and organizations or any other person who presents himself to the System Keeper by written power of attorney with notarized signature of that person which is authorized to act on behalf of the Vehicle Operator towards the System Keeper. At the same time, the User is obliged to submit a certified document confirming his legal status and vehicle registration certificate or certificate of vehicle registration. The User is obliged to inform the System Keeper that his vehicle is equipped with the metallised windscreen, if this is so, during the registration of the vehicle. The User is responsible for the correctness of provided data and documents.

The Vehicle Operator can obtain the form "Agreement for Mode of exemption" at any Contact Point or can print it from System Keeper's website.

18.3 Change of name, incl. any appendixes, company names, company headquarters, addresses or legal form of the Vehicle Operator must be notified to the System Keeper in accordance with Art. 5.9. All changes will User report to System keeper in a new form of Exempt Mode Agreement. In case of sending form to the System Keeper it is necessary to delivered it written with original signature. The system Keeper will process the draft at the latest within thirty (30) days after receiving notification.

18.4 Changes of contact data of the registered Vehicle operator will be made in the internet selfcare by the Vehicle operator or will be announced in accordance with the article 17.9. In the latter case the System Keeper is obliged to perform Vehicle operator's changes within thirty (30) after receiving notification..

19 Payment of Invoices

19.1 The due period arranges for 30 days if the invoice is issued in accordance to Art. 7.3. The due period starts to run from the date of the issuing invoice. The amount in accordance with the invoice must be credited to the account of the System Keeper by the due date in the case when the payment is to the bank account.

19.2 The Vehicle operator gets into delay with the payment if he fails to pay the invoice so the amount is credited to the account of the System Keeper by the due date. The Vehicle Operator is responsible for making the payments of the invoices correctly, by the due date of the invoice.

19.3 The System Keeper is entitled to charge interest in the amount determined by generally binding legal regulations if the Vehicle Operator is in delay with the payment of the invoice.

20 Termination of the Exempt Mode Agreement

20.1 The Vehicle operator is entitled to terminate the Agreement for Mode of exemption without giving any reason. The testimony must be delivered written and which takes effect from the day of delivery to the System Keeper.

20.2 The notice given by the Vehicle Operator can be considered when all Electronic devices registered for the Vehicle operator are returned to the System Keeper, or if the Vehicle Operator failures to collect any of him preordered Electronic devices within period of six (6) months from the date of his registration in the electronic tolling system, unless the Vehicle Operator will act against such notice within notice period. The notice period is one (1) month.

20.3 The System Keeper is entitled to terminate the Agreement for Mode of exemption from toll payments in case that the reason for exemption passed.

20.4 The notice given by the System Keeper must be delivered to the Vehicle Operator by post.

20.5 The regulations of the article 20 does not affect the right of the Parties to terminate the Agreement under the other Articles hereof. The rules of the Art.20.4 and 24.3 will also apply for the termination by other Articles of hereof.

(E) COMPLAINTS

Provisions of section (D) determine rights and duties of the Users and the system Keeper within the electronic toll system.

21 General Complaint Terms

- 21.1 If the Vehicle operator finds any discrepancies in services or documents of Toll or Deposit payment or other service fees pursuant to the Tariff provided by the system Keeper, s/he is entitled to make a complaint at the system Keeper at Contact or Distribution point, on the system Keeper's website or via Customer center, together with its justification and with presenting of evidence of the claimed statements, unless these Terms specify otherwise. Making a complaint does not affect the User's duty to pay The Invoice within their due dates.
- 21.2 When making a complaint the User is obliged to present proofs documenting its legitimacy.
- 21.3 Making a complaint is always understood as delivering the complaint to the system Keeper. To avoid any doubts it has been explicitly established that making the complaint, or completion in accordance with Art.21.6, means the moment of its delivery to the system Keeper when submitted in written.
- 21.4 The system Keeper only accepts the complaints in forms which are available at Contact or Distribution point, or it can be printed out in the system Keeper's website. If the complaint's nature allows, the complaint can be even accepted by phone via Customer centre. Without further action the system Keeper will reject a complaint which has not been made in the defined complaint form or which has not been claimed by phone via Customer centre. If the complaint is being accepted at Contact point, the system Keeper will print out the claimed complaint with all the data required by the form and the User will check it and will acknowledge it by his/her signature.
- 21.5 If the complaint is claimed by a User, non-registered within the internet selfcare of the system Keeper and refund of financial means is required within such a complaint, Registration of the User is necessary at the system Keeper's website to have the financial means refunded. Registration may be done by the system Keeper as well.
- 21.6 If the Operator needs further information or evidence to solve a complaint, the Operator will ask the User to supply such information. The User is obliged to supply the required information within fourteen (14) days from the day the user was contacted by the Operator, otherwise the claim process will be interrupted.
- 21.7 The system Keeper is obliged to settle the complaint within thirty (30) calendar days after its proper claiming. The period from the day of sending the system Keeper's appeal for completion of information in accordance with Art.21.6 to the User to receiving the additional information, is not included in the period for the complaint settlement.
- 21.8 The User will be informed on the result of the complaint using the communication way and the contact data, mentioned by the User when claiming the complaint.

22 Discrepancies in Billing Amount of Toll, Deposit and Other Service Fees pursuant to Tariff

- 22.1 If the subject matter of the complaint is additional Toll payment and the additional payment was rounded when being paid in cash, and the complaint has been settled positively, the financial amount is refunded without the original rounding within the complaint procedure.
- 22.2 If the claim has been resolved, the money will be transferred the same way as the User paid before with the exception of transactions in cash, transactions in IWP, payments by bank or fleet card in cases stated in Article 11.5. and bank transfers where the sum of money will be transferred to the account which the User has stated. As far as the bank fees are concerned the Act 284/2009 regarding the system of payment as amended applies. If the User has stated incorrect details, then the User will share all the costs with the transaction that was not made.

(F) MISCELLANEOUS AND FINAL PROVISIONS

Provisions of section (E) determine rights and duties of the Users and the system Keeper within the electronic toll system.

23 Reverse Payments to Users When Paying by Fleet Card

- 23.1 In case of reverse payments by the system Keeper to the Vehicle user who paid his/her debt to the system Keeper by Fleet card, the system Keeper's debt to the Vehicle user is performed when the system Keeper's debt is taken over by the Fleet card issuer.
- 23.2 By signing the evidence request for the electronic toll system or by signing the Post-pay Contract with payment using Fleet card, the User agrees that Fleet company takes over the debt regarding Toll and/or Deposits via Československá obchodní banka, a.s., Radlická 333/150 ZIP CODE: 150 57, Praha 5, ID: 000 01 350 for the System Keeper with the User for returning of relevant sum representing Toll and/or Deposit. Relevant sum will be returned to the User by Fleet Company via Československá obchodní banka, a.s. according to conditions stated by Fleet company. In case of termination of the original Fleet card issuer or his withdrawal of the Fleet card by System Keeper, the relevant sum will be returned to stated Bank account, previously stated by the User.

24 Delivery and communication

- 24.1 If it is not mentioned otherwise in the Contractual Conditions, post is delivered to the System Keeper by post, by electronic mail, by fax or personally at the Contact point. Contact data are stated at the website of the System Keeper.
- 24.2 If it is not mentioned otherwise in the Contractual Conditions, post is delivered to the Vehicle Operator by post, by electronic mail or by fax.
- 24.3 The post is sent to Vehicle operator's seat/residence address announced to the system Keeper, otherwise it is sent to address stated in relevant public register or another record, where the vehicle user has been registered. It is considered that the delivered shipment sent with use of postal service operator has been delivered on third working day after sending. In case it was sent to address in a different country, it is considered as delivered fifteenth (15th) day after sending.
- 24.4 Fax is delivered to the fax number of the Vehicle user, which was announced to the system Keeper. Document is considered as delivered when a protocol on successful transfer is received.
- 24.5 Documents sent to the system Keeper by postal service are delivered to the address MYTO CZ, P.O.Box 33, Prague 3, Zip code 130 11, Czech Republic.
- 24.6 If fulfilment of a period depends on delivery of a document to the system Keeper via postal service, then to avoid any doubts it is established that the document has been properly delivered, if it is delivered to the system Keeper on the last day of such a period at the latest.
- 24.7 Working hours and listing of Contact points are available at the system Keeper's website.
- 24.8 The vehicle operator is responsible for the accuracy of the contact details notified to the System Operator.

25 Processing Personal Data

- 25.1 The system operator, as the Personal Data Administrator, processes Personal Data in accordance with valid and effective legal regulations. In fulfilling the information obligation, the Data Administrator provides the Data Subjects with following information related to the processing and protection of personal data.
- 25.2 Contact details of the Administrator: Ředitelství silnic a dálnic ČR, office seat: Na Pankráci 546/56, 145 05 Praha 4, Czech Republic, IČO: 65993390, tel.: +420 272 6986 29 (+420 272 MYTO CZ), fax: +420 222 329 329 (+420 222 FAX FAX), email: info@mytocz.cz, postal address: MYTOCZ, P.O.Box 33, 130 11 Praha 3, Česká republika.
- 25.3 Contact details of the Data Protection Officer, of the Administrator, for the protection of personal data is available at www.rsd.cz in the section Organizace RSD/GDPR – appointee for Personal Data protection.
- 25.4 The Personal Data Administrator processes the Personal Data of the Data solely for the purpose of operating an electronic toll system and for this purpose for the purposes of the assessment, collection and enforcement of Tolls, Deposits and service fees in accordance with the tariff and toll discount. .
- 25.5 The legal basis for the Processing of Personal Data of the Data subject is the necessity of Processing for (i) the fulfillment of a legal obligation that applies to the Administrator as the Operator of the System, (ii) the fulfillment of a task in the public interest or in the exercise of public authority to which the Administrator is entrusted (iii) performance of a contract entered into with the Data Subject.
- 25.6 The recipients of personal data may be state administration bodies in respect of which the transfer of personal data is imposed on the Administrator and the entities involved in the operation and administration of the electronic fee system.

- 25.7 Personal data will be handled manually and automatically. Automated processing results from the technical equipment used to assess the Toll, without the data subjects being profiled. Personal data will be accessed by authorized Administrator staff, respectively, entities involved in the operation and management of the electronic toll system according to their functional and occupational status.
- 25.8 Personal data of Data Subjects are kept only for the necessary time. The criteria for the time for which they can be kept by the Administrator are (I) the moment of settlement of all claims arising from the legal relationships entered into between the Administrator and the Data Subject, or an entity for which there is any data available relating to the use of the Electronic Toll Scheme, or (ii) the time when the Administrator is required to keep / archive Personal Data in accordance with applicable legal provisions, whichever is the later.
- 25.9 The Administrator does not provide personal data to countries outside the EU or international organizations.
- 25.10 The Data Subject has the right in relation to his personal data (i) request access to personal data, (ii) require a correction or deletion, alternatively limited processing of the personal data, (iii) object to processing personal data, (iv) portability personal data, (v) complain at: Úřad pro ochranu osobních údajů, main office: Pplk. Sochora 27, Praha 7, PSC: 170 00, IČO: 708 37 627. For purposes of verification of the identity of the Data subject, the Data Subject is obliged to assert the rights mentioned in this paragraph to the Administrator, Personal Data Protection Officer, by written submission with officially authenticated signature or by electronic submission with guaranteed electronic signature.

26 Final and Temporary Provisions

- 26.1 Rights and duties of the parties within matters explicitly non-specified in these Terms and in Post-Pay Terms Agreement and in Exempt Agreement adhere to the relevant legal instructions. If these Terms have been processed by the system Keeper in a language different from Czech, the Czech version is always decisive for interpretation of provisions in these Terms.
- 26.2 The system Keeper is entitled to modify these Terms. The modified Terms become binding for the Users on the day defined within. The system Keeper will publish the modified Terms in the system Keeper's website and will provide that they will be available at Contact and Distribution points at least fifteen (15) days before coming into effect. Post-pay Vehicle user is entitled to reject the changed Terms in written in five (5) days after they were published, provided that s/he will terminate the Post-pay Terms Agreement at the same time. The original Terms are binding for him/her during the cancellation period of this Agreement.
- 26.3 The User according to the § 1753 Law no. 89/2012 Sb., Civil Code, expressly accepts particularly the commercial terms stated in articles 7.4, 7.5, 13.5, 15.1.3, 16.2, 16.3 a 21.4, of these Terms
- 26.4 These Terms come into effect since May 25, 2018.

Ředitelství silnic a dálnic ČR

Ing. Jan Kroupa
generální ředitel