

GENERAL BUSINESS TERMS AND CONDITIONS OF THE ELECTRONIC TOLL COLLECTION FULL SERVICE OF THE TOLL COLLECTION AUTHORITY

Valid from 1 January 2010

The Toll Collection Authority hereby issues the following **General Business Terms and Conditions** (hereinafter referred to as the "Conditions").

Article I.

General Provisions

Chapter I.1

Basic provisions and subject matter

- Národná diaľničná spoločnosť a.s., registered office in Mlynské Nivy 45, 821 09 Bratislava, Slovakia, business ID: 35 919 001, Tax ID No.: 2021937775, VAT No.: SK2021937775, registered with the Commercial Register kept by the District Court in Bratislava I, section Sa, insert No.: 3518/B (hereinafter referred to as "Toll Collection Authority" or "TCA") is a company authorised to provide the full service electronic Toll collection according to 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.
- In compliance with the Toll Rules as well as other provisions of legislation, the TCA hereby issues these General Business Terms and Conditions (hereinafter referred to as the "Conditions" and/or the "Conditions1") defining particularly the rights and obligations of the Vehicle Operators, Vehicle Drivers and Toll Free Vehicle Operators.
- Provisions of the Conditions particularly apply to the legal relationships entered based on conclusion of the Contract on Use of Selected Road Stretches based on which the electronic Toll collection full service is provided.
- These Conditions do not apply to the service associated with provision and use of the Board Unit, with provisions for which specific business terms and conditions (hereinafter referred to as the "Conditions2") to the Contract on the provision of the Board Unit are specially published by the System Operator.
- Operation of the Electronic Toll Collection Full Service based on these Conditions has required adoption of the Toll Rules, which require publication of the general business terms and conditions as a part of the Contract on Use of Selected Road Stretches.

Chapter I.2

Basic terms

The TCA defines the terms used herein and they shall have the following meaning:

- TCA - the Toll collection authority is Národná diaľničná spoločnosť, a.s.
- Electronic Toll System Operator - the Electronic Toll System 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 Act No. 25/2007 Coll. on electronic Toll collection for use of selected stretches of roads (hereinafter referred to as the "System Operator").
- Vehicle Operator - in the sense of Act No. 725/2004 Coll. on conditions for operation of vehicles in road traffic, a vehicle operator is either the owner of the vehicle or holder of certification on registration delegated by the same, registered in the certificate on registration and authorised for use of the vehicle or vehicle owner or a holder of the vehicle technical certificate designed by the same, authorised for use of the vehicle.
- Vehicle Driver - a vehicle 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 approved by the TCA.
- Authorised Representative - an authorised representative of the Vehicle Operator is a person authorised to act on behalf of the Vehicle Operator based on his/her written full power of attorney with authentication (hereinafter referred to as "Authorised Representative").
- Toll - electronically computed amount depending on the vehicle category for the use of the Selected Road Stretch based on electronically obtained data.
- Selected Road Stretches - a Selected Road Stretch is the stretch of motorways, roads for motor vehicles and first class roads with electronic Toll collection described in a specific directive.
- Total Vehicle Weight - a total vehicle weight is the maximum permissible total weight of a motor vehicle and in the 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, the maximum permissible weight of the tandem vehicle.
- Toll Event - a Toll event is an event occurred when a vehicle crosses a Selected Road Stretch or part thereof and is registered by the Electronic Toll System.
- Toll Transaction - a Toll transaction is an electronic data record created based on evaluation and processing of one Toll Event or by 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 vehicle and amount of the Toll.
- Toll Rate Amount - 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 the driver 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 stretches.
- Electronic Toll System - an electronic Toll system means a set of components of computer and telecommunication equipment, including software and data, which particularly allows 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.
- 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 Electronic Toll Collection provided by the System Operator. The Board Unit must be used by the Toll payer when driving on the Selected Road Stretch in a vehicle liable to Toll liability in the manner described in the legislation, Toll Rules and contractual terms of the System Operator as well as in the operation manual.
- 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 Stretch.
- Subscribed Toll Mode - a subscribed Toll mode is the mode where the Selected Road Stretch can be used following payment of the Toll.
- Subsequent Toll Payment Mode - a subsequent Toll payment mode is the mode where the Selected Road Stretch can be used before payment of the Toll.
- Customer Line - the customer line of the System Operator is a Customer line where information related to the Electronic Toll Collection Full Service can be obtained, where technical issues can be reported, where the callers may report transport, theft, damage or malfunction of the Board Unit Electronic Toll Collection.
- Contact Point - a Contact Point is the Point where customer services to an extended regime are provided and where the Contract on Use of Selected Road Stretches in Subsequent Toll Payment Mode as well as Subscribed Toll Mode can be concluded.
- Distribution Point - a Distribution Point is the Point where customer services are rendered by the Operator to the Toll liable Vehicle Drivers to a basic extent, particularly where the Board Unit can be obtained and commissioned. The Distribution Points are not intended for conclusion of the Contract on Use of Selected Road Stretches for Subsequent Toll Payment Mode.

- Fuel Payment Card - a Fuel payment card is the card that may be used for payment of the Toll in the Subscribed Toll Mode or the Subsequent Toll Payment Mode (hereinafter referred to as the "Fuel Card").
- Bank Payment Card - a bank payment card (either debit or credit) is a payment instrument that can be used at the Contact Points or Distribution Points to pay the Toll in favour of the Toll Collection Authority (hereinafter referred to as the "Bank Card").
- Bank Guarantee - a bank guarantee means the guarantee of a bank assuming responsibility for payment of the liabilities of the Vehicle Operator with respect to the use of the Selected Road Stretch in the Subsequent Toll Payment Mode.
- Cash collateral - Cash collateral is the depositing of funds for payment of the Toll in the Subsequent Toll Payment Mode in favour of the Toll Collection Authority and its bank account.

Chapter I.3

General information about Electronic Toll Collection Full Service

- A Toll must be paid for use of the Selected Road Stretch by engine vehicles of total weight over 3.5t or the vehicle tandems of total weight over 3.5t for cargo transport and motor vehicles for transport of more than nine persons including a driver.
- The electronic collection of the Toll for the use of the Selected Road Stretch applies to motorways, engine vehicles roads as well as parallel roads to which traffic may be bypassed or competing directly to stretches of the network. Stretches of the roads subject to the Toll are 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.
- 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 of payment transactions.
- The GNSS satellites monitor the vehicles via their Board Units with the use of time and knowledge of the mathematic model of satellite movement and from the signals received they calculate the vehicle position. As soon as 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). In the case of an area without GSM signal availability, data is accumulated in the unit and transmitted in batches when the vehicle is back in an area with GSM signal covered.
- Based on information from the Board Unit and vehicle parameters, the central information system (vehicle class, weight, number of axes, emission class) computes the Toll according to the rates specified in the Slovak Republic government Decision No. 350/2007 Coll. for definition of the Toll Rate Amount for use of the selected road stretches.
- The Toll is income of the Toll Collection Authority.

Chapter I.4

Related legislation

Directive 2006/38/EC of the European Parliament and of the Council on the charging of heavy goods vehicles for the use of certain infrastructures

Directive 2004/52/EC of the European Parliament and of the Council on the interoperability of electronic road Toll systems in the Community

Act No. 25/2007 Coll. on electronic collection of a Toll for use of the selected road stretches and on changes to and amendment of some Acts as amended by Act No.664/2007 Coll.

Decree No. xxx/2009 Coll. (Toll Rules) of the Ministry of Transport, Postal Services and Telecommunications lying down details on collection of the Toll in the sense of the authorisation provision of Act No. 25/2007 Coll.

Slovak Republic government Regulation No. 350/2007 Coll. lying down the amount of the Toll rate for use of the Selected Road Stretch

Decree No. 413/2007 Coll. of the Ministry of Transport, Postal Services and Telecommunications of the Slovak Republic defining the stretches of motorways, motor vehicle roads as well as the first class roads with the electronic Toll collection

Act No. 725/2004 Coll. on conditions for operation of vehicles in road traffic and on changes to some Acts

Act No. 639/2004 Coll. on Národná diaľničná spoločnosť

Act No.428/2004 Coll. on protection of personal data

Article II.

Authorisation to Act and Establishing Identity

Chapter II.1

Authorisation to act

- If a natural person is the Vehicle Operator, the person may act independently only in case s/he is capable of legal transactions. Should the incapability of making legal transactions be either full or restricted, only a legal representative or a guardian/legal representative appointed by a court may act on behalf of him/her.
- If a legal person is the Vehicle Operator, statutory body and/or proxy they 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 the terms and conditions specified herein.
- If a legal person is the Vehicle Operator without liability of registering to the commercial or similar register, the statutory body fully empowered thereto based on documents used for 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 principals may act on behalf of the same. Regarding the Subscribed Toll Mode, also the Vehicle Driver may act on behalf of the above under the terms and conditions specified herein.
- Only the Vehicle Operator or an authorised representative of the Vehicle Operator may in the Subsequent Toll Payment Mode conclude, amend or terminate the Contract on Use of Selected Road Stretches.
- In the sense of the clause above, the authorised representative of the Vehicle Operator must submit a written authorisation with an authenticated signature permitting the authorised representative to conclude, change or terminate the Contract on Use of Selected Road Stretches and the above must not be older than 3 months.
- Applicable provisions of this chapter shall apply in case the Vehicle Operator is owner of the vehicle or holder of the certificate on registration, who are registered in the certificate on registration and authorised to decide about the use of the vehicle.
- 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. The authorisation to use the vehicle may not be older than three months.

8. In case it is not possible to find out 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.
9. The Vehicle Driver, if s/he had an authorisation to drive the vehicle, may conclude, modify or terminate the Contract on Use of Selected Road Stretches 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. Unauthorised driving of the vehicle and associated obligations of the Vehicle Operator shall be governed by the Toll Rules.
10. In case of change to 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 change made; for details, see "Chapter IV.2" of these Conditions.

Chapter II.2

Submitted documents

1. Prior to conclusion of the Contract on Use of Selected Road Stretches the persons authorised to conclude the contract pursuant to "Chapter II.1" shall submit upon request of the System Operator the technical certificate of the vehicle or the vehicle registration certificate, ID card or passport, driving licence, an abstract from the commercial or similar register or full power of attorney for representation of the Vehicle Operator with an 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, the 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 is 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, information about natural persons authorised to act on behalf of the Vehicle Operator.
3. In case of a foreign legal entity, the Vehicle Operator shall submit an abstract from the commercial register or similar register in case of registration to the electronic Toll system at the contact or Distribution Points with a sworn translation into the official Slovak language; the sworn translation does not apply to documents made in the Czech language.
4. The System Operator or authorised persons may check the identity and correctness of the identification data based on approval by the Vehicle Operator and/or Vehicle Driver.

Article III.

Registration in the Electronic Toll System

Chapter III.1

Registration in the Electronic Toll System for vehicles liable to a Toll

1. The elementary assumption for the use of the Selected Road Stretch is conclusion of the Contract on Use of Selected Road Stretches between the Toll Collection Authority and the Vehicle Operator, particularly in writing on a form published by the System Operator for this purpose, whereas the Selected Road Stretch may be used by the Vehicle Operator or Vehicle Driver only after payment of the Toll for their use.
2. The Contract on Use of Selected Road Stretches may be concluded based on an application for registration of vehicle(s) to the Electronic Toll System.
3. In case of vehicle registration for the Subsequent Toll Payment Mode the Vehicle Operator or his/her authorised representative may register into the Electronic Toll System in one of the following ways:
 - a) submission of the application for registration of vehicle to the Electronic Toll System on the form defined by the System Operator for this mode type personally at a Contact Point or via internet portal of the System Operator or sending of the same by mail, e-mail or fax to the System Operator;
 - b) via issuer of the Fuel cards, or
 - c) via a sales representative of the System Operator.
4. In case of vehicle registration to the Electronic Toll System in the Subscribed Toll Mode the Vehicle Driver may, in the name of the Vehicle Operator, apply for vehicle registration by submission of the application for vehicle registration in the Electronic Toll Collection using the form specified by the System Operator for this mode type personally at a Contact Point or via the internet portal of the System Operator or sending of the same by mail, e-mail or fax to the System Operator.
5. A specimen of the form for application in the Electronic Toll System for both Toll payment modes is available at the Contact and Distribution Points as well as the website of the System Operator at www.emyto.sk.
6. For the purposes of registering a vehicle in the Electronic Toll System the Vehicle Operator shall provide particularly the following information upon the request of the System Operator:
 - a) business name, address of place of business in case the Vehicle Operator is a natural person / businessman; in case the Vehicle Operator is another natural person it is possible to ask for their name, surname, date of birth, residence address, nationality, ID card number or passport;
 - b) name or business name and registered office in case the Vehicle Operator is a legal person;
 - c) name and surname, date of birth, nationality and residential address of the Vehicle Driver or authorised representative;
 - d) ID card or passport number of the Vehicle Driver or authorised representative and ID number of the driving licence of the Vehicle Driver;
 - e) ID number of the Vehicle Operator if assigned or similar information equivalent in another country;
 - f) tax ID of the Vehicle Operator if assigned;
 - g) data on registration of the Vehicle Operator in a commercial or similar register if registered therein;
 - h) registration number of the vehicle and country where the vehicle is registered;
 - i) category of vehicle according to a specific directive;
 - j) total weight of the vehicle, number of axes and emission class of the vehicle;
 - k) information whether the vehicle is modified or fitted with a device that could impair the function of the board unit;
 - l) assumed total length of the Selected Road Stretch planned to be covered by the vehicle in one-off use of the Selected Road Stretch or assumed total length during a selected time period in repeated use of the Selected Road Stretch;
 - m) bank details of the Vehicle Operator;
 - n) contact details of the Vehicle Operator.
7. In case of Toll payment in the Subsequent Toll Payment Mode the Vehicle Operator or the authorised representative shall provide the System Operator with information about securing of the Toll payment liability according to "Chapter VI.3".
8. The Vehicle Operator shall provide information in conformity with sections 6 and 7 for all vehicles to be registered.
9. The Vehicle Operator and Vehicle Driver agree that the information provided for registration of the vehicle into the Electronic Toll System may also be used for conclusion of the Contract on provision of the Board Unit and for the purposes of sending information about services rendered in conformity with the Selected Road Stretch.
10. The Vehicle Operator, his/her authorised representative and, in the Subscribed Toll Mode the Vehicle Driver, is responsible for the correctness of registration information provided. In case the registration information is not correct, incomplete or changed before the conclusion of the Contract on Use of Selected Road Stretches, the Vehicle Operator, Authorised Representative, and in the Subscribed Toll Mode the Vehicle Driver, shall be required to inform about the correction, amendment or change to the registration information to the System Operator at the moment of concluding the Contract on Use of Selected Road Stretches at the latest.

Chapter III.2

Registration of vehicles exempted from the Toll

1. The vehicles exempted from the Toll are specified in Act No. 25/2007 Coll. on electronic Toll collection for use of selected stretches of roads.
2. The Vehicle Operators required for registration in the Electronic Toll System are those with vehicles:
 - a) armed forces or civil units of a sending country for the purposes of performing service obligations;
 - b) emergency units of the integrated emergency system according to Act No. 129/2002 Coll. on integrated emergency system, as amended by Act No. 579/2004 Coll.,
 - c) the Toll Collection Authority;

- d) vehicles used for maintenance of the Selected Road Stretch;
- e) of an entity delegated by the Toll Collection Authority (the System Operator) used for electronic Toll collection and inspection of the Electronic Toll Collection, vehicles of the customs administration.
3. The Vehicle Operator with a vehicle exempted from the Toll must apply to the System Operator for registration of the vehicle in the Electronic Toll System before use of the Selected Road Stretch exclusively at a Contact Point by filling in a registration form for exempted vehicles, which is available at the website of the System Operator (www.emyto.sk).
4. For registration of the vehicle exempted from the Toll, the Vehicle Operator must submit the following registration data:
 - a) business name, address of place of business in case the Vehicle Operator is a natural person / businessman; in case the Vehicle Operator is another natural person it is possible to ask for their name, surname, date of birth, residence address, nationality, ID card number or passport;
 - b) name or business name and registered office in case the Vehicle Operator is a legal person;
 - c) registration number of the vehicle and country where the vehicle is registered;
 - d) contact details of the Vehicle Operator.
5. When registering the vehicle exempted from the Toll, the System Operator will receive documents identifying the person of the Vehicle Operator exempted from the Toll as well as documents showing reasons for the exemption of the vehicle. Should the exemption from the Toll be either time or space restricted, the Vehicle Operator must define the time and place to which the exemption from the Toll applies to the vehicle.
6. The Vehicle Operator with a vehicle exempted from the Toll is not liable to pay the Toll during the term of the exemption for use of the Selected Road Stretch and to fit a Board Unit to the vehicle.
7. The vehicles exempted from Toll liability should undergo inspection by Toll police and demonstrate the reasons for exemption.

Article IV.

Contract on Use of Selected Road Stretches

Chapter IV.1

Conclusion of the contract

1. Following the registration data provided, the Toll Collection Authority will conclude the Contract on Use of Selected Road Stretches with the Vehicle Operator.
2. The Contract on Use of Selected Road Stretches may be concluded in the following modes:
 - a) subscribed Toll, or
 - b) subsequent Toll payment.
3. The Contract on Use of Selected Road Stretches 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 approved by the Toll Collection Authority of which a list is available at the website portal (www.emyto.sk),
 - c) via a sales representative of the System Operator.
4. The Contract on Use of Selected Road Stretches in the Subscribed Toll Mode may be concluded by the Vehicle Operator and/or the Vehicle Driver personally at the Contact or Distribution Points.
5. Prior to conclusion of the Contract on Use of Selected Road Stretches the persons authorised to enter into the Contract pursuant to these Conditions shall provide the System Operator with documents listed in "Chapter II.2" to verify the registration data and data required for conclusion of the Contract.
6. Substantial details of the Contract on Use of Selected Road Stretches are:
 - a) identification data of the parties and information about the vehicle(s) according to "Chapter III.1",
 - b) 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;
 - c) information about Toll payment mode;
 - d) information about payment of the Toll within the selected Toll payment mode.
7. The Contract on Use of Selected Road Stretches with the Subsequent Toll Payment Mode includes in addition to details listed in clause 6 of this chapter:
 - a) maturity of the invoice is 14 days unless agreed otherwise with the Toll Collection Authority;
 - b) the way of securing the Toll payment liability according to "Chapter VI.3",
 - c) information about the way of securing the Toll payment liability (type of collateral, provider of the collateral, amount of the collateral, term of Electronic Toll Collection validity);
 - d) information about the expected term of the Selected Road Stretch used during the billing period for each vehicle eligible to the Subsequent Toll Payment Mode;
 - e) information about the amount of the bank guarantee for securing the Toll liability payment, issuing bank, date of issue, term of the bank guarantee and potential prolongation of the bank guarantee; or
 - f) amount of the Cash Collateral; or
 - g) information about the issuer of the Fuel card;
 - h) contact data of the person responsible for billing and payment of the Vehicle Operator;
 - i) obligation of fixed installation of the Board Unit in the vehicle.
8. In case a Vehicle Operator has a vehicle registered in the Electronic Toll System with a Board Unit attached with Toll arrears outstanding with respect to the vehicle, the Toll Collection Authority may reject a proposal of the Vehicle Operator for conclusion of a new Contract on Use of Selected Road Stretches or a proposal for change to the Contract on Use of Selected Road Stretches with the Subsequent Toll Payment Mode.
9. The Vehicle Operator is responsible for the correctness and truthfulness of data contained in the Contract on Use of Selected Road Stretches.

Chapter IV.2

Change to the contract

1. Change to the Contract on Use of Selected Road Stretches in the Subsequent Toll Payment Mode can be effected by the Vehicle Operator or Authorised Representative at a Contact Point or via the issuer of the Fuel cards under the same conditions that applied to the conclusion of the same.
2. Change to the Contract on Use of Selected Road Stretches in the Subscribed Toll Mode can be effected also by the Vehicle Driver at a Contact or Distribution Point.
3. The Vehicle Operator, his/her Authorised Representative or the Vehicle Driver (in case of the Subscribed Toll Mode) shall be obliged to inform of any changes to the System Operator within five days at the latest from the date when the changes either occurred or were known to them.
4. Change to total weight of the vehicle, vehicle category 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. Changes to the number of vehicle axes and change of the vehicle to a tandem vehicle is registered as communicated by setting the Board Unit accordingly.
5. The System Operator will register changes to the Electronic Toll System without undue delay and in case substantial sections of the Contract on Use of Selected Road Stretches are changed, an amendment to the Contract on Use of Selected Road Stretches will be submitted to the Vehicle Operator and/or the Vehicle Driver.
6. Neither the Vehicle Operator nor Vehicle Driver are authorised to use the Selected Road Stretch with the vehicle until receipt of confirmation of the change made to the Electronic Toll System by the System Operator and/or until conclusion of an amendment to the Contract on Use of Selected Road Stretches. This does not apply when change to data results in reduction of the Toll rate or exemption of the vehicle from the Toll.
7. 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 Vehicle Driver in the Subscribed Toll Mode, shall apply for re-registration in the Electronic Toll System before use of the Selected Road Stretch and provide the System Operator with the registration data.
The original Vehicle Operator shall return the Board Unit and cover any and all liabilities towards the Toll Collection Authority and/or the System Operator. Provisions of clause 8 of "Chapter IV.1" shall apply in case of failure to perform as mentioned above.
8. In case of any change to data of the technical certificate or vehicle registration certificate, the Vehicle Operator, his/her Authorised Representative and, Vehicle Driver in case of the Subscribed Toll Mode, shall apply for a new registration of the vehicle in the Electronic Toll System; for conclusion of a new Contract on Use of Selected Road Stretches.
9. In cases of change (deleting, adding) a vehicle or parameters related to the vehicle, the Contract on Use of Selected Road Stretches shall be modified only in the sections applicable to the vehicles.

Chapter IV.3
Termination of the contract

1. The Contract on Use of Selected Road Stretches shall terminate six months from recording of the last Toll transaction by the Board Unit attached to the vehicle. Termination of the Contract on Use of Selected Road Stretches also terminates the Contract on provision of the Board Unit.
2. If, based on the Contract on Use of Selected Road Stretches, the Vehicle Operator may use the Selected Road Stretch by more vehicles he/she owns, the Contract on Use of Selected Road Stretches shall cease to apply after six months from recording of 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 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.
3. Return of a functional and damage-free Board Unit including any accessories thereto defined in the Board Unit operation manual terminates the Contract on Use of Selected Road Stretches as a whole or in the section applicable to a vehicle to which the Board Unit was assigned.
4. The Contract on Use of Selected Road Stretches ceases to exist upon written termination of the Contract by any of the parties. The notice period is one month. The termination notice may be delivered by mail only and the notice period commences from the beginning of the calendar month following the month of delivery of the notice to the System Operator's office.

Article V
Toll Tariff

Chapter V.1
Toll Rate

1. The Toll Rate for the use of the Selected Road Stretch is defined in the Slovak Republic government Regulation No. 350/2007 Coll. The Toll Rate is converted from Slovak Crowns to EUR in the sense of Euro Currency Introduction in the Slovak Republic Act No. 659/2007 Coll. Current Toll Rates are published by the System Operator at the website portal (www.emyto.sk).
2. The Toll Rate for 1 km of driven distance of the Selected Road Stretch is determined for the vehicle categories:
 - a) from 3.5t to 12t of total vehicle weight or a vehicle tandem for cargo transport regardless the number of axes;
 - b) from 3.5t to 12t of total vehicle weight for transport of more than nine persons including the driver regardless the number of axes;
 - c) 12t and more of total vehicle weight or a tandem vehicle for transport of more than nine persons including the driver regardless the number of axes;
 - d) 12t and more of total vehicle weight or a tandem vehicle for cargo transport according to the number of axes;
3. The Toll Rate is determined for all vehicles from 3.5t and more of total weight according to EURO emission class.

Chapter V.2
Rules for calculation of the Toll

The Toll Rules determine the following rules applicable to calculation and collection of Toll in some specific cases of use of the Selected Road Stretch:

1. The Selected Road Stretch can be used in both directions, which are charged separately based on the record on use in the Electronic Toll System. The Selected Road Stretch may be divided into more sections where the Selected Road Stretch may be either entered or left (hereinafter referred to as the "sub-stretch").
2. The Toll is due at full amount for the whole Selected Road Stretch regardless the real distance driven by the vehicle or number of sub-stretches used within one Selected Road Stretch and based on the applicable Toll Rate.
3. Calculation of the Toll for the use of the Selected Road Stretch is carried out according to the act and specific directives, whereas:
 - a) a vehicle may not use any sub-stretch of the Selected Road Stretch twice without repeated payment of the Toll for use thereof;
 - b) a vehicle entering the Selected Road Stretch and stopping therein later or leaving thereof without the use of all sub-stretches of the Selected Road Stretch may use all unused sub-stretches without additional charge within 12 hours following the entry of the vehicle to the Selected Road Stretch;
 - c) a vehicle that re-enters the same Selected Road Stretch after leaving the Selected Road Stretch after the term specified in section b) above or which stops for more than the term specified in section b) in the Selected Road Stretch, is liable for repeated charging of the Selected Road Stretch;
 - d) a vehicle that starts using the Selected Road Stretch in the opposite direction is subject to re-charging for the use of the Selected Road Stretch and provisions a) to c) shall apply for the use thereof.

Chapter V.3
Alternate method for calculation of the Toll

If it is impossible to calculate or charge the Toll electronically or based on data obtained electronically or if it is impossible to enter the Contract on Use of Selected Road Stretches at a Contact or Distribution Point, the System Operator shall determine the Toll rate in an alternate method for allowing the vehicle to drive in the Selected Road Stretch as follows:

1. The Vehicle Operator and/or Vehicle Driver shall provide the following data to the System Operator:
 - a) vehicle registration number;
 - b) vehicle category;
 - c) total weight of the vehicle, number of axes and emission class of the vehicle;
2. The System Operator will calculate and charge the Toll for a 50 km distance on the Selected Road Stretch with the use of the relevant Toll Rate applicable to the vehicle and allow the Vehicle Driver to drive to the nearest Contact or Distribution Point.
3. The System Operator shall issue a payment confirmation to be used by the Vehicle Operator and/or driver at the moment and place of inspection carried out by a person authorised for this purpose.
4. The Vehicle Operator and/or Vehicle Driver shall stop at the nearest Contact or Distribution Point where the Toll will be paid electronically or shall conclude the Contract on Use of Selected Road Stretches.

Article VI
Payment of the Toll and payment instruments

1. The Vehicle Operator is liable for payment of the Toll and the same applies to the Vehicle Driver at the moment and place of inspection.
2. Extraordinarily for the purposes of authorisation to use the Selected Road Stretch, the Toll payment condition is regarded met:
 - a) in a case when the vehicle is registered in the Subscribed Toll Mode, by crediting the relevant amount of the subscribed Toll to the Toll Collection Authority's account, whereas crediting of the sum is meant also an authorisation of the payment by an authorisation centre in case of payment by a bank or Fuel card or payment of the relevant amount in cash at a Contact or Distribution Point;
 - b) in a case when the vehicle is registered in the Subsequent Toll Payment Mode the Selected Road Stretch may be used only when the Vehicle Operator provided a security for the Toll payment according to "Chapter VI.3" and at the same time the Vehicle Operator is not in arrears with payment of any Toll liability based from the Contract on Use of Selected Road Stretches. (For the purposes of these Conditions, an invoice is regarded as paid upon crediting the relevant sum to the Toll Collection Authority's bank account.)

Chapter VI.1
Payments in the Subscribed Toll Mode

1. For payments in the Subscribed Toll Mode, the Toll may be paid as follows:
 - a) in cash at a Contact or Distribution Point;

- b) by Bank card at a Contact or Distribution Point, whereas the Bank card must be approved by the System Operator. The list of accepted Bank cards is published on the internet website of the System Operator (www.emyto.sk);
 - c) by Fuel card at a Contact or Distribution Point, the issuer of which is approved by the System Operator. The list of accepted Fuel cards is published on the internet website of the System Operator (www.emyto.sk);
 - d) by wire transfer, bank transfer of the deposit directly into the Toll Collection Authority's bank account with the use of a payment order;
2. Payment by the bank and 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 card issuer, the Vehicle Operator and/or Vehicle Driver shall effect payment in a different way as mentioned above.
 3. The following limits are determined in payment of the Toll:
 - a) Minimum amount of one-off payment of subscribed Toll in cash is EUR 50;
 - b) Maximum amount of one-off payment of subscribed Toll in cash is EUR 600;
 - c) Maximum amount of one-off Toll subscription, which can be effected by the bank or Fuel card, is determined by the maximum limits specified by the card issuers;
 - d) Maximum cumulative amount of the Toll subscription made in cash, by bank/Fuel card or combination thereof must not exceed EUR 1,000 for one vehicle;
 - e) Minimum balance of the Toll subscription is EUR 12.
 4. If the Toll subscribed equals or is lower than the minimum balance of the Toll subscription specified, the Board Unit indicates the limit according to the operation manual of the Board Unit to the Vehicle Operator and/or Vehicle Driver. Based on the indication of low Toll subscription balance the Vehicle Operator and/or Vehicle Driver should arrive at the nearest Distribution Point and subscribe the Toll or leave the Selected Road Stretch.
 5. If the Toll subscription balance reveals the Vehicle Operator and/or Vehicle Driver did not pay for the Toll, a Toll Supplementary Payment will be made out for payment. The Toll Supplementary Payments are published by the System Operator at the website portal (www.emyto.sk).
 6. Unused subscribed Toll (overpayment) is returned back to the Vehicle Operator and/or Vehicle Driver only after the Contract on Use of Selected Road Stretches expires.
 7. Unused subscribed Toll paid in cash and/or by Bank card shall be returned by the Toll Collection Authority to the bank account of the Vehicle Operator or in cash at a Contact and Distribution Point. Overpayments not exceeding EUR 100 are only paid in cash. Overpayments over this limit are returned only to the bank account of the Vehicle Operator and no EUR 100 is paid in cash.
 8. Unused subscribed Toll paid by the Fuel card will be returned by the Toll Collection Authority to the bank account of the Vehicle Operator only.
 9. Bank fees associated with the return of unused subscribed Toll in cash shall be paid by the Vehicle Operator and/or Vehicle Driver according to the tariff of fees as published on the Internet website of the System Operator (www.emyto.sk).
 10. In case the Vehicle Operator and/or Vehicle Driver do not agree with amount of the unused subscribed Toll, complaint procedures specified in "Article IX" shall be used.
 11. In case of lost, stolen or an 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 therefore, no Toll payments made by the card are refunded.

Chapter VI.2
Payments in the Subsequent Toll Payment Mode

1. In the Subsequent Toll Payment Mode, payments of the Toll (invoices) can be effected as follows:
 - a) wire transfer directly to the account of the Toll Collection Authority;
 - b) collection transfer from account of the Vehicle Operator;
 - c) via issuers of the Fuel cards;
 - d) by Bank card at a Contact Point, whereas the Bank card must be approved by the System Operator. The list of accepted Bank cards is published on the internet website of the System Operator (www.emyto.sk);
 - e) by Fuel card at a Contact Point, the issuer of which is approved by the System Operator. The list of accepted Fuel cards is published on the internet website of the System Operator (www.emyto.sk);
 - f) in cash at a Contact Point.
2. In case of payment of the Toll (invoice) by wire transfer, the Vehicle Operator shall identify the payment by variable field and specific field mentioned on the invoice being paid. In case of payment of the Toll 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;SX:XXXXXXXXXX.
3. In case of payment of the invoice by collection, the Vehicle Operator shall arrange for the collection order according to the payment schedule setting the collection payments issued by the System Operator. The Vehicle Operator shall inform the Toll Collection Authority about a bank account where the Toll Collection Authority may affect collection for payment of the Toll or of monthly payments.
4. In case of payment of the invoice via the issuers of Fuel cards the Toll Collection Authority sends an invoice to the Vehicle Operator; this invoice is indicative only and the Vehicle Operator does not pay for the invoice.
5. The Toll Collection Authority has the right to reject the Fuel card at any time from the list of approved cards. In case of rejection of the Fuel card the Vehicle Operator is informed by the Board Unit that indicates the same according to the operation manual for the Board Unit.
6. In case of rejection of the Fuel card from the list of approved cards the Vehicle Operator shall arrange a new form of securing the liability for payment of the Toll by one of the methods specified in "Chapter VI.3" or all vehicles assigned to the Fuel card as security for payment of the Toll shall leave all Selected Road Stretches.
7. Payment for the Toll must be credited to the Toll Collection Authority's bank account on the maturity date of each invoice at the latest; otherwise, provisions of "Chapter VI.4" shall apply.

Chapter VI.3
Securing of liability for payment of the Toll

1. Prior to conclusion of the Contract on Use of Selected Road Stretches in the Subsequent Toll Payment Mode the Vehicle Operator and/or Authorised Representative shall provide the Toll Collection Authority an option for securing Toll payment liability. The Toll payment liability may be effected as follows:
 - a) a bank guarantee;
 - b) a Cash Collateral;
 - c) via an issuer of the Fuel cards.
2. The security of Toll payment liability shall last for the term of the Contract on Use of Selected Road Stretches and must secure liabilities for all vehicles contained therein
3. The minimum amount of the bank guarantee and Cash Collateral is determined by the System Operator depending on the category, total weight, number of axes and emission class of the vehicle, Toll rate, assumed number of covered kilometres on the Selected Road Stretch, duration of clearance period, deadlines for maturity of invoices and number of vehicles specified in the Contract on Use of Selected Road Stretches.
4. The following formula is used for calculation of the minimum amount of the bank guarantee and Cash Collateral:

$$BZ = T * PV * KM * (ZO + 2 * DD + 3),$$

where

<i>BZ:</i>	bank guarantee
<i>T:</i>	Toll rate (recommended using the highest vehicle rate specified in the Contract)
<i>PV:</i>	number of vehicles
<i>KM:</i>	assumed average mileage/vehicle/day
<i>ZO:</i>	term of clearance period (30 days, constant value)
<i>DD:</i>	agreed maturity of invoices (14 days as standard)

5. In case of securing the Toll payment liability by a bank guarantee, the latter must be issued by a bank selected by the Vehicle Operator in favour of the Toll Collection Authority, exclusively on the form defined by the System Operator and at the amount defined by the formula specified above at least. The minimum validity of a bank guarantee is 18 months. A form for the bank guarantee is available at Contact Points and the Internet website portal of the System Operator (www.emyto.sk).
6. The Toll Collection Authority has the right to review the bank guarantee submitted and inform the Vehicle Operator about acceptance or rejection thereof while giving reasons for the rejection.

7. In case of securing the Toll payment liability by a Cash Collateral, the Vehicle Operator shall pay the minimum calculated amount according to the formula mentioned above before conclusion of the Contract on Use of Selected Road Stretches in favour of the Toll Collection Authority's bank account by wire transfer.
8. In case of change to data based on which the minimum amount of the security of the Toll payment liability is calculated; in case of insufficient coverage by the bank guarantee or Cash Collateral the Vehicle Operator or his/her Authorised Representative shall provide additional security of the Toll payment liability:
 - a) in case of additional security through change to the original bank guarantee the Vehicle Operator shall provide the Toll Collection Authority with an amendment to the issued bank guarantee and the Toll Collection Authority approved bank guarantee reflecting the changes to parameters in calculation of the minimum amount of the bank guarantee. The Toll Collection Authority subsequently informs the Vehicle Operator about acceptance or rejection while giving reasons for rejection.
 - b) in case of additional security due to a change of the original amount of Cash Collateral the Vehicle Operator shall pay additional money in favour of the Toll Collection Authority and its bank account by wire transfer reflecting the changes to parameters in calculation of the minimum amount of the bank guarantee.
9. The Toll Collection Authority informs the Vehicle Operator about an insufficient security of the Toll payment liability provided by the bank guarantee and/or Cash Collateral as follows:
 - a) in case the liability reaches 70% of the minimum bank guarantee and/or Cash Collateral in a clearing period, the Toll Collection Authority informs the Vehicle Operator via agreed communication channels;
 - b) in case the liability reaches 80% of the minimum bank guarantee and/or Cash Collateral in a clearing period, the Toll Collection Authority informs the Vehicle Operator via the Board Unit that indicates reaching of the limit according to the operation manual for the Board Unit;
 - c) in case the liability reaches 95% of the minimum bank guarantee and/or Cash Collateral in a clearing period, the Toll Collection Authority informs the Vehicle Operator by blocking all Board Units listed in the Contract on Use of Selected Road Stretches. The Board Unit indicates reaching of the limit according to the operation manual for the Board Unit.
10. Securing of the Toll payment liability via the issuers of Fuel cards is possible:
 - a) directly through the issuer of the Fuel cards who assumes the Toll payment liability at the moment of concluding the Contract on Use of Selected Road Stretches;
 - b) at Contact Points, whereas the Vehicle Operator shall submit the Fuel card physically and provide data for which vehicles the Fuel card secures the Toll payment liability before conclusion of the Contract on Use of Selected Road Stretches. The Toll Collection Authority informs the Vehicle Operator about acceptance or rejection while giving reasons for rejection of the securing via the Fuel card.
11. In case the Fuel card was blocked by the issuer of the Fuel cards, the Toll Collection Authority is authorised to block any and all Board Units where the security of the Toll payment liability is covered by the blocked card.
12. Changes to the securing of the Toll payment liability in any way as specified herein shall be communicated by the Vehicle Operator and submitted to the Toll Collection Authority for acceptance immediately, however within three days of the change at the latest. The Vehicle Operator shall arrange for validity of the bank guarantee and submit a new bank guarantee one month before expiration of the original bank guarantee at the latest or to prolong validity of the original bank guarantee or to secure the Toll payment liability otherwise.

Chapter VI.4

No payment, Toll late payment

1. The Vehicle Operator shall be liable for timely and proper payment of liabilities.
2. A proper payment is a payment containing all main identification data correctly as specified in invoice, particularly the variable field, specific field, amount and account number. No payment can be reconciled without giving the main identification data and such payment shall not be regarded as paid.
3. In case of late payment of the Vehicle Operator's liabilities, the Toll Collection Authority may charge late interest to the Vehicle Operator amounting to 0.1% of the outstanding amount per each, also commenced day of delay. In case valid legislation stipulates late interest higher than specified herein, the Toll Collection Authority shall have right for late interest according to the laws.
4. In case no liabilities are paid within three days from their maturity, the System Operator shall have the right to block all the Board Units for which no liabilities were paid, whereas the Vehicle Operator and/or Vehicle Driver is informed about such blocking by an indication shown on the Board Unit according to applicable operation manual.
5. In case of the late payment of liabilities, the System Operator shall send the first reminder to the Vehicle Operator within three business days of fruitless expiration of the liability payment date. The first reminder is due within 14 days.
6. If the Vehicle Operator does not pay for his/her liabilities after expiration of the due date of the first reminder, the System Operator shall send the second reminder to the Vehicle Operator within 30 days after fruitless expiration of the maturity of the first reminder. The second reminder is due within 14 days.
7. In case the liability is not paid by the Vehicle Operator after expiration of deadline specified in the second reminder, the System Operator shall enforce the liabilities outstanding in a judicial way and in the form of execution, if needed.
8. The Vehicle Operator shall bear all fees associated to enforcement of the liabilities as well as the related fees/expenses.
9. In case the Vehicle Operator did not pay for his/her payment liabilities stemming from the Contract entered into with relation to the use of the Selected Road Stretch as well as all amendments thereto properly and in time or if any other liability applicable to him/her in the Electronic Toll Collection system was not settled properly and if no liabilities were paid within the maturity specified by the second reminder, the System Operator shall have right apply for security of the Toll payment liability:
 - a) in case of a bank guarantee, to release and use the same in favour of the Toll Collection Authority;
 - b) in case of a Cash Collateral, to use the funds in favour of the Toll Collection Authority;
 - c) in case of Fuel card issuers, to ask the issuers for payment of the liabilities;
10. In case the liability is not covered by either the bank guarantee or the Cash Collateral, the Toll Collection Authority may proceed with judicial enforcement of the liabilities.

Chapter VI.5

Prices and payment terms

1. Fee rates associated with provision of the Electronic Toll Collection Full Service are covered in the applicable tariff of fees.
2. The prices in the tariff are specified in EUR including value added tax.
3. Payments based on the Contract on Use of Selected Road Stretches are possible only in EUR.
4. For the Subscribed Toll Mode, the service fees are charged before provision thereof, whereas the Vehicle Operator and/or Vehicle Driver will get the same only after payment of the sum applicable for the fee. For the Subsequent Toll Payment Mode the fees shall be charged by the Vehicle Operator in a monthly invoice issued by the System Operator.
5. The System Operator shall have the right to modify the tariff of fees at any time, whereas the currently applicable version of the tariff is available on the Internet website of the System Operator at (www.emyto.sk).
6. The currently applicable tariff of fees shall be used at the moment of providing a service.

Article VII.

Inspection of Adherence to the Toll Liability

Chapter VII.1

Entities authorised to inspect the Toll liability

1. The inspections of the Toll payment liability and obligations of the Vehicle Operator according to Act No. 25/2007 Coll. on electronic Toll collection for use of selected stretches of roads are carried out by entities delegated for inspection in cooperation with the Toll Police service. The persons authorised to conduct inspections are:
 - a) employees being defined as delegated persons by the Toll Collection Authority (employees of the System Operator identifying themselves by an ID card of the delegated person);
 - b) employees of the Toll Collection Authority;

2. persons delegated for inspection (supervisors) of the Toll liability, except for the uniformed Toll Police members, must identify themselves during their course of service by an ID card issued by the Ministry of Transport, Postal Services and Telecommunications. The Toll Police members prove their identity by a service ID card.
3. Inspection of the charged vehicles is carried out by the Toll Collection Authority with the use of mobile inspection units (Toll Police vehicles), stationary, and portable devices.
4. Information about the place of installation of stationary devices and places where portable inspection devices as well as the Toll Police vehicles is not to be provided by the Toll Collection Authority to a Vehicle Operator or to third persons.
5. The persons delegated for inspection may use technical equipment for recording and processing of data according to Section 6 subsection 3 and 4 of Act No.25/2007 Coll. on electronic Toll collection for use of selected stretches of roads during inspection activities.

Chapter VII.2

Obligations of inspected persons

1. The inspection pursuant to Act No. 25/2007 Coll. on electronic Toll collection for use of selected stretches of roads applies to the Vehicle Operators and also the Vehicle Drivers on the place and at the time of inspection of the Toll payment.
2. In case of doubts whether or not the vehicle is charged the supervisors may order the inspection to the extent according to Act No. 25/2007 Coll. on electronic Toll collection for use of selected stretches of roads and the Vehicle Driver of the vehicle being controlled must cooperate to the extent of the obligations applicable to the Vehicle Driver according to the Act specified above.
3. During inspection, the Vehicle Driver of the charged vehicle must:
 - a) stop the vehicle upon instruction of the Toll Police member or continue in the direction indicated by the Toll Police member;
 - b) not continue in the drive according to the instructions of the Toll Police member service if no Toll is paid for the vehicle being inspected or not paid in the correct amount;
 - c) not continue in the drive if the Vehicle Driver did not place or start the Board Unit in the vehicle, set the incorrect technical data about the vehicle in the Board Unit as required for Toll calculation and settlement, is using the Board Unit incorrectly and/or not in compliance with the Toll Rules. The Vehicle Driver may not continue in the drive if the grounds for prohibition are not removed;
 - d) submit an ID card upon request as well as the vehicle registration certificate, approval and/or permission for driving the vehicle and/or transport of cargo as required by the legislation of the Slovak Republic;
 - e) provide all documents and data required for inspection of the vehicle category, weight category and emission class for the purpose of determination of the Toll rate;
 - f) provide data about the Vehicle Operator. In case the Vehicle Driver is not registered as the Vehicle Operator in the vehicle registration certificate the Vehicle Driver must demonstrate the relationship to the Vehicle Operator and submit supporting documents for this demonstration;
 - g) submit a receipt on compliance with the Toll liability and Toll payment upon request. This does not apply to cases when the vehicle is registered in the Subsequent Toll Payment Mode and the system shows no outstanding Toll payments with respect to the vehicle or other charged vehicle of the same Toll payer;
 - h) provide explanations and other documents if needed upon request;
 - i) permit inspection of installation, location, operation, and setting of the Board Unit;
 - j) stand the vehicle in a place instructed by the Toll Police member and not to continue in the drive in case the Toll Police member has forbidden further operation;
 - k) to pay the calculated owing amount of the Toll at the place and time of the inspection;
 - l) if it is impossible to prove the real vehicle mileage covered on the Selected Road Stretch, the Vehicle Operator must pay the Toll amount applicable to 650 km of the relevant rate. In case of objections by the Vehicle Operator about the mileage covered, the Vehicle Operator shall submit supporting evidence at the place of the inspection. Supporting evidence, documents and statements submitted thereafter shall be disregarded in the calculation of the owing Toll.
4. Costs incurred to the Vehicle Driver or the Vehicle Operator during and associated with the vehicle inspection are covered by the Vehicle Operator.
5. A Vehicle Operator with an exemption from Toll, except for vehicles exempted from the Toll according to Section 4 of Act 25/2007 Coll., must submit an applicable document to prove the exemption.

Chapter VII.3

Obligations and rights of the Toll Police members

1. The Toll Police member may seize the registration certificate and the registration licence plate in case the Vehicle Driver fails to pay the Toll. In case the Vehicle Driver is not willing to surrender the licence plate, the Toll Police Member shall have the right to divest the same; damage associated with the divestiture shall be covered by the Vehicle Operator. The registration certificate and the licence plate of the vehicle shall be seized until the Toll is paid.
2. The Toll Police member shall issue a numbered confirmation about seizing of the registration certificate and/or the registration licence plate.
3. In case the Toll was paid without any doubts, the seized registration certificate and the licence plate shall be returned immediately to the Vehicle Driver or Vehicle Operator. If the Toll was demonstrably paid within 15 days from seizing the registration certificate and the vehicle licence plate the Toll Police unit which seized them, shall be responsible for returning them. If the Toll was demonstrably paid after 15 days from seizing the registration certificate and the vehicle licence plate and the vehicle is registered in Slovakia, the Police department which registers the vehicle, is responsible for the return.
4. In case the reasons for seizing the registration certificate and the vehicle licence plate remain after 15 days from seizing thereof, the Toll Police unit will send the same to the Police department that registers the vehicle.
5. In case of a vehicle not registered in Slovakia, the seized registration certificate and the vehicle licence plate remain retained at the Toll Police unit. The Toll Police unit will return the seized registration certificate and the vehicle registration plate to the Vehicle Driver or Vehicle Operator upon confirmed payment of the Toll.
6. The Toll Police members are obliged to:
 - a) perform the inspection to avoid the unreasonable keeping of persons being inspected and to limit the time of the inspection to a reasonable time required for checking inspected facts;
 - b) issue a written confirmation about the time and place of the inspection to the person inspected containing a brief description of a breach in liability or information that no breach was found during the inspection;
 - c) notify an offence found in accordance with Act No. 25/2007 Coll. on electronic Toll collection for use of the selected stretches of roads to a relevant administration body if not ticketed on the spot.

Chapter VII.4

Rights of a person delegated by the Toll Collection Authority

- A person delegated by the Toll Collection Authority has the following rights:
1. to calculate and collect an outstanding amount of the Toll (in cash or wire transfer);
 2. in case of the Toll payment, to issue a written confirmation in three copies (one for the Vehicle Driver, one for the delegated person and one for registration purposes);
 3. compare information discovered during an inspection on the spot with information in the Contract on Use of Selected Road Stretches;
 4. operate devices used for inspection of the charged vehicles and inspect whether the conditions of the vehicle and Board Unit being inspected comply with requirements applicable to the Toll collection.

Chapter VII.5

Offences

1. According to Act No.25/2007 Coll. on electronic Toll collection for use of selected stretches of roads, an offence is committed by a person who:
 - a) uses the Selected Road Stretch without payment of the Toll;
 - b) rejects payment of the Toll upon request by the delegated persons at the time and place of the inspection;
 - c) does not have an operational and correctly setup Board Unit with proper and complying data;
 - d) does not enter complete or enters false data in the Board Unit;
 - e) tampers with the Board Unit without approval; or
 - f) makes unauthorised changes to the Board Unit.

2. The offences are handled by the Toll Police member in a ticketing procedure on the spot or by administrative authorities pursuant to specific procedures.
3. Evidence on offences in the field of the Toll payment is provided by the System Operator with the use of technical devices and employees of the System Operator as well as the Toll Police member during their inspection service.
4. The fact whether a penalty was or was not paid for any Toll offence in the ticketing procedure or forwarded to an administrative authority is, without prejudice to liability for the payment of an outstanding Toll, on the spot during inspection as well as the authorisation of the Toll Police member to prohibit any further drive of the vehicle before payment of the Toll.

Chapter VII.6

Payment methods on the spot during inspection

1. Calculation and amount of the outstanding Toll for cases where a vehicle does not have a Board Unit installed or the Board Unit is not functioning shall be performed and determined by a person authorised by the Toll Collection Authority on the spot in compliance with a specific tariff rate published on the Internet website of the System Operator (www.emyto.sk).
2. Calculation and the amount of the outstanding Toll for cases where a vehicle does have a Board Unit with incorrect or cheating data shall be performed and determined by a person authorised by the Toll Collection Authority on the spot in compliance with a specific tariff rate published on the Internet website of the System Operator (www.emyto.sk).
3. If the emission class of a vehicle cannot be ascertained from the technical certificate, vehicle registration certificate or similar document submitted by the Vehicle Operator or Vehicle Driver on the spot of inspection, the emission class shall be determined from a table published on the Internet website of the System Operator (www.emyto.sk).
If the emission class cannot be determined as said above, the Euro 0 emission class is determined in the sense of the Toll Rules by the person delegated by the Toll Collection Authority.
4. The calculated outstanding or prescribed amount of the Toll payment on the spot of inspection shall be paid by the Vehicle Operator on the spot in cash, by bank or fuel card.
5. In case the amount calculated or prescribed on the spot of inspection is not paid, the same outstanding Toll payment can be effected on a Contact or Distribution Point or by bank transfer.

Chapter VII.7

Inspection vehicles

1. The Toll Police members use vehicles of the Toll Police in their service.
2. The vehicles of the Toll Police are white with a "Policia" label and fitted with a device for signalling a direction of travel or an instruction for stopping of a vehicle being controlled by the Toll Police Member. For details regarding the appearance and equipment of the Toll Police vehicles, see the specific directive.
3. The Toll Police Members are particularly responsible for the preferential and immediate inspection of vehicles, especially according to the commands from a delegated person and where the technical devices of the Electronic Toll System reveal a suspicion of breach of any of the obligations pursuant to the act on electronic Toll collection for use of selected stretches of roads or the Toll Rules decree. The Toll Police members will be informed about signalled suspicion by the System Operator employees.

Article VIII.

Communication Channels

Chapter VIII.1

Customer services

The System Operator provides the Customer services covering particularly the Vehicle Operator and Vehicle Driver service processes via the Contact and Distribution Points, Customer line and electronic channels, especially:

- a) entering into the Contract on Use of Selected Road Stretches including acceptance of collaterals;
- b) registration of vehicles;
- c) provision/receipt of the Board Units;
- d) receiving of payments;
- e) returning of collaterals;
- f) lodging and settling of complaints;
- g) drafts, production and distribution of POS materials
- h) provision of information.

Chapter VIII.2

Contact Point

A Contact Point provides the Vehicle Operator the following customer services with respect to the Contract on Use of Selected Road Stretches:

- a) entering, change to or termination of the Contract on Use of Selected Road Stretches in the Subscribed Toll Mode and registration of vehicles;
- b) entering, change to or termination of the Contract on Use of Selected Road Stretches in the Subsequent Toll Payment Mode and registration of vehicles, including receiving of Cash Collaterals or bank guarantees as a security of potential future claims;
- c) receipt of payment for the Toll in the Subscribed Toll Mode;
- d) return of an unused subscribed Toll;
- e) printing of a list of Toll transactions;
- f) provision of fixed assembly;
- g) consultancy services in the field of Electronic Toll Collection;
- h) receipt of reports on technical problems;
- i) lodging and settling of complaints, impulses and grievances;
- j) provision of information about settlement details, making duplicates of bills, resolving of questions related to the settlement;
- k) provision of information materials.

Chapter VIII.3

Distribution Point

1. A Distribution Point provides the Vehicle Operator and Vehicle Driver the following customer services with respect to the Contract on Use of Selected Road Stretches:
 - a) entering, change to or termination of the Contract on Use of Selected Road Stretches in the Subscribed Toll Mode and registration of vehicles;
 - b) receipt of credit payment for the Toll in the Subscribed Toll Mode;
 - c) return of an unused subscribed Toll in cash up to maximum amount of EUR 100;
 - d) receipt of the Toll supplement payment;
 - e) consultancy services in the field of Electronic Toll Collection;
 - f) receipt of reports on technical problems;
 - g) lodging of complaints, impulses and grievances;
 - h) provision of information materials.
2. The Distribution Point cannot be used for conclusion, change or other amendment to the Contract on Use of Selected Road Stretches in the Subsequent Toll Payment Mode.

Chapter VIII.4

Customer line

1. The Customer line (call centre) provides the Vehicle Operator and Vehicle Driver the following customer services with respect to the Contract on Use of Selected Road Stretches:
 - a) provision of information from the list of Toll transactions;
 - b) consultancy services in the field of Electronic Toll Collection;
 - c) receipt of reports on technical problems;
 - d) lodging of complaints, impulses and grievances;
 - e) provision of information about settlement details, making duplicates of bills, resolving of questions related to the settlement;
 - f) receipt of applications for information POS materials, duplicates of bills, list of Toll transactions by mail or e-mail;

2. Identification of the Vehicle Operator and/or 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 thorough verification of the caller to whom the information is provided only after responding to the control questions asked by an employee of the customer line.
5. The Customer line (call centre) is a customer phone line providing non-stop services to the Vehicle Operator and/or Vehicle Driver.

Chapter VIII.5

Internet website

1. The Internet website of the System Operator (www.emyto.sk) provides the following customer services to the Vehicle Operators and the Vehicle Drivers with respect to their Contract on Use of Selected Road Stretches:
 - a) listing of Toll transactions on screen, for print, as a CSV file for download;
 - b) sending a report about technical problems;
 - c) lodging of complaints, impulses and grievances as well as progress information;
 - d) provision of information about details of the settlement;
 - e) printing of duplicates of bills;
 - f) general information and documents.
2. Some customer services available through the user Internet website require logging in using a username and access password used to protect information against misuse by unauthorised parties.
3. Following conclusion of the Contract on Use of Selected Road Stretches the System Operator shall deliver, upon the request of the Vehicle Operator, 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 third parties and the Vehicle Operator is not authorised to provide any third person with his/her access password.
4. In case the Vehicle Operator appoints a person for handling the username and access password, the person must specifically be 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 Toll Collection Authority. In case of unauthorised access, the System Operator shall have the right to disable access of the Vehicle Operator to the user Internet website.
5. In case damage occurred to the System Operator due to a breach of the provisions contained in this chapter, the Vehicle Operator shall be liable for compensation to the full extent.
6. In case the Vehicle Operator forgets the username and/or access password, the System Operator must be informed and the later 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 the generation of the new username and/or access password according to the tariff of fees.

Article IX.

Complaints Procedures

Chapter IX.1

General provisions and terms

1. The Complaints procedures define the legal relationships between the Toll Collection Authority and Vehicle Operator and/or Vehicle Driver who is a consumer in the case of complaints related to the correctness and quality of the Electronic Toll Collection Full Service provided to the Vehicle Operator and/or Vehicle Driver.
2. The Complaints procedures shall particularly be governed by:
 - a) provisions of Section 499 of Act No. 40/1964 Coll., the Civil Code, as amended;
 - b) Act No. 250/2007 Coll. on consumer protection and on changes to the Act of the Slovak National Council No. 372/1990 Coll. on offenses, as amended.
3. For the purposes of this Complaints procedure, a complaint means a right applied by the Vehicle Operator for responsibilities of errors in the services rendered by the Toll Collection Authority, which require a certain remedy or compensation for the performance (hereinafter referred to as the "Complaint"). This Complaints procedure applies to objections of the Vehicle Operators related to inconsistencies in the settlement of the Toll and fees related therewith.
4. The Complaints procedure is visibly displayed at Contact and Distribution Points where the services are rendered to the Vehicle Operator and is also available on the Internet website of the Toll Collection Authority and System Operator (www.emyto.sk).

Chapter IX.2

Place of lodging a complaint

In the sense of this Complaints procedure, the Vehicle Operator or Authorised Representative delegated to act in the matter of the complaint (hereinafter referred to as the "Authorised Representative") may lodge a complaint in writing, personally or via the authorised access on the Internet website of the Toll Collection Authority and System Operator as follows:

- a) in writing to the registered office of the System Operator;
- b) personally at any Contact or Distribution Point, whereas the complaint must be lodged in writing;
- c) by secured connection on the Internet website of the Toll Collection Authority and System Operator;
- d) by phone via the Customer line.

Chapter IX.3

The ways of lodging and settling of the complaint

1. The complaint may be lodged exclusively using a form prepared by the System Operator for this purpose or filling in the form available on the Internet website of the System Operator. Forms for lodging a complaint are available at the Distribution and Contact Points as well as on the Internet website of the Toll Collection Authority and System Operator.
2. The complaint from the Vehicle Operator must indicate all the information and identification data as requested on the official form, such as the name and surname or business name, residential address or registered office, business ID for Electronic Toll Collection, and all documents and evidence used in support of the complained inconsistency must be attached thereto.
3. The complaint shall be regarded as lodged on the day of delivery of the written complaint to the mail room at the registered office of the System Operator or by registering the complaint after filling in the electronic form on the system based on direct authorised access on the Internet website or on the day of personal delivery of a completed form to a Contact or Distribution Point.
4. In case of lodging a complaint via the Customer Line the complaint shall be regarded as lodged upon termination of the phone call.
5. The Vehicle Operator has the right to lodge a claim within 30 days of the day he became aware of the fact being the grounds of the complaint. In case the grounds for the complaint were known to the Vehicle Driver liable to the Toll liability before the Vehicle Operator, the 30-day deadline starts on the day when the driver of the vehicle liable to Toll learnt the same.
6. Lodging a complaint means:
 - a) when delivered by mail – date of delivery of the complaint to the mail room at the registered office of the System Operator (post stamp, date of mail received);
 - 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;
 - c) on the Internet portal - lodging from the website via authorised access - the next business day following electronic delivery of the filled in complaint protocol via the authorised access;
 - d) when lodged by phone - date and time of the phone call. No written form of settlement information is required in case of a complaint by phone.
7. The System Operator reserves right not to accept the complaint:
 - a) if not lodged in the way and in a place as requested in this Complaints procedure or within the specified deadline;
 - b) if incomplete or ambiguous and the Vehicle Operator does not provide information and documents required in a written request within fourteen days of a request by the System Operator; or
 - 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 delivery of the complaint in the sense of provisions of this Complaints procedure.
2. The System Operator must settle the complaint immediately; for complex cases the complaint must be settled within five days and later settlement is permitted in reasonable cases. The deadline does not include the time required for an expert statement. However, settlement of a complaint must not take more than 30 days.
3. In case of an incomplete or ambiguous complaint, the deadline for settlement of the complaint starts on the day of providing all missing information as required.
4. The complaint procedure ends on the complaint settlement date, termination of the complaint procedure.
5. A contact person specified in the Contract 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 is lodged by phone, no written form of settlement is required. In this case, settlement of the complaint shall be regarded as ended by phone notification thereof.

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

Complaint of the Toll settlement inconsistency

1. If the Toll payer who uses the Subscribed Toll Mode for payment discovers some inconsistency in the Toll settlement, the payer may lodge a complaint thereof within 60 days of the day when the Electronic Toll System recorded the Toll transaction under complaint, however not later than 30 days from the day the Vehicle Operator learnt about the same.
2. If the Vehicle Operator, to which the complaint applies, does not learn about the grounds of the complaint earlier, the 30-day deadline for lodging a complaint starts on the day of delivery or provision of the relevant voucher (Toll settlement in the Subsequent Toll Payment Mode, credit payment receipt, Toll supplement receipt, deposit forfeiture receipt of Electronic Toll Collection) to the System Operator.
3. Should the Toll Collection Authority be liable for compensating any monetary sum based on the complaint, the payment method shall be determined adequately according to the rules of this Complaints procedure applicable to the payment of overpayments from the Subscribed Toll Mode unless agreed otherwise by and between the System Operator and the Toll payer.
4. In case of an accepted complaint regarding the amount of Toll to be paid, the System Operator has the right to return the financial amount without the possible previous rounding.
5. Should the investigation of the complaint reveal the System Operator lodged the same illegitimately and the Vehicle Operator did not pay for the Toll charged, the Toll Collection Authority shall have the right to late interest from the day of the Toll settlement complaint date.

Article X.

Transient and Final Provisions

Chapter X.1

Changes to and amendment of the conditions

1. The Toll Collection Authority has the right to unilaterally change, amend or replace these Conditions with a new one, particularly in the case of changes and amendments to Act No. 25/2007 Coll. on electronic Toll collection for use of selected stretches of roads and the Toll Rules decree based on which these Conditions have been issued.
2. In the sense of the Toll Rules, any changes to, amendments of or replacement of the Conditions become effective upon publishing thereof by the Toll Collection Authority. In case the Vehicle Operator does not agree with the change to the Conditions, the Vehicle Operator may withdraw from the Contract on Use of Selected Road Stretches within 30 days from publishing thereof. Withdrawal from the Contract is possible by the Vehicle Operator in writing only.

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 Stretch, 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 Centre, 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 approval of the Operator based on a written contract on the extent and conditions applicable to 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 identify immediately upon request by 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 to the Involved Persons is stipulated in Act No. 25/2007 Coll. on electronic collection of Toll for use of the selected road stretches and on changes to and amendment of some Acts as amended. Rejected provision of personal data results in the breach of said legislation as well as sanctions by relevant state administration bodies. Rejection of provision of personal data does not permit the conclusion of the Contract on Use of Selected Road Stretches and use of the Selected Road Stretch.

4. Similarly, the Involved Persons must be informed about the provision of personal data for the purpose of conclusion of contractual relationships pursuant to Act No. 513/1991 Coll., the Commercial Code, i.e. guidance on the voluntary or involuntary provision of personal data required; if the Involved Person decides to provide his/her personal data the Operator must inform the Involved Person based on which legislation the Operator intends to process his/her personal data; if the Involved Person is required to provide his/her personal data based on a specific act, the Operator or agent, who collects the personal data in the name of the Operator, shall inform the Involved Person about the Act stipulating this obligation and consequences of non-provision of the personal data. Particularly the following acts stipulate the obligation to provide the personal data required:
 - a) Act No. 25/2007 Coll. on electronic collection of Toll for use of the selected road stretches and on changes to and amendment of some Acts as amended
 - b) Act No. 513/1991 Coll., the Commercial Code, as amended;
5. Provisions of other generally applicable legislation is without prejudice thereof.
5. The 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 NDS, a. s. based on the written contract on the 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. on personal data protection, as amended (hereinafter referred to as "Act No. 428/2002 Coll."). The list of persons mentioned above and delegated by the agent SkyToll, a.s. is available on the website of NDS, a.s., www.ndsas.sk and SkyToll, a.s., www.skytoll.sk, as well as authorised persons delegated by the agent at the Contact and Distribution Points.
6. Personal data of the Involved Persons are divulged to:
 - a) account auditors in the sense of Act No. 466/2008 Coll. on auditors and the Slovak Chamber of Auditors, as amended;
 - b) an independent expert must be specified as determined by NDS for the purpose of effective Toll collection provided that the personal data of the Involved Persons are available to the expert;
 - c) it is necessary to define another group of persons as needed to whom the personal data will be available and based on what legislation.
7. Personal data of the Involved Persons are divulged to:
 - a) Railway Police (registered office) in the sense of 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, the personal data of the Involved Persons are provided as amended herein;
 - b) Slovak Information Service (registered office) in the sense of 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, the personal data of the Involved Persons are provided as amended herein;
 - c) criminal bodies involved in criminal proceedings particularly based on the Constitution and Criminal Code;
 - d) Attorney's Office (name, registered office) (Act on advocacy)
 - e) Execution Office (name, registered office) (Rules of Execution)
 - f) District Transport Authority (name, registered office) (Act on offences)
8. Personal data for the purpose of enforcement of trade receivables on behalf of NDS, a. s. is processed by the agents determined by the authorised persons delegated by the agent and the data is available on the Internet websites of NDS, a.s., www.ndsas.sk and SkyToll, a.s., www.skytoll.sk in the sense of these Acts, as amended:
 - a) Act No. 527/2002 Coll. on voluntary auctions;
 - b) Act No. 233/1995 Coll. on judicial executors and execution activity (Rules of Execution and on changes of and amendment to some Acts, as amended);
 - c) Act No. 513/1991 Coll. the Commercial Code;
 - d) Act No. 586/2006 Coll. on advocacy;
 - e) Section 7 subsection 4 paragraph g) of Act No. 428/2002 Coll. on personal data protection as amended (the acts mentioned above are not exhaustive and used as an example).
9. The personal data of the clients are maintained in compliance with Act No. 395/2002 Coll. on archives and registration files and on changes to and amendments of some acts and in the sense of specific acts effective in the territory of the Slovak Republic in compliance with (specify who administers the registration files, based on what legislation of Electronic Toll Collection).
10. Rights and interests protected by rights may be applied by the Involved Persons in compliance with Section 20 to 22 Act No. 428/2002 Coll.

Chapter X.3

Final provisions

1. For legal relations between the Toll Collection Authority and the Vehicle Operator or Vehicle Driver the Slovak language is used exclusively. The Slovak language version of these Conditions is binding and shall prevail over any translations of the Conditions into other languages.
2. These Conditions become binding for the Vehicle Operator and/or Vehicle Driver from the moment of sending an application for registration in the Electronic Toll System or of signing the Contract on Use of Selected Road Stretches as well as during and after the contractual relationship by and between the Toll Collection Authority and the Vehicle Operator or Vehicle Driver until full performance of all receivables and payables stemming therefrom.

Ing. Name Surname, v.r.

General Manager

Národná diaľničná spoločnosť, a.s.