

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

Valid from 01.January 2010

The System Operator hereby issues the following **General Business Terms and Conditions** (hereinafter referred to as the "Conditions 2").

Article 1.

General Provisions

Chapter 1.1

Basic provisions and subject matter

1. SkyToll, a.s. registered office Apollo Business Center, Prievozská 2/a, 821 09 Bratislava, Slovakia, business ID: 44 500 734, tax ID: 2022712153, VAT ID: SK2022712153, registered with the Commercial Register kept by the District Court in Bratislava I, section Sa, insert No.: 4646/B (hereinafter referred to as the "System Operator"), based on Act No. 25/2007 Coll. Act No. 25/2007 Coll. on Electronic Toll Collection for use of selected stretches of roads and on changes to and amendment of some laws, as amended (hereinafter referred to as the "Electronic Toll Collection Act") and based on the Contract on Electronic Toll Collection Full Service concluded by and between Národná diaľničná spoločnosť, a.s. and the System Operator, is authorised to provide the Board Unit for the purposes of rendering the Electronic Toll Collection Full Service.
2. In compliance with the Toll Rules as well as with other applicable legislation the System Operator hereby issues these Conditions 2 for specific arrangement of:
 - a) rights and obligations of the Vehicle Operator, Vehicle Driver as well as the Vehicle Operator exempted from the Toll;
 - b) legal relationships established based on conclusion of the Contract on Provision of a Board Unit and based on which the Board Unit is provided for the purposes of Electronic Toll Collection.
3. These Conditions 2 do not apply to that part of the Electronic Toll Collection Full Service related with use of the Selected Road Stretches and for which the Toll Collection Authority issued separate general business terms and conditions (hereinafter referred to as the "Conditions").

Chapter 1.2

Basic terms

The terms as used herein have the meaning assigned to them below:

- a) **TCA** - the Toll collection authority is Národná diaľničná spoločnosť, a.s.
- b) **Electronic Toll Collection Full Service** - a service provided by the System Operator based on the Contract on Electronic Toll Collection Full Service concluded by and between Národná diaľničná spoločnosť, a.s. and the System Operator.
- c) **System Operator** - the operator is Národná diaľničná spoločnosť, a.s. or SkyToll, a.s. as an entity delegated by Národnou diaľničnou spoločnosťou, a.s. according to Section 6 subsection 1 of the Act on Electronic Toll Collection.
- d) **Vehicle Operator** - in the sense of Section 2, paragraph am) of Act No. 725/2004 Coll. on conditions for operation of vehicles in road traffic, as amended, a vehicle operator is either the owner of the vehicle or holder of certification on vehicle registration delegated by the same, registered in the certificate on vehicle registration and authorised for use of the vehicle or the vehicle owner or a holder of the vehicle technical certificate designed by the same, authorised for use of the vehicle.
- e) **Vehicle Driver** - a driver is the driver authorised to drive a vehicle of the Vehicle Operator, whereas certification of the same is provided by submission of the vehicle registration certificate or vehicle technical certificate or similar document.
- f) **Authorised Representative** - an Authorised Representative of the Vehicle Operator is a person authorised to act on behalf of the Vehicle Operator based on a written authorisation with an authenticated signature of the person issuing such authorisation.
- g) **Operator of a vehicle exempted from the Toll** - is a Vehicle Operator in the sense of Section 4 of the Act on Electronic Toll Collection.
- h) **Authorised body** - a relevant armed security body delegated to the inspection of adherence of rights and obligations stipulated by the Act on Electronic Toll Collection in the sense of applicable legislation.
- i) **Toll** - electronically computed amount depending on the vehicle category for the use of the Selected Road Stretches based on electronically obtained data.
- j) **Selected Road Stretches** - the Selected Road Stretches, engine vehicles road as well as parallel roads to which traffic may be bypassed from the trans-European road network or which directly compete with certain stretches of the network with Electronic Toll Collection as specified in Decree No. 413/2007 Coll. of the Ministry of Transport, Postal Services and Telecommunications of the Slovak Republic defining the stretches of the motorways, motor vehicle roads as well as the first class roads with the Electronic Toll Collection (hereinafter referred to as "Decree No. 413/2007 Coll.").
- k) **Vehicle subject to Toll liability or Vehicle** - is a vehicle subject to Toll liability, more specifically an engine vehicle with a total weight over 3.5t or vehicle tandems of total weight over 3.5t for cargo transport and motor vehicles for transport of more than nine persons including a driver.
- l) **Total Vehicle Weight** - is the maximum permissible total weight of a motor vehicle and in case of a road tandem vehicle in the sense of Section 2 subsection 2, paragraph h) of Act No. 8/2009 Coll. on traffic operation and change of and amendment to some acts, as amended, the maximum permissible weight of the tandem vehicle.
- m) **Toll Rules** - Decree No. 388/2009 Coll. Ministry of Transport, Postal Services and Telecommunications of the Slovak Republic implementing the Toll Rules.
- n) **Toll Event** - an event is an event occurred when a vehicle crosses a Selected Road Stretch or part thereof and is registered by the Electronic Toll System.
- o) **Toll Transaction** - a Toll transaction is an electronic data record created based on the evaluation and processing of one Toll Event or by a combination of more Toll Events. The Toll Transaction contains the date and time of the Toll Event based on which the Toll Transaction was made, identification of the subsection of the Selected Road Stretch, identification of the vehicle and amount of the Toll.
- p) **Toll Rate Amount** - is an amount of the Toll Rate for one km of driven distance of the Selected Road Stretch for vehicles in the category from 3.5t to 12t of total vehicle weight and 12t and more of total motor vehicle weight for transport of more than nine persons including a driver, which is defined by the Slovak Republic government Decision No. 350/2007 Coll. for definition of the Toll Rate Amount for use of the Selected Road Stretch (hereinafter referred to as the "Slovak Government Decree No. 350/2007 Coll.").
- q) **Electronic Toll System** - is a set of components of computer and telecommunication equipment, including software and data, which particularly allows the collection of the Toll by technical equipment during the drive of the Toll liable vehicle without stopping of the same, reduction of speed or the obligation to use a specific road lane as well as without the necessity of planning a route in advance and operated by the System Operator.
- r) **Board Unit** - means an electronic technical device for unambiguous identification and position of the vehicle by the Electronic Toll System, which processes data for the purposes of the Toll system operated by the System Operator. The Board Unit must be used by the Vehicle Operator when driving on the Selected Road Stretch in a vehicle liable to the Toll liability in the manner described in the Act on Electronic Toll Collection, Toll Rules and Conditions 2, as well as in the operation manual. An inseparable part of the Board Unit is the basic accessories intended for installation in the vehicle via a cigarette lighter.
- s) **Fixed installation of the Board Unit** - connection of the Board Unit to an electric system of the vehicle without use of the so-called cigarette lighter.
- t) **Contract on Use of Selected Road Stretches** - the Contract on Use of Selected Road Stretches is a contract concluded by and between the TCA and Vehicle Operator based on which the TCA agrees to allow the Vehicle Operator to use the Selected Road Stretch based on conclusion of the Board Unit Contract and the Vehicle Operator agrees to pay the Toll for the use of the Selected Road Stretches.
- u) **Contract on Provision of the Board Unit** - is a contract concluded by and between the System Operator and the Vehicle Operator where the System Operator agrees to provide the Vehicle Operator with a Board Unit for consideration and the Vehicle Operator agrees to pay the consideration and pay collateral for the Board Unit provided.
- v) **Subscribed Toll Mode** - is the mode where the Selected Road Stretch can be used following payment of the Toll.
- w) **Subsequent Toll Payment Mode** - is the mode where the Selected Road Stretch can be used before payment of the Toll.
- x) **Customer Line** - is a phone line of the System Operator where information related to the use of Selected Road Stretches and Toll collection can be obtained, where technical issues can be reported as well as transport of the Board Unit, theft, damage or malfunction of the same as well as other facts related to the Electronic Toll System.
- y) **Contact point** - is the place where customer services are provided and where, among others, the Contract on Use of 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.
- z) **Distribution point** - is the place where customer services are provided and where, among other things, the Contract on Use of Selected Road Stretches and the Contract on Provision of the Board Unit in the Subscribed Toll Mode may be concluded. The Distribution points may not be used for conclusion of the Contract on Use of Selected Road Stretches and the Contract on Provision of the Board Unit in the Subsequent Toll Payment Mode.
 - aa) **Internet portal** - is a portal (www.emyto.sk), where information of a general nature may be obtained; secured access sites may provide information specific to a Vehicle Operator and provide access for registration being an application for conclusion of the Contract on Use of Selected Road Stretches and the Contract on Provision of the Board Unit.
 - bb) **Fuel card** - is a payment card accepted by the Toll Collection Authority and which may be used for payment of the Toll and/or as a security for payment of the Toll in the Subsequent Toll Payment Mode.
 - cc) **Bank Card** - a payment card issued by a bank institution (either debit or credit) and a payment instrument accepted by the Toll Collection Authority and that can be used at the Contact Points or Distribution Points to pay the Toll in favour of the Toll Collection Authority.
 - dd) **Consideration** - is a one-off consideration for payment of the Board Unit owned by the System Operator.
 - ee) **Collateral (deposit)** - is financial collateral paid by the Vehicle Operator and/or Vehicle Driver to the System Operator as a deposit for payment of the Board Unit.

Chapter 1.3

General information about Electronic Toll Collection Full Service

1. A Toll must be paid for use of the Selected Road Stretch by engine vehicles of total weight over 3.5t or vehicle tandems with a total weight over 3.5t for cargo transport and motor vehicles for transport of more than nine persons including a driver.
2. The Electronic Toll Collection for use of the Selected Road Stretch applies to the Selected Road Stretches specified in Decree No. 413/2007 Coll. The Electronic Toll System implemented in the territory of the Slovak Republic combines a global navigation satellite system (GNSS) for vehicle positioning by transmission of signals from the satellite with a cellular mobile system CN (Cellular Network) for communication with the central information system designed for calculation of the amount of the Toll and responsible for clearing payment transactions.
3. The Board Unit calculates the position of the vehicle based on knowledge of time, GNSS satellite movement mathematic models and signals received. 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 transmitted to the central information system via GSM (GPRS) services of a telecommunication operator. In case of an area without GSM signal availability, data is retained in the Board Unit and transmitted to the central information system after the GSM signal is recovered again.
4. Based on information from the Board Unit and vehicle parameters (vehicle class, weight, number of axles, emission class), the central information system computes the Toll according to the rates specified in the Slovak Republic government Decision No. 350/2007 Coll.
5. The Toll is the income of the Toll Collection Authority.
6. The Board Unit as well as basic accessories specified in the operation manual for the Board Unit is the property of the System Operator.

Article 11.

Authorisation to Act and Establishing Identity

Chapter 11.1

Authorisation to act

1. If a natural person is the Vehicle Operator, s/he acts independently. Should the incapability of making legal transactions be either full or restricted, a legal representative or a guardian/legal representative appointed by a court may act on behalf of him/her.
2. If a legal person is the Vehicle Operator, a statutory body and/or procurist 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 valid power of attorney with authenticated signatures of the principals. Regarding the Subscribed Toll Mode, also the Vehicle Driver may act on behalf of the above under these Conditions 2.
3. If a legal person is the Vehicle Operator and not registered in the commercial but in a similar register as required by law, the statutory body fully empowered thereto based on documents used for the incorporation/establishment of the company may act on behalf of the company in the Subsequent Toll Payment Mode or a person acting on behalf of a valid power of attorney with authenticated signatures of the members of the statutory board may act on behalf of the same. Regarding the Subscribed Toll Mode, also the Vehicle Driver may act on behalf of the above under these Conditions 2.
4. In the Subsequent Toll Payment Mode, the Contract on Provision of the Board Unit may be terminated only by the Vehicle Operator and/or his/her Authorised Representative based on a written authorisation with an authenticated signature that may not be older than three months.
5. Applicable provisions of this chapter shall apply in case the Vehicle Operator is the owner of the vehicle or holder of the certificate on registration, who is registered in the certificate on registration and authorised to decide about use of the vehicle.
6. In case the Vehicle Operator is a holder of the technical certificate of the vehicle determined by the owner where the earlier is not registered in the certificate on registration and is authorised to decide about the use of the vehicle, the Operator must submit a written confirmation authorising him or the Vehicle Driver to use such vehicle.
7. In case it is not possible to determine the information about the Vehicle Operator from the technical certificate or 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 to identify the Vehicle Operator.
8. The Vehicle Driver, if s/he had an authorisation to drive the vehicle, may conclude, modify or terminate the Contract on Provision of the Board Unit in the Subscribed Toll Mode on behalf of the Vehicle Operator. The Vehicle Driver must demonstrate his/her authorisation to drive the vehicle by submission of the technical certificate or the vehicle registration certificate.
9. The liabilities of the Vehicle Operator stemming from the Act on Electronic Toll Collection and the Toll Rules are without prejudice to cases where the Vehicle Driver was not authorised to drive the vehicle.
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, registered office/place of business, authorisation to act or to any similar substantial fact, the Vehicle Operator and/or the Vehicle Driver shall inform the System Operator thereof within 5 days of the change date at the latest using a demonstrable manner or with a document on the change made; for details, see chapter "Chapter III.2" of these Conditions 2.

Chapter 11.2

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 II.1" shall submit upon the request of the System Operator the technical certificate of the vehicle or the vehicle registration certificate, valid ID card or passport or similar document proving identity, driving licence, an abstract from the commercial or similar register or written full power of attorney for representation of the Vehicle Operator with authenticated signature for the purpose of verification of the registration data. Said documents shall be submitted by the Vehicle Operator/Driver for verification of change or termination of the Contract on Use of Selected Road Stretches as well, when using the payment instruments as well as when obtaining information about the Toll account balance.
2. For legal entities, an original of the abstract from the commercial or similar register demonstrating permission for conducting business activity must not be older than three months. In case the Vehicle Operator does not subject to registration in the commercial or similar register, he must submit either a deed of incorporation and/or foundation deed/deed showing the way of incorporation, incorporation date, name, registered office, and information about the natural persons authorised to act on behalf of the Vehicle Operator.
3. Based on the consent of the Vehicle Operator or Vehicle Driver the System Operator and/or an Authorised Representative may inspect the identity and correctness of the documents submitted as well as the identification data contained therein.

Article 111.

Contract on Provision of the Board Unit

Chapter 111.1

Conclusion of the contract

1. The Contract on Provision of the Board Unit may be concluded by the Vehicle Operator, an Authorised Representative and/or the Vehicle Driver only after the conclusion of the Contract on Use of Selected Road Stretches, whereas the Contract on Provision of the Board Unit may only be concluded in the same mode as the Contract on Use of Selected Road Stretches.
2. Following the conclusion of the Contract on Provision of the Board Unit the Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver must, regardless of the Toll Payment Mode, pay the Collateral before the delivery of the Board Unit.
3. In case of the Subscribed Toll Mode the Board Unit may be delivered to the Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver only after the one-off consideration is paid.
4. The Contract on Provision of the Board Unit may be concluded by the Vehicle Operator and/or his/her Authorised Representative in the Subsequent Toll Payment Mode:
 - a) personally at any Contact Point;
 - b) via issuers of the fuel cards;
 - c) via a sales representative of the System Operator.
5. The Contract on Provision of the Board Unit in the Subscribed Toll Mode may be concluded by the Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver personally at any Contact or Distribution point.
6. Prior to conclusion of the Contract on Provision of the Board Unit the authorised persons must submit documents according to "Chapter II.2" to the System Operator for the purpose of verification of registration data and data needed for conclusion of the Contract on Provision of the Board Unit.
7. Substantial facts of the Contract on Provision of the Board Unit are:
 - a) identification data of the parties and the name and surname, date of birth, residential address, nationality, ID card or passport number of a person concluding the Contract in the name of the Vehicle Operator;
 - b) identification number of the Board Unit and the registration number of the vehicle to which it is assigned to;
 - c) parameters of default settings of the Board Unit;
 - d) mode of payment for services provided;
 - e) amount and form of the Collateral for security of return of the Board Unit and its accessories;
 - f) contractual penalty;
8. The Contract on Provision of the Board Unit with the Subsequent Toll Payment Mode includes in addition to details listed in clause 7 of this chapter:
 - a) invoice maturity deadline of 14 days, unless agreed otherwise with the System Operator;
 - b) contact data of the person responsible for billing and payment of the Vehicle Operator;
 - c) obligation of fixed installation of the Board Unit in the vehicle.

- The Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver are responsible for the correct and true information listed in the Contract on Provision of the Board Unit.
- 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 III.2
Change to the contract

- Change to the Contract on Provision of the Board Unit in the Subsequent Toll Payment Mode can be effected by the Vehicle Operator or his/her Authorised Representative at a Contact point adequately within the provisions applicable to conclusion of the Contract on the Provision of Board Unit.
- 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 adequately within the provisions applicable to conclusion of the Contract on Provision of the Board Unit.
- The Vehicle Operator, his/her Authorised Representative or the Vehicle Driver (in case of the Subscribed Toll Mode) shall be obliged to inform the System Operator about any changes to the Contract on Provision of the Board Unit within five days at the latest from the date when the changes either occurred or were known to them.
- Change to the total weight of the vehicle, vehicle category, number of axles, as well as changes to the emission class of the registered vehicle must be communicated by the Vehicle Operator, Authorised Representative or Vehicle Driver to the System Operator immediately, before entering the Selected Road Stretch at the latest. A change to the number of vehicle axles and the change of a vehicle to a vehicle tandem before the drive are regarded as communicated at the moment of setting the Board Unit.
- The System Operator will register the changes 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 presented with a new Contract on Provision of the Board Unit.
- Neither the Vehicle Operator nor the Vehicle Driver are authorised to use the Selected Road Stretches until receipt of confirmation of the change made to the Electronic Toll System by the System Operator and/or until conclusion of a new Contract on Provision of the Board Unit. This does not apply when a change in data results in the reduction of the Toll rate or exemption of the vehicle from the Toll.
- In case of change to the Vehicle Operator for which a vehicle is registered in the Electronic Toll System, the new Vehicle Operator, his/her Authorised Representative - and also the Vehicle Driver in the Subscribed Toll Mode shall apply for re-registration in the Electronic Toll System before using the Selected Road Stretches and provide the System Operator with new registration data. The original Board Unit must be returned by the original Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver.
- In case of a change to data in the technical certificate or the vehicle registration certificate; vehicle registration number, country where the vehicle is registered, vehicle category in the sense of the Slovak Republic government Decision No. 350/2007 Coll., the total weight of the vehicle, number of axles and the vehicle emission class; the Vehicle Operator, his/her Authorised Representative and, in the case of the Subscribed Toll Mode also the Vehicle Driver, shall be required to ask for a new registration of the vehicle in the Electronic Toll System followed by conclusion of a new Contract on Provision of the Board Unit.
- In case of a change to the number of vehicles specified in the Contract on Provision of the Board Unit (an increase or decrease to the number of vehicles), parameters related to the vehicle or in case of replacement of a Board Unit, the Contract on Provision of the Board Unit changes only in the sections applicable to the assignment of the Board Unit to a vehicle.

Chapter III.3
Termination of the contract

- The Contract on Provision of the Board Unit ceases to exist upon return of the functional Board Unit in good condition to the System Operator. A functional Board Unit in good condition is also a Board Unit for which the System Operator accepted a complaint. In case of a cease to the Contract on Provision of the Board Unit, the Contract on Use of Selected Road Stretches ceases at the same time with respect to the vehicle from which the Board Unit was returned as assigned in the Electronic Toll System.
- Return of the functional Board Unit in good condition terminates the Contract on Provision of the Board Unit as a whole or in the section applicable to the vehicle to which the Board Unit was assigned in the Electronic Toll System.
- Termination of the Contract on Use of Selected Road Stretches also terminates the Contract on Provision of the Board Unit, whereas the Vehicle Operator and/or Vehicle Driver shall return the functional Board Unit in good condition to the System Operator immediately, however within 7 days from termination of the Contract on Use of Selected Road Stretches. In case no Board Unit is returned within the deadline, the Vehicle Operator shall pay a contractual penalty to the System Operator at the amount of the procurement price of the Board Unit and the accessories thereto, less the amount of Consideration according to "Chapter III.1" and the amount of the Collateral as security of the Board Unit return.
- The Contract on Use of Selected Road Stretches shall cease to exist also upon expiration of six months from the last Toll transaction registering by the Board Unit assigned to the vehicle or the written withdrawal of the contract by one of the parties.
- If, based on the Contract on Use of Selected Road Stretches, the Vehicle Operator uses the Selected Road Stretches by more vehicles he/she owns, the Contract on Use of Selected Road Stretches shall cease to apply after six months from recording the last Toll transaction by the Board Unit only in the section applicable to the vehicle to which the Board Unit is assigned in the Electronic Toll System and which has recorded no Toll transaction over the past six months. Termination of the Contract on Use of Selected Road Stretches also terminates the Contract on the Provision of the Board Unit in the section applicable to the Board Unit to which no Toll transaction has been recorded over the past six months.
- The Contract on Provision of the Board Unit according to this chapter may terminate exclusively following the proper and full settlement of any and all liabilities stemming from the Contract on Provision of the Board Unit in the Subscribed Toll Mode. Termination of the Contract on Provision of the Board Unit in the Subsequent Toll Payment Mode becomes valid on the day of signing the confirmation of termination of the Contract on Use of Selected Road Stretches and effective on the day of proper and full settlement of all liabilities stemming from the Contract on Provision of the Board Unit in the Subsequent Toll Payment Mode.

Article IV.

Security of the Board Unit, Return Liability and Contractual Penalties

- The Vehicle Operator, his/her Authorised Representative or the Vehicle Driver in case of the Subscribed Toll Mode, shall pay the collateral in favour of the System Operator for each Board Unit provided.
- The collateral must be paid in favour of the System Operator based on the Contract on Provision of the Board Unit only before provision of the Board Unit.
- Amount of the collateral is EUR 50.
- The collateral may be paid as follows:
 - in cash at any Contact point;
 - in cash at any Distribution point in case the Board Unit is assigned to a vehicle listed in the Contract on Use of Selected Road Stretches in the Subscribed Toll Mode;
 - bank transfer directly into the account of the System Operator in the Subsequent Toll Payment Mode;
 - by bank card at a Contact and/or Distribution point according to the Contract on Use of Selected Road Stretches Mode, whereas the bank card must be approved by the System Operator. For the list of accepted bank cards, see the Internet portal;
 - by fuel card at a Contact or Distribution Point, the issuer of which is approved by the Toll Collection Authority. For the list of accepted fuel cards, see the Internet portal;
- The collateral is returned to the Vehicle Operator, his/her Authorised Representative and/or the Vehicle Driver upon return of the Board Unit, whereas the latter must be functional and not damaged.
 - In case the Vehicle Operator and/or the Vehicle Driver fail to return the Board Unit or if the Board Unit was lost or stolen, the System Operator shall have the right to apply for the contractual penalty amounting to the procurement price of the Board Unit and its accessories less the amount of the consideration and collateral received. The System Operator shall issue the new Board Unit to the Vehicle Operator and/or Vehicle Driver after payment of the contractual penalty defined herein.
- In case of the damage or destruction of the Board Unit the System Operator shall assess the damage or destruction of the returned Board Unit with the use of the Board Unit diagnostic feature and the test certificate will be issued to the Vehicle Operator within 30 days from the day of return of the Board Unit. Based on the Board Unit diagnostic feature result the System Operator must apply for its right for the collateral and contractual penalty according to current tariff rates. The Vehicle Operator may lodge a claim against the results of the diagnostic feature according to the rules applicable to the complaints.
- In case the Vehicle Operator and/or Vehicle Driver fail to return the accessories of the Board Unit or any part thereof, the System Operator shall have the right to decrease the sum of the collateral returned by the price of the accessories of the Board Unit according to the current tariff rates.
- In case the Vehicle Operator and/or the Vehicle Driver fail to return the Board Unit including the battery and/or battery cover, the Board Unit is regarded as damaged and the System Operator shall have the right to decrease the collateral returned by the fee for the damaged Board Unit according to the currently applicable tariff rates.

Article V.

Board Unit

- Only the Board Unit assigned by the System Operator based on the Contract on Provision of the Board Unit may be used in the vehicle. The Board Unit is not transferable.
- The System Operator requires use of the Board Unit exclusively with the original accessories; otherwise no complaint can be accepted from the Vehicle Operator and/or Vehicle Driver with respect to the correct function of the Board Unit.
- The Board Unit may be handled or used only as determined by the Act on Electronic Toll Collection, the Toll Rules, Conditions 2 and the operation manual of the Board Unit.

Chapter V.1
Installation and positioning of the Board Unit

- The Vehicle Operator and, in the case of the vehicle registration in the Subscribed Toll Mode, the Vehicle Driver shall be responsible for the correct installation and location of the Board Unit in the vehicle in compliance with the Board

Unit operation manual. This is without prejudice to liability of the installation centre (hereinafter referred to as the "authorised partner") for correct installation of the Board Unit in case of the fixed installation of the Board Unit.

- Installation of the Board Unit means the physical connection of the Board Unit with an electric system of the vehicle.
- Positioning of the Board Unit means the spatial determination of the position of the Board Unit on the windscreen of the vehicle.
- If the vehicle is fitted with a device or assembly that may prevent the proper function of the board unit the Vehicle Operator and/or Vehicle Driver shall arrange installation of an external antenna delivered by the System Operator and in connection of the same to the Board Unit in compliance with the operation manual of the Board Unit.
- In case the Vehicle Operator concluded the Contract on Use of Selected Road Stretches in the Subsequent Toll Payment Mode the fixed installation of the Board Unit in the vehicle must be arranged by an authorised partner.
- The System Operator shall publish a list of the authorised partners at each Contact and Distribution point as well as on the Internet portal.
- The System Operator requires the use of a specific assembly set for security of the fixed installation of the Board Unit available to the Vehicle Operator for consideration at a Contact point via the authorised partners.

Chapter V.2
Setup of the Board Unit

- The Vehicle Operator shall be responsible for the proper setting of the Board Unit and the Vehicle Driver shall be responsible for the same before and during a drive on the Selected Road Stretch. The setup of the Board Unit means entering the correct data in the Board Unit, particularly the vehicle category and number of axles.
- At the moment of providing the Board Unit the authorised person of the System Operator shall setup the Board Unit based on the registration data - vehicle category, total vehicle weight, number of vehicle axles and vehicle emission class. The Vehicle Operator or Vehicle Driver shall check the correct data setup upon handover of the Board Unit. If the vehicle class is not specified in the vehicle registration certificate, vehicle technical certificate, vehicle certificate, confirmation by the producer or its representative, the EURO 0 emission class will be set up. In case of a change to the number of vehicle axles before or during use of the Selected Road Stretches, the Vehicle Operator or Vehicle Driver shall change the relevant data in the Board Unit so that the vehicle reality is reflected in the Board Unit.
- If, due to the incorrect setting of the Board Unit by the System Operator, the Electronic Toll System charges a higher Toll rate than the Toll rate corresponding to the real vehicle category, the Vehicle Operator must pay the Toll calculated based on the higher rate. The Vehicle Operator is authorised to lodge a claim regarding the incorrect setting of the Board Unit to the System Operator in compliance with the Complaint Procedures.
- If, due to the incorrect setting of the Board Unit by the Vehicle Operator and/or the Vehicle Driver, the Electronic Toll System charges a higher Toll rate than the Toll rate corresponding to the real vehicle category, the Vehicle Operator must pay the Toll calculated based on the higher rate.
- In case change to the registered data requires a change to the Board Unit setting by the System Operator, the Vehicle Operator shall provide the Board Unit immediately to the System Operator at a Contact or Distribution point according to the mode selected.

Chapter V.3
Use of the Board Unit

- The Vehicle Operator and/or the Vehicle Driver must use the Board Unit in conformity with the operation manual. The Vehicle Operator and/or Vehicle Driver is responsible for checking the functionality and correct setting of the Board Unit before the drive, during the drive and at the end of the drive on the Selected Road Stretch.
- When checking the functionality of the Board Unit before the drive the Vehicle Driver must check the proper setting of the vehicle axles before driving on the Selected Road Stretch.
- The Vehicle Driver may turn off the audio signal of the Board Unit informing him/her about the proper operation of the Board Unit. Turning the audio signal of the Board Unit off does not release the Vehicle Driver from his/her liability for checking the function and proper setting of the Board Unit during the drive. Turning the audio signal of the Board Unit off does not release the System Operator and/or the Vehicle Driver from the liability to adhere to the obligations defined in the Act on Electronic Toll Collection, the Toll Rules and these Conditions 2.
- In case the Vehicle Operator and/or the Vehicle Driver discovers an error in the setting of the Board Unit after the drive on the Selected Road Stretch, the error should be immediately communicated to the System Operator as well as the information required for the correct calculation of the Toll.
- In case the Vehicle Operator pays the Toll in the Subscribed Toll Mode and the incorrect setting of the Board Unit causes arrears in the Toll, the Vehicle Operator shall be liable for the immediate payment of the arrears. In case the Vehicle Operator pays the Toll in the Subsequent Toll Payment Mode, the Toll Collection Authority proceeds in compliance with the Conditions in settlement of the Toll arrears.
- In case the incorrect setup of the Board Unit causes an excessive Toll payment, the Vehicle Operator shall apply for recovery in conformity with the Conditions.
- In case of the damage or breach of the Board Unit during the drive on the Selected Road Stretch the Vehicle Driver shall park the vehicle at the nearest place available for safely stopping the vehicle and inform the System Operator on the Customer Line about the failure or damage of the Board Unit. For identification purposes, the Vehicle Driver informs the System Operator about his/her name and surname, the name and surname or business name or name of the Vehicle Operator, vehicle registration number and approximate position where the vehicle is located. The System Operator shall communicate a code event to the Vehicle Driver and the Vehicle Driver may continue in the drive only to the closest Contact or Distribution point according to the instructions of the System Operator.
- If a Board Unit not used for recording Toll transactions is transported during the drive on the Selected Road Stretch in the vehicle, the Vehicle Operator to whom the Board Unit is transported must arrange for the correct transport of the Board Unit according to the instructions of the System Operator specified in the operation manual for the Board Unit. In case the transport of the Board Unit is not arranged as instructed by the System Operator, the Vehicle Operator shall pay the Toll calculated and registered by the Electronic Toll System.

Chapter V.4
Theft, loss, damage or destruction of the Board Unit

- For the procedure to be followed by the Vehicle Driver and the System Operator in case of theft, loss, damage or destruction of the Board Unit influencing the correct operation during the drive on the Selected Road Stretch, see provisions of "Chapter V.3".
- In case of the theft, loss or destruction of the Board Unit the Vehicle Operator and/or Vehicle Driver shall inform the System Operator thereof on the Customer Line. For identification purposes, the Vehicle Operator and/or the Vehicle Driver informs the System Operator about his/her name and surname, the name and surname or business name or name of the Vehicle Operator and vehicle registration number. The System Operator shall communicate the event code to the Vehicle Operator and/or the Vehicle Driver and block the Board Unit in the Electronic Toll System.
- In case the Board Unit was used by an unauthorised person after theft or loss, the Vehicle Operator to which the Board Unit is assigned shall pay the full amount of the Toll calculated according to the records in the Electronic Toll System for the period from the loss/theft of the Board Unit until the registration of notification of the theft or loss in the Electronic Toll System by the System Operator. The System Operator shall register the notification about the theft or loss of the Board Unit to the Electronic Toll System and block the Board Unit immediately following the Board Unit theft or loss report by the Vehicle Operator.
- In case of the loss or theft of the Board Unit the System Operator shall, in addition to blocking the Board Unit, have the right to claim for its right for the collateral and contractual penalty according to Article 6 of these Conditions 2.
- In case the stolen or lost Board Unit is returned to the System Operator, the System Operator shall return the collateral according to Article 6 to the Vehicle Operator after confirmation of the full operation of the Board Unit by an authorised person or if the Board Unit is returned damaged after confirmation by an authorised person that the damage was not caused by the Vehicle Operator. The authorised person is a service centre of the System Operator in the central logistic warehouse and/or a service centre of the producer of the Board Unit.
- In case the Vehicle Operator applies for provision of a new Board Unit instead of the stolen, lost, damaged or destroyed Board Unit the System Operator shall enter into a new Contract on Provision of the Board Unit or change the original Contract on Provision of the Board Unit to the extent applicable to original Board Unit. The Vehicle Operator shall pay the System Operator a one-off collateral for the new Board Unit according to Article 6.
- The Vehicle Operator and/or Vehicle Driver are obliged to avoid situations when the Board Unit may be stolen, lost, damaged or destroyed. The Vehicle Operator and/or Vehicle Driver are fully responsible for damages related to stolen, lost or damaged Board Units.

Chapter V.5
Returning of the Board Unit

- The Vehicle Operator for whom the right to use the Board Unit ceased to exist in the Electronic Toll System (due to termination of the Contract on Provision of the Board Unit and/or the Contract on Use of Selected Road Stretches) must return the Board Unit to the System Operator in a functional and not damaged condition without undue delay, however within 7 calendar days at the latest from the expiration of the right to use the Board Unit in compliance with provisions of the Contract on Provision of the Board Unit.
- The Vehicle Operator shall return the Board Unit without delay within 21 calendar days at the latest if requested by the System Operator particularly due to the following technical and operational reasons:
 - end of life of the technology or devices required for the correct function of the Board Unit;
 - technical or production failure causing malfunction and failure-free operation of the Board Unit or threatens the vehicles of the Vehicle Operator and/or the Vehicle Driver.
- In case no Board Unit is returned within the deadline according to this chapter, the Vehicle Operator shall pay the contractual penalty to the System Operator at the amount of the procurement price of the Board Unit according to the tariff rates less the amount of the Consideration and the amount of the Collateral.
- In case of change to the Vehicle Operator for which a Board Unit was assigned, the original Vehicle Operator shall return the Board Unit within five calendar days from the date of the change.
- In case the Contract on Provision of the Board Unit was concluded in the Subscribed Toll Mode the Board Unit can be returned to a Contact or Distribution point. In case the Contract on Provision of the Board Unit was concluded in the Subsequent Toll Payment Mode the Board Unit can be returned only to a Contact point. Upon return of the Board Unit, a person delegated by the System Operator checks the function of the Board Unit. If functional and not damaged, the Vehicle Operator shall have the right to the collateral. If damaged or destroyed, Article IV, clause 7 shall apply. The above does not apply to the replacement of the Board Unit in case of damage.
- The collateral for return of the Board Unit related to one Contract on Provision of the Board Unit concluded in the Subsequent Toll Payment Mode shall be returned to the Vehicle Operator in an amount not exceeding EUR 100. In case the amount to be refunded by the System Operator exceeds EUR 100, the collateral for the Board Units shall be

returned to the Vehicle Operator's bank account as specified in the Contract on Provision of the Board Unit. Costs associated with the return of the Collateral shall be paid by the Vehicle Operator.

- Return of the functional Board Unit in good condition terminates the Contract on Use of Selected Road Stretches as a whole or in the section applicable to the vehicle to which the Board Unit was assigned as well as the Contract on Provision of the Board Unit as a whole or in the section related to the Board Unit returned.
- In case the Vehicle Operator does not return the Board Unit including the accessories or returns a non-functional or damaged Board Unit the System Operator shall have the right to claim the collateral in compliance with Article 6.
- If the Board Unit returned needs repair, it shall be repaired at the expenses of the Vehicle Operator. This does not apply in the case of an accepted complaint related to the Board Unit according to the Complaint Procedures.

Article VI.

Prices and Payment Terms

Chapter VI.1

Fees and fee rates

- Fee rates associated with the provision of the Electronic Toll Collection Full Service including the amount of the consideration are covered in the applicable tariff of fees. The fee tariff applies to all vehicles registered in the Electronic Toll System and liable to the Toll.
- The Vehicle Operator is responsible for payment of the fees.
- Prices in the tariff are denominated in EUR including value added tax according to the applicable legal provisions.
- For the Subscribed Toll Mode, the service fees are charged before the provision thereof, whereas the Vehicle Operator and/or the Vehicle Driver will get the same only after the proper and timely payment of the fees. For the Subsequent Toll Payment Mode, the fees shall be charged to the Vehicle Operator following the termination of the relevant accounting period in a monthly invoice from the System Operator.
- The System Operator shall have the right to change the tariff and the currently applicable version of the tariff is available on the Internet portal.
- At the time of the provision of service, the prices and fees specified in the currently applicable tariff shall apply.

Chapter VI.2

Payment of the fees in the Subscribed Toll Mode

- For payments in the Subscribed Toll Mode, the fees may be paid as follows:
 - in cash at a Contact or Distribution Point;
 - by bank card at a Contact or Distribution Point. For the list of accepted bank cards, see the Internet portal;
 - by fuel card at a Contact or Distribution Point, the issuer of which is approved by the Toll Collection Authority. For the list of accepted fuel cards, see the Internet portal;
- Payment by bank and/or fuel card must be confirmed by the authorisation centre and accepted by the issuer of the bank or fuel cards. In case of authorisation failure or no payment is accepted by the bank or fuel card issuer, the Vehicle Operator and/or the Vehicle Driver shall effect payment in a different way as mentioned above.
- In case of a lost, stolen or otherwise misused bank or fuel card without blocking of the same by the Vehicle Operator at the card issuer, the Toll Collection Authority shall not be liable for payments made by the card and payments of the fees via such stop-listed card shall not be refunded and regarded as income of the System Operator. This is without prejudice to the settlement of liabilities stemming from the Contract on Provision of the Board Unit.

Chapter VI.3

Subsequent Toll Payment Mode

- For the Subsequent Toll Payment Mode, the payment of fees being part of the invoice can be effected as follows:
 - bank transfer or deposit into the account of the System Operator;
 - at Contact points by bank card, fuel card or in cash.
- 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 being paid. The variable field as well as the specific field must be specified correctly on the bank payment order; otherwise the invoice shall be regarded as paid only after the payment identifiers are identified correctly by the System Operator. In case of payment of the fees by wire transfer from a foreign bank or in case no variable or specific field can be entered in the bank transfer, the Vehicle Operator must indicate both fields in the note field of the wire transfer in the following format VS:XXXXXXXXXX;SSXXXXXXXXXX. The invoice shall also indicate the maturity deadline which is usually 14 calendar days.
- Payment of the fees must be credited in the System Operator's account on the invoice maturity date at the latest.
- Potential overpayments will be included in the subsequent billing period. In case the Vehicle Operator wants to return the overpayment of the fee invoice before the end of subsequent billing period, s/he must submit an Application for Funds Refund in writing and delivered to the System Operator. In case of a request for return by wire transfer, the payments shall be effected on the Vehicle Operator's bank account given in the Contract on Provision of the Board Unit. The bank fees associated with the payment of the overpayment shall be paid by the Vehicle Operator. Only overpayments not exceeding EUR 100 are paid in cash.

Chapter VI.4

No payment, fee late payment

- In case of a fee for late payment, the System Operator may charge the contractual penalty amounting to 0.1% of outstanding amount for each day of delay, even the first day of delay to the Vehicle Operator.
- In case of a fee for late payment the System Operator shall send the first reminder to the Vehicle Operator. The first reminder is due within 14 calendar days.
- The second reminder shall be sent by the System Operator following expiration of the maturity specified in the first reminder to the Vehicle Operator. The second reminder is due within 5 calendar days.
- Should no payment be made after expiration of the second reminder maturity, the System Operator shall have the right to apply for unpaid receivables based on the Contract on Provision of the Board Unit before a court.

Article VII.

Inspection of Compliance with Requirements related to the Board Unit

- Inspection of compliance with requirements related to the Board Unit is performed by employees and persons delegated by the System Operator in cooperation with the authorised body on the place and at the time of inspection.

Article VIII.

Communication Channels

Chapter VIII.1

Customer services

- The System Operator provides Customer services covering, provision of the Board Unit, particularly the provision of services by the Vehicle Operator and/or the Vehicle Driver via the Contact or Distribution points, Customer Line and Internet portal, particularly:
 - conclusion of the Contract on Provision of the Board Unit;
 - registration of vehicles;
 - delivery, replacement and receipt of the Board Unit;
 - publishing a list of authorised partners for fixed installation of the board unit;
 - receipt of payments, including receipt of fees and collaterals;
 - returning of collaterals;
 - lodging and settling of complaints;
 - provision of information and information materials.
- Full information related to the customer services is available on the Internet portal.

Chapter VIII.2

Contact Point

- The Contact Points provide the Vehicle Operator and/or the Vehicle Driver particularly the following services in relation with the Contract on Provision of the Board Unit:
 - conclusion, change or termination of the Contract on Provision of the Board Unit in the Subscribed Toll Mode and provision of the Board Unit;
 - conclusion, change and termination of the Contract on Provision of the Board Unit in the Subsequent Toll Payment Mode and provision of the Board Unit;
 - receipt of payments of fees related to services of the Electronic Toll Collection Full Service;
 - receipt and return of the collateral;
 - consultancy services in the field of Electronic Toll System;
 - receipt of reports on technical issues of the Board Unit and basic diagnostics of the Board Unit functionality;
 - intermediation of the fixed installation of the Board Unit;
 - replacement of a non-functional Board Unit for a functional one;
 - lodging and settling of complaints, impulses and grievances;
 - provision of information about settlement details, making out of duplicates of bills, resolving of questions related to the settlement;
 - provision of information materials.
- The System Operator may provide some customer services usually provided by a Contact Point elsewhere, e.g. via their business representatives or the issuers of fuel cards.
- For the full list of the Contact Points of the System Operator, see the Internet portal.

Chapter VIII.3

Distribution Point

- 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:
 - conclusion, change or termination of the Contract on Provision of the Board Unit in the Subscribed Toll Mode and provision of the Board Unit;
 - receipt of payments of fees related to services of the Electronic Toll Collection Full Service;
 - receipt and return of the collateral;
 - consultancy services in the field of the Electronic Toll System;
 - receipt of reports on technical issues of the Board Unit and basic diagnostics of the Board Unit functionality;
 - replacement of a non-functional Board Unit for a functional one;
 - lodging of complaints, impulses and grievances;
 - provision of information and information materials.
- Distribution Points do not allow conclusion, change or termination of the Contract on Provision of the Board Unit in the Subsequent Toll Payment Mode.
- For the full list of the Distribution Points of the System Operator, see the Internet portal.

Chapter VIII.4

Customer Line

- The Customer Line is a customer phone line primarily providing non-stop customer services to the Vehicle Operator and/or the Vehicle Driver.
- The Customer Line provides the Vehicle Operator and/or the Vehicle Driver the following services in relation with the Contract on Provision of Board Unit:
 - consultancy services in the field of the Electronic Toll System;
 - receipt of reports on technical issues related to the Board Unit;
 - arrangement for arrival of a vehicle with a reported malfunctioning Board Unit to a Contact or Distribution Point by assignment of an event code;
 - lodging of complaints, impulses and grievances;
 - provision of information about settlement details, making duplicates of bills, resolving questions related to settlement;
 - receipt of application for sending information material, copies of bills by mail or e-mail.
- Identification of the Vehicle Operator and/or the Vehicle Driver of the vehicle:
Confidential information, personal data and detailed information related to a specific account of the Vehicle Operator is provided only after verification of the caller to whom the information is provided only after responding to the control questions of an employee of the Customer Line.
- The System Operator provides non-stop information in Slovak, English and German; information in Hungarian, Russian and Polish is provided from 6 a.m. to 10 p.m.
- Following the conclusion of the Contract on Provision of the Board Unit the System Operator and Vehicle Operator and/or the Vehicle Driver shall agree on inspection questions and responses for authentication in order to get detailed information related to a specific Contract on Provision of the Board Unit via the Customer Line.

Chapter VIII.5

Internet website

- The Internet portal primarily provides the Vehicle Operator and/or Vehicle Driver the following services in relation with the Contract on Provision of the Board Unit:
 - sending of registration data for registration in the Electronic Toll System;
 - sending a report about technical problems;
 - lodging of complaints, impulses and grievances as well as progress information;
 - provision of information about details of the settlement;
 - printing of duplicates of bills;
 - general information and documents for download.
- Some customer services available as mentioned above through the Internet website require user login using a username and access password which protects information against misuse by unauthorised parties.
- Following conclusion of the Contract on Use of Selected Road Stretches and the Contract on Provision of the Board Unit, the System Operator shall deliver the login information and password for logging into the Internet portal. The System Operator shall adopt and implement any and all security measures to protect the confidentiality of the login information in favour of other parties and the Vehicle Operator is not authorised to provide any third person with his/her access password.
- In case the Vehicle Operator appoints a person for handling the username and access password, the person must be specifically authorised for acceptance and use thereof.
- The usernames and access passwords are not transferable. The Vehicle Operator shall be responsible for adoption of any and all security measures required to avoid misuse of the username and password or access thereto by unauthorised persons. Otherwise, the Vehicle Operator shall inform the System Operator without undue delay. In case of unauthorised access, the System Operator shall have the right to disable access of the Vehicle Operator to the user Internet website. The System Operator shall not be liable for any damage occurred to the Vehicle Operator in case of unauthorised granting of access and/or misuse of the Internet portal.
- In case of damage occurred to the System Operator due to the breach of said provisions contained in this chapter by the Vehicle Operator, the Vehicle Operator shall be liable for compensation to the full extent.
- In case the Vehicle Operator forgets the username and/or access password, the System Operator must be informed and the latter will generate a new username and/or access password based on a request from the Vehicle Operator. The Vehicle Operator shall pay the costs associated with generation of the new username and/or access password according to the tariff of fees.

Article IX.

Complaint Procedures

Chapter IX.1

General provisions and terms

- The Complaint Procedures define legal relationships between the System Operator and the Vehicle Operator and/or the Vehicle Driver who is a consumer in case of complaints related to the correctness and quality of the Electronic Toll Collection Full Service provided to the Vehicle Operator and/or the Vehicle Driver.
- The Complaint Procedures shall particularly be governed by:
 - provisions of Section 499 of Act No. 40/1964 Coll., Civil Code, as amended;
 - provisions of Act No. 513/1991 Coll., Commercial Code, as amended;
 - Act No. 250/2007 Coll. on consumer protection and on change to the Act of the Slovak National Council No. 372/1990 Coll. on offences, as amended.
- For the purpose of these Complaint Procedures, a complaint means the right of the Vehicle Operator and/or the Vehicle Driver to claim liability for the poor quality and/or incorrect provision of services by the System Operator asking for a remedy or performance compensation (hereinafter referred to as the "Complaint"). These Complaint Procedures apply to the complaints by the Vehicle Operator and/or the Vehicle Driver related to an inconsistency in settlement of the fees related to the Electronic Toll Collection Full Service provided by the System Operator as well as services related to the Board Unit.
- The Complaint Procedures, as an inseparable part of these Conditions 2, are also visibly displayed on each Contact and Distribution Point where the services to the Vehicle Operator and/or the Vehicle Driver are provided and the Procedures are also available on the Internet portal.

Chapter IX.2

Basic requirements for lodging a complaint

- In the sense of these Complaint Procedures, the Vehicle Operator or Authorised Representative delegated to act in the matter of the complaint (hereinafter referred to as the "Authorised Representative") or Vehicle Driver may lodge a complaint in writing, personally, via the Customer Line or via authorised access on the Internet website of the Toll Collection Authority and System Operator as follows:
 - in writing to the registered office of the System Operator;
 - personally at any Contact or Distribution Point, whereas the complaint must be lodged in writing and/or the System Operator shall print the complaint lodged with the relevant information on a complaint form;
 - by secured connection to the Internet portal;
 - by phone via the Customer Line;
 - if the complaint relates to the malfunction of the Board Unit, then personally and only at a Contact or Distribution Point.
- The written complaint may be lodged exclusively using a form prepared by the System Operator for this purpose or filling in a form available on the Internet website of the System Operator. The complaint forms are available at the Distribution and Contact Points as well as on the Internet portal.
- The Vehicle Operator and/or Vehicle Driver must give reasons of the complaint in his/her written complaint as well as all information required by the form of the System Operator, such as the name and surname or business name, residential address or registered office, business ID, number of the Contract on Provision of the Board Unit and other information. Also, all documents and supporting information based on which the complaint is lodged must be attached.

Chapter IX.3

The ways of lodging and settling the complaint

- The Vehicle Operator may lodge a complaint immediately from the moment of registering a fact creating the grounds for the complaint, however, within 30 days from the day of being aware thereof at the latest. In case the grounds for the complaint were known to the Vehicle Driver before the Vehicle Operator, the 30-day deadline starts on the day when the driver of the vehicle learnt the same.
- Lodging a complaint means:
 - in case of mail, the complaint lodging date is the date when the complaint was delivered to the mail office at the registered office of the System Operator, whereas the stamp or mail delivery date record is decisive;

- 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 regarded as 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 Authorised Representative are always required to compile a complaint protocol and the System Operator subsequently issues a confirmation of the complaint to the Authorised Representative containing both the content and deadlines for settlement of the complaints as specified in the Complaint Procedures.
 4. The System Operator reserves the right not to accept the complaint:
 - a) if not lodged in the way and in the place as requested in this Complaints Procedure or within the specified deadline;
 - b) if not complete, comprehensible and/or unambiguous and the Vehicle Operator does not provide the missing documents and information as requested in a written appeal by the System Operator within fourteen calendar days from the appeal date;
 - c) the complaint does not relate to the facts this Complaints Procedure applies to.

Chapter IX.4
Term for settlement of the 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 case the complaint was incomplete, not comprehensible or ambiguous, the deadline for settlement of the complaint commences on the day of submission of the missing information.
4. 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 authorised 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.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 not apply and the complaints 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. In case 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 if the Board Unit is specified in the Contract on Provision of the Board Unit as the Subscribed 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 visible, the System Operator shall have the right to charge 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 within 30 days from the complaint date.
9. Unless agreed otherwise and if the Board Unit does not show obvious symptoms of mechanical damage or misuse or unauthorised 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

1. Národná diaľničná spoločnosť, a. s., registered office Mlynské Nivy 45, 821 09 Bratislava, business ID: 35 919 001, registered with the Commercial Register kept by the District Court in Bratislava I, section Sa, insert No. 3518/B (hereinafter referred to as the "Operator") is an operator of the Electronic Toll Collection information system (hereinafter referred to as the "IS") where personal data of the Vehicle Operators (legal persons including personal data of natural persons representing the legal persons and natural persons) and the Vehicle Drivers (hereinafter referred to as the "Involved Persons") are processed for the purpose of the Electronic Toll Collection for use of the Selected Road Stretches, engine vehicles road as well as parallel roads to which traffic may be bypassed from the trans-European road network or which directly compete with certain stretches of the network.
2. Authorised entities of the agent SkyToll, a.s. registered office Apollo Business Center, 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 contract on the extent and conditions applicable to 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 (hereinafter referred to as "Act No. 428/2002 Coll."), which receive personal data, e.g. their employees, shall immediately identify upon the request of the Involved Persons by a written delegation by SkyToll, a.s., their service ID card and/or their ID card.
3. The obligation to provide personal data applies to involved persons from the Act on Electronic Toll Collection. Rejection of the provision of personal data does not permit conclusion of the Contract on Use of Selected Road Stretches and use of the Selected Road Stretches.
4. Particularly the following acts stipulate the obligation to provide the personal data required:
 - a) Act on Electronic Toll Collection;
 - b) Toll Rules;
 - c) Act No. 513/1991 Coll. Commercial Code, as amended;
 Provisions of other generally applicable legislation is without prejudice thereof.
5. Personal data of the Involved Persons for the purposes mentioned above are 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.

6. 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 legislation 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. Upon the signature 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.
3. 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 between the Toll Collection Authority, System Operator and the Vehicle Operator and/or the Vehicle Driver, even though the above comes after termination of the Contract on Use of Selected Road Stretches.
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 dispute shall be finally settled by the relevant court of the Slovak Republic with respect to the registered office of the System Operator.
6. These Conditions 2 become valid and effective on ...

Ing. Name Surname, v.r.

General Manager

SkyToll, a. s.