

In force from 1 January 2010

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

Article I

General Provisions

Chapter I.1

Basic Provisions and Subject of Regulation

1. Národná diaľničná spoločnosť, a.s., with the registered office at Mlynské Nivy 45, 821 09 Bratislava, Slovak Republic, Company ID No.: 319 001, Tax ID No.: 2021937775, VAT ID No.: SK2021937775, recorded in the Companies Register of the District Court Bratislava I in Section: Sa, insert no.: 3518/B (hereinafter referred to as the "Toll Collection Administrator") is the company authorised to collect the Toll, based on the Act No. 25/2007 Coll. on electronic toll collection for the use of specified road sections of the road network and on the amendments and supplements to some laws as amended (hereinafter referred to as the "Act on electronic toll collection").
2. The Toll Collection Administrator, in accordance with the Toll Order as well as other provisions of relevant legal regulations, issues these General Business Terms and Conditions of the Toll Collection Administrator (hereinafter referred to as the "Terms and Conditions") regulating details in connection with the rights and obligations of the Toll Collection Administrator, Vehicle Operators, Vehicle Drivers and Operators of Vehicles exempt from the Toll at the Use of Specified Road Sections.
3. These Terms and Conditions form an inseparable part of the Contract on the Use of Specified Road Sections and were issued in accordance with the provisions of the Act on electronic toll collection, the Toll Order and other relevant legal regulations.
4. Provision and use of the On-Board Unit is governed by separate general business terms and conditions (hereinafter referred to as the "Terms and Conditions 2") issued by the System Operator.

Chapter I.2

Basic Terms

The below-stated terms used in these Terms and Conditions have the following meaning:

- a) **Toll Collection Administrator** – the toll collection administrator is Národná diaľničná spoločnosť, a.s.
- b) **Complex Service of Electronic Toll Collection** – is a service provided by the System Operator on the basis of the Contract for Complex Service of Electronic Toll Collection entered into between Národná diaľničná spoločnosť, a.s. and the System Operator.
- c) **System Operator** – the System Operator is Národná diaľničná spoločnosť, a.s. or SkyToll, a.s. as the party authorised by Národná diaľničná spoločnosť, a.s. according to Section 6(1) of the Act on electronic toll collection.
- d) **Vehicle Operator** – pursuant to Section 2(am) of the Act No. 725/2004 Coll. on the conditions of vehicles operation in the road traffic as amended, the vehicle operator is the vehicle owner or the holder of the vehicle registration certificate appointed by the vehicle owner recorded in the certificate of vehicle registration and authorised to decide on the use of the vehicle or the vehicle owner or the holder of the technical certificate of the vehicle appointed by the vehicle owner entitled to decide about the vehicle use.
- e) **Vehicle Driver** – is a driver who has the authority to drive the vehicle of the Vehicle Operator, which he/ she demonstrates by presenting the vehicle registration certificate or the vehicle technical certificate or another similar document.
- f) **Authorised Representative** – an authorised representative of the Vehicle Operator is a person authorized to act on behalf of the Vehicle Operator on the basis of a written power of attorney with officially certified signature of the principal.
- g) **Operator of a Vehicle Exempt from Toll** – is a Vehicle Operator pursuant to Section 4 of the Act on electronic toll collection.
- h) **Authorised Body** – relevant armed security forces which are, pursuant to the legal regulations in force, authorised for the control of compliance with the rights and obligations set out by the Act on electronic toll collection.
- i) **Toll** – is electronically calculated amount for the use of a Specified Road Section based on electronically collected data according to a Vehicle category.
- j) **Specified Road Sections** – are specified sections of motorways, roads for motor vehicles and parallel roads to which the traffic from the trans-European road network can be diverted or which directly compete with certain sections of this network, with electronic toll collection established in the Regulation No. 529/2009 Coll. of the Ministry of Transport, Posts and Telecommunications of the Slovak Republic, which designates sections of motorways, expressways and first class roads with electronic toll collection (hereinafter referred to as the "Regulation No. 529/2009 Coll.").
- k) **Vehicle Liable to Toll or Vehicle** – is a vehicle subject to the Toll payment, specifically a motor vehicle with a total weight exceeding 3.5 t or a vehicle train with a total weight exceeding 3.5 t designated for transport of goods and a motor vehicle enabling the transport of more than nine persons including the driver.
- l) **Total vehicle weight** – is the maximum permissible total weight of a motor vehicle and in case of vehicle train pursuant to Section 2(2)(h) of the Act No. 8/2009 Coll. on the road traffic and on the amendment of certain acts as amended; it is the maximum permissible total weight of the vehicle train.
- m) **Toll Order** – is the Regulation No. 388/2009 Coll. of the Ministry of Transport, Posts and Telecommunications of the Slovak Republic issuing the Toll Order in its valid wording.
- n) **Toll Event** – is an event that occurs after a Vehicle overpasses a Specified Road Section or part of it and is recorded by the Electronic Toll Collection.
- o) **Toll Transaction** – a toll transaction is an electronic data record created based on the evaluation and processing of a single Toll Event or a combination of multiple Toll Events. A Toll Transaction contains the date and time of the Toll Event, from which the Toll Transaction originates, the identification of the subsection of the Specified Road Section, the identification of the vehicle and the amount of Toll.
- p) **Toll Rate** – is the amount of the Toll Rate per 1 km of a driven distance of the Specified Road Section for the category of vehicles with total vehicle weight from 3.5 t and with total vehicle weight of 12 t and more and motor vehicles enabling the transport of more than nine persons including the driver as stipulated by the Decree of the Government of the Slovak Republic No. 350/2007 Coll. stipulating the amount of the Toll Rate for the use of the Specified Sections of road network (hereinafter referred to as the "Decree of the Government of the Slovak Republic No. 350/2007 Coll.").
- q) **Electronic Toll Collection** – is the set of the means of computer and telecommunication technology including software and data, which enables mainly to charge the Toll by means of technological device while the vehicle is driving without the need for stopping, slowing down its speed or without the obligation to use a certain lane and without the necessity of setting the route in advance, and it is operated by the System Operator.
- r) **On-Board Unit** – means the electronic technical equipment providing for clear identification and location of a vehicle by the Electronic Toll Collection processing data for the Electronic Toll Collection operated by the System Operator. The Vehicle Operator is required to use the On-Board Unit while driving a vehicle on the Specified Road Sections, namely in the manner governed by the Act on the electronic toll collection for the use of specified sections of the road network and on the amendment of certain acts as amended, Toll Order, Conditions 2 and the On-Board Unit Service Manual. Basic accessories intended for installation into the vehicle by the means of the cigarette lighter form an integral part of the On-Board Unit.
- s) **Fixed installation of the On-Board Unit** – connection of an On-Board Unit to the Vehicle's electrical system without the use of the so-called cigarette lighter.
- t) **Contract on the Use of Specified Road Sections** – is the Contract on the Use of Specified Road Sections entered into between the Toll Collection Administrator and the Vehicle Operator, by which the Toll Collection Administrator undertakes, after entering into the Contract on the Provision of the On-Board Unit, to enable the Vehicle Operator to use Specified Road Sections and the Vehicle Operator undertakes to pay the Toll for using the Specified Road Sections.
- u) **Contract on the Provision of the On-Board Unit** – is a contract between the System Operator and the Vehicle Operator by which the System Operator undertakes to provide the Vehicle Operator with the On-Board Unit for use against remuneration and the Vehicle Operator undertakes to pay the remuneration and provide a deposit for the provided On-Board Unit.
- v) **Prepaid Toll Regime** – is the regime in which the Vehicle Operator may use Specified Road Sections after the Toll payment.
- w) **Postpaid Toll Regime** – is the regime in which it is possible to use Specified Road Sections before the Toll payment.
- x) **Customer Service Line** – is a telephone line operated by the System Operator through which it is possible to obtain information regarding the Use of Specified Road Sections and the Toll Collection, to report technical failures, the transport of the On-Board Unit, theft, damage and incorrect functioning of the On-Board Unit as well as other information regarding the Electronic Toll Collection.
- y) **Contact Point** – is a place where customer services are provided and where, inter alia, it is possible to sign the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit in the Prepaid Toll Regime as well as in the Prepaid Toll Regime.
- z) **Distribution Point** – is a place where customer services are provided and where it is possible, inter alia, to sign the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit in the Prepaid Toll Regime. By means of Distribution Points, it is not possible to sign the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit in the Postpaid Toll Regime.
- aa) **Web portal** – is a portal (www.emyto.sk) where general information can be obtained, through secure access pages, to obtain information specific to the Vehicle Operator and to complete a registration application, which represents a proposal for entering into the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit.
- bb) **Fleet Card** – is a payment card accepted by the Toll Collection Administrator and by means of which it is possible to pay the Toll and/or by means of which the guarantee for Toll can be provided.
- cc) **Bank Card** – a payment card issued by a financial institution (a debit or a credit card) and a means of payment accepted by the Toll Collection Administrator and by which it is possible to pay the Toll to the Toll Collection Administrator at the Contact Points or Distribution Points.

- dd) **Bank Guarantee** – is a guarantee provided by a bank assuming the responsibility for the payment of the liabilities of the Vehicle Operator associated with the use of Specified Road Sections in the Postpaid Toll Regime.
- ee) **Cash Deposit** – means providing a cash deposit to as the guarantee for payment of the liabilities of the Vehicle Operator associated with the use of Specified Road Sections in the Postpaid Toll Regime in favour and to the account of the Toll Collection Administrator.

Chapter I.3

General Information about the Complex Service of Electronic Toll Collection

1. The Toll is paid for the Use of Specified Road Sections.
2. The Electronic Toll Collection for the use of Specified Road Sections involves the Specified Road Sections stated in the Regulation No. 529/2009 Coll.
3. The Electronic Toll Collection implemented on the territory of the Slovak Republic uses the combination of the GNSS system (Global Navigation Satellite System) to determine the position of a Vehicle by transmission of signals from a satellite in conjunction with the cellular mobile system CN (Cellular Network) for the communication with the central information system designated for the calculation of the Toll amount and in charge of the execution of payment transactions.
4. The On-Board Units calculate the position of a Vehicle based on the knowledge of time, the mathematical model of the GNSS satellite movement and from signals received. If the On-Board Unit discovers that the Vehicle is located on the Specified Road Sections, it transmits the identification data of the Vehicle and the identification of the Specified Road Section on which the Vehicle is located to the central information system using GSM (GPRS) services of a telecommunication operator. In case of an area without the GSM signal, the data is saved in the On-Board Unit and transmitted to the central information system immediately after the GSM signal is renewed.
5. Based on the data obtained from the On-Board Unit and the Vehicle parameters (Vehicle category, weight, number of axles, emission class), the Central Information System levies the Toll according to the Rates defined in the Decree of the Government of the Slovak Republic No. 350/2007 Coll.
6. The Toll is an income of the Toll Collection Administrator.
7. The On-Board Unit and its basic accessories, specified in the On-Board Unit Service Manual, are the property of the System Operator.

Article II

Authority to Act and Proof of Identity

Chapter II.1

Authority to Act

1. If the Vehicle Operator is a natural person, he/she acts independently. If this natural person does not have legal capacity or his/her legal capacity is restricted, his/her legal representative or a custodian appointed by the court acts on his/her behalf.
2. If the Vehicle Operator is a legal person, in the Postpaid Toll Regime, it can be represented by the statutory body and/or authorised agent on the basis of the extract from the Companies Register or a similar register and/or a person acting based on a valid power of attorney with officially verified signatures of the principals. In the Prepaid Toll Regime, it can also be represented by the Vehicle Driver in the conditions stated in these Terms and Conditions.
3. If the Vehicle Operator is a legal person not recorded in the Companies Register, but in another register stipulated by the law, in the Postpaid Toll Regime, it can be represented by the statutory body that is authorised for it based on documents on the basis of which the company was established and/or on the basis of which the company was formed or by a person acting on the basis of a valid power of attorney with officially verified signatures of the statutory body members. In the Prepaid Toll Regime, it can also be represented by the Vehicle Driver in the conditions stated in these Terms and Conditions.
4. The Contract on the Use of Specified Road Sections can be entered into, modified or terminated in the Postpaid Toll Regime exclusively by the Vehicle Operator or its Authorised Representative based on a written power of attorney with an officially verified signature that may not be older than 3 months.
5. If the Vehicle Operator is the Vehicle owner or holder of the registration certificate appointed by it recorded on the registration certificate and authorised to decide on the use of the vehicle, the above-stated provisions of this Chapter apply accordingly.
6. If the Vehicle Operator or the Vehicle Owner is a designated holder of the technical certificate not recorded on the registration certificate and is authorised to decide on the use of the Vehicle, it is obliged to submit a written confirmation authorising the Vehicle Operator or the Vehicle Driver to use the given Vehicle. The authorisation for the use of the Vehicle may not be older than 3 months.
7. If in the Prepaid Toll Regime it is not possible to ascertain the data about the Vehicle Operator from the technical certificate or from the registration certificate, the Vehicle Operator and/or the Vehicle Driver is obliged to submit an extract from the Companies Register or similar register for identification of the Vehicle Operator.
8. The Contract on the Use of Specified Road Sections in the Prepaid Toll Regime may be entered into, modified or terminated by the Vehicle Driver on behalf of the Vehicle Operator if at the time he/she has the authorisation to drive the Vehicle. The Vehicle Driver is obliged to prove the authorisation to drive the Vehicle by the technical certificate or vehicle registration certificate.
9. The obligations of the Vehicle Operator resulting from the Act on electronic toll collection and from the Toll Order are not affected even if the Vehicle Driver at the time does not have the authorisation for driving the Vehicle.
10. In case of a change of the data recorded in the Companies Register or a similar register, specifically the company name and/or the first name and surname, address, registered office/place of business, the authority to act or a similar substantial fact, the Vehicle Operator and/or the Vehicle Driver are obliged to inform the System Operator, namely latest within 5 days after the day when the change took effect, in a supportable manner or by a document proving that the change was made; the details are regulated in "Chapter IV.2" of these Terms and Conditions.

Chapter II.2

Submitted Documents

1. Before entering into the Contract on the Use of Specified Road Sections, upon a request of the System Operator, the persons authorised for entering into the Contract on the Use of Specified Road Sections according to "Chapter II.1" are obliged to submit the vehicle technical certificate or the vehicle registration certificate, valid personal ID card or passport or a similar document certifying the identity, valid driver's license, an extract from the Companies Register or a similar register or a written power of attorney for the representation of the Vehicle Operator with an officially verified signature for the purpose of verification of the registration data and entering into the Contract on the Use of Specified Road Sections. The Vehicle Operator and/or the Vehicle Driver are obliged to submit the above-stated documents also for verification with a change or termination of the Contract on the Use of Specified Road Sections as well as with obtaining information about the Toll payment balance.
2. In case of legal persons, the original of the extract from the Companies Register or a similar register that proves the authorisation for entrepreneurial activity cannot be older than 3 months. If the Vehicle Operator is not subject to recording in the Companies Register or other similar register, it is obliged to submit the deed of foundation and/or the deed of establishment proving the manner of establishment, date of formation, name, registered office and data about natural persons that are authorised to act on behalf of the Vehicle Operator.
3. The System Operator or persons appointed by it are authorised based on the consent from the Vehicle Operator and/or the Vehicle Driver to perform the verification of identity and accuracy of submitted documents as well as the identification data stated in them.

Article III

Registration in the Electronic Toll Collection

Chapter III.1

Registration of Vehicle Liable to Toll

1. The basic condition for the use of the Specified Road Sections is entering into the Contract on the Use of Specified Road Sections between the Toll Collection Administrator and the Vehicle Operator. The Contract on the Use of Specified Road Sections can be concluded based on an application for the registration in the Electronic Toll Collection.
2. In case of registration of the Vehicle for the Postpaid Toll Regime, the Vehicle Operator or its Authorised Representative can carry out the registration in the Electronic Toll Collection in one of the following ways:
 - a) submitting an application for registration in the Electronic Toll Collection on the form defined by the System Operator for this type of regime in person at a Contact Point or Distribution Point, through the Web Portal or by sending an application for registration by post, e-mail or fax to the System Operator,
 - b) through a Fleet Card issuer or
 - c) through a business representative of the System Operator.
3. In case of registration of the Vehicle in the Electronic Toll Collection in the Prepaid Toll Regime, also the Vehicle Driver can submit an application for registration on behalf of the Vehicle Operator, namely by submitting an application for the registration in the Electronic Toll Collection on the form defined by the System Operator for this type of regime in person at a Contact Point or Distribution Point or via the Web Portal of the System Operator or by sending it by post, e-mail or fax to the System Operator.
4. The sample of the form of the application for registration in the Electronic Toll Collection for both Toll payment regimes can be obtained at Contact Points and Distribution Points and it is also published by the System Operator on the Web Portal.
5. For the purpose of registration in the Electronic Toll Collection, upon a request from the System Operator, the Vehicle Operator is obliged to provide especially the following data:
 - a) the business name, place of business if the Vehicle Operator is a natural person – entrepreneur; if the Vehicle Operator is another natural person, it is possible to request the first name, surname, date of birth, home address, citizenship, personal ID card or passport number,
 - b) the name or the business name and the registered office address, if the Vehicle Operator is a legal person,

- c) the first name and surname, date of birth, citizenship and home address of the Vehicle Driver or an Authorised Representative,
 - d) the personal ID card or passport number of the Vehicle Driver or an Authorised Representative and the driver's license number of the Vehicle Driver,
 - e) the identification number of the Vehicle Operator, if assigned, or a similar corresponding datum in another country,
 - f) the TAX ID number of the Vehicle Operator, if assigned,
 - g) the information about the record of the Vehicle Operator in the Companies Register or a similar register, if it is recorded in such register,
 - h) the Vehicle registration number and the country in which the Vehicle is registered,
 - i) the Vehicle category pursuant to the Decree of the Government of the Slovak Republic No. 350/2007 Coll.,
 - j) the total Vehicle weight, number of axles and the Vehicle emission class,
 - k) the information whether the Vehicle is equipped with a device or a modification that could prevent the correct functioning of the On-Board Unit,
 - l) the estimated total length of Specified Road Sections that the Vehicle Operator plans to drive in the course of a designated time period in the Postpaid Toll Regime,
 - m) the banking details of the Vehicle Operator,
 - n) the contact details of the Vehicle Operator.
6. In case of the Toll payment in the Postpaid Toll Regime, the Vehicle Operator or its Authorised Representative will also provide information about the guarantee for toll according to "Chapter VI.3" to the System Operator.
 7. The Vehicle Operator is obliged to provide data according to points 5 and 6 of this Chapter for all Vehicles that the Vehicle Operator stated in the application for registration in the Electronic Toll Collection.
 8. The Vehicle Operator and the Vehicle Driver agree that the data provided for the registration in the Electronic Toll Collection can be used also for the purpose of entering into the Contract on the Provision of the On-Board Unit and the purpose of sending information about the provided services according to the Contract on the Use of Specified Road Sections. The consent with sending information regarding the provided services according to the Contract on the Use of Specified Road Sections can be revoked by the Vehicle Operator and the Vehicle Driver at any time by sending a written notice of revocation of the consent to the System Operator.
 9. The Vehicle Operator, its Authorised Representative and in the Prepaid Toll Regime also the Vehicle Driver are responsible for the accuracy of the data provided according to points 5 and 6. If the data provided is incorrect, incomplete or if it changes yet before entering into the Contract on the Use of Specified Road Sections, the Vehicle Operator, its Authorised Representative and in the Prepaid Toll Regime also the Vehicle Driver are obliged to announce the correction, amendment or a change of such data to the System Operator latest when entering into the Contract on the Use of Specified Road Sections.
 10. For the needs of determining the data according to point 5 (j) of the present Chapter, the Vehicle's emission class - if it cannot be found from the relevant documents - will be determined according to Section 15 Subsection 2, the third sentence of the Toll Order.

**Chapter III.2
Registration of Toll Exempt Vehicles**

1. The specification of the Toll Exempt Vehicles is stipulated in the Act on electronic toll collection.
2. A request for registration of Toll Exempt Vehicles in the Electronic Toll Collection applies to the Vehicles of:
 - a) armed forces or civil units of a dispatching country for the purpose of fulfilment of service duties,
 - b) rescue units of the integrated rescue system according to the Act No. 129/2002 Coll. on the integrated rescue system as amended,
 - c) the Toll Collection Administrator,
 - d) used for the maintenance of Specified Road Sections,
 - e) a person appointed by the Toll Collection Administrator (the System Operator) used for the Electronic Toll Collection and for the enforcement of the Electronic Toll Collection,
 - f) customs administration.
3. The Toll Exempt Vehicle Operator is obliged to request from the System Operator the registration of the Vehicle in the Electronic Toll Collection before starting to use the Specified Road Sections, exclusively at a Contact Point by filling in a registration form designated for the Toll Exempt Vehicles, which is available on the Web Portal.
4. For the purpose of the registration of a Toll Exempt Vehicle, the Toll Exempt Vehicle Operator is obliged to submit especially the following data:
 - a) the business name, address of the place of business, if the Vehicle Operator is a natural person –entrepreneur; if the Vehicle Operator is another natural person, the first name, surname, date of birth, home address, citizenship, personal ID card or passport number may be required,
 - b) the name or company name and registered office address, if the Vehicle Operator is a legal person,
 - c) the Vehicle registration number and the country in which the Vehicle is registered,
 - d) the contact details of the Vehicle Operator,
 - e) other document proving the existence of the given Vehicle Operator.
5. With the registration of a Toll Exempt Vehicle, the Toll Exempt Vehicle Operator will submit the documents proving the person of the Toll Exempt Vehicle Operator and the documents proving the reason of Toll exemption in respect to the Vehicle. If the Toll exemption of the Vehicle is limited in time or location, the Vehicle Operator is obliged to state the time and location where the Toll exemption of the Vehicle applies.
6. During the time in which the Vehicle is exempt from the Toll, the Toll Exempt Vehicle Operator is not obliged to pay the Toll for the Use of Specified Road Sections and to equip the Vehicle with the On-Board Unit.
7. Toll Exempt Vehicles are obliged to submit to examination performed by persons appointed with the performance of examination in cooperation with the Authorised Body and to prove the reason of such exemption.
8. By filling the application for registration, the Toll Exempt Vehicle Operator agrees with the general business terms and conditions of the Toll Collection Administrator and the general business terms and conditions of the System Operator and it undertakes to observe them.

Article IV.

Contract on the Use of Specified Road Sections

**Chapter IV.1
Contract Concluding**

1. Based on submitting the application for registration, the Toll Collection Administrator enters into the Contract on the Use of Specified Road Sections with the Vehicle Operator.
2. The Contract on the Use of Specified Road Sections can be concluded under:
 - a) the Prepaid Toll Regime or
 - b) the Postpaid Toll Regime.
3. The Contract on the Use of Specified Road Sections in the Prepaid Toll Regime can be concluded by the Vehicle Operator, Authorised Representative of the Vehicle Operator and/or the Vehicle Driver in person at Contact Points or Distribution Points.
4. The Contract on the Use of Specified Road Sections in the Postpaid Toll Regime can be concluded by the Vehicle Operator or its Authorised Representative:
 - a) in person at Contact Points,
 - b) via Fleet Card issuers, approved by the Toll Collection Administrator, the list of which is stated on the Web Portal,
 - c) via a business representative of the System Operator.
5. Before entering into the Contract on the Use of Specified Road Sections, the persons that are authorised to enter into the Contract on the Use of Specified Road Sections pursuant to these Terms and Conditions are obliged to submit the documents according to "Chapter II.2" to the System Operator for the purpose of verification of the registration data and the data necessary for making the Contract on the Use of Specified Road Sections.
6. Substantial particulars of the Contract on the Use of Specified Road Sections are:
 - a) the identification data of the contracting parties and the data about the Vehicle or Vehicles according "Chapter III.1"
 - b) the first name and surname, date of birth, home address, citizenship, personal ID card or passport number or the number of a similar document certifying the identity of the person concluding the Contract on the Use of Specified Road Sections on behalf of the Vehicle Operator,
 - c) information about the Toll payment regime,
 - d) information about the manner of the Toll payment in the selected Toll payment regime.
7. The Contract on the Use of Specified Road Sections with the Postpaid Toll Regime besides the particulars defined in point 6 of this Chapter includes:
 - a) the maturity of invoice, which is 14 calendar days, unless agreed otherwise with the Toll Collection Administrator,
 - b) the invoicing period defined by the System Operator, whereby a change of the invoicing period by the Vehicle Operator is not possible,
 - c) the manner of guarantee for Toll according to "Chapter VI.3",
 - d) information about the guarantee for Toll and corresponding data specifying the individual ways of the guarantee for Toll,
 - e) information about the estimated total length of the used Specified Road Sections during the invoicing period for each of the Vehicles to which the Postpaid Toll Regime applies,
 - f) the contact details of the person in charge of invoicing and payments of the Vehicle Operator,
 - g) the obligation of the Fixed Installation of the On-Board Unit in the Vehicle.
8. If the Vehicle Operator has a Vehicle registered in the Electronic Toll Collection to which an On-Board Unit was assigned and at the same time there are outstanding Toll payments recorded in respect to the Vehicle, the Toll Collection Administrator may refuse the proposal of the Vehicle Operator for entering into a new Contract on the Use of Specified Road Sections or a proposal for an amendment to the concluded Contract on the Use of Specified Road Sections with the Postpaid Toll Regime.

9. The Vehicle Operator and/or the Vehicle Driver are responsible for the accuracy and correctness of all the data stated in relation to entering into the Contract on the Use of Specified Road Sections.
10. The System Operator is authorised to use the registration data provided for the purpose of the registration of the Vehicle in the Electronic Toll Collection also for the purpose of entering into the Contract on the Provision of the On-Board Unit.

**Chapter IV.2
Contract Amendment**

1. The Vehicle Operator or its Authorized Representative may make an amendment to the Contract on the Use of Specified Road Sections in the Postpaid Toll Regime at a Contact Point or via a Fleet Card issuer with appropriate application of the provisions governing concluding of the Contract on the Use of Specified Road Sections.
2. An amendment to the Contract on the Use of Specified Road Sections in the Prepaid Toll Regime can be made also by the Vehicle Driver at a Contact Point or Distribution Point.
3. The Vehicle Operator, its Authorised Representative or in the Prepaid Toll Regime also the Vehicle Driver are obliged to announce any changes to the System Operator within 5 days at the latest after these changes occur or after learning about them.
4. The Vehicle Operator, Authorised Representative or Vehicle Driver are obliged to announce a change of the total Vehicle weight, Vehicle category and a change of the emission class to the System Operator immediately, however before entering to Specified Road Sections at the latest. A change of the number of axles of the Vehicle and a change of the Vehicle into a vehicle train is deemed to be announced at the moment of changing the setting of the On-Board Unit.
5. The System Operator will register the data changes in the Electronic Toll Collection without any unreasonable delay and if important particulars of the Contract on the Use of Specified Road Sections change, it will submit a new Contract on the Use of Specified Road Sections to the Vehicle Operator and/or the Vehicle Driver.
6. The Vehicle Operator or the Vehicle Driver are not authorised to use the Specified Road Sections by the Vehicle until receiving the confirmation of the executed change in the Electronic Toll Collection by the System Operator and/or until concluding a new Contract on the Use of Specified Road Sections. The aforesaid does not apply if the change of the data results in a decrease of the Toll Rate or Vehicle exemption from the Toll.
7. If a change of the Operator of the Vehicle registered in the Electronic Toll Collection occurs, the new Vehicle Operator, its Authorised Representative or in the Prepaid Toll Regime also the Vehicle Driver are obliged to request repeatedly the registration in the Electronic Toll Collection and to provide the System Operator with new registration data before the use of Specified Road Sections.
8. The original Vehicle Operator is obliged to return the On-Board Unit and to pay all the liabilities to the Toll Collection Administrator and/or the System Operator. If failing to meet this obligation, the provisions of point 8, Chapter IV.1 apply.
9. With a change of the data in the vehicle technical certificate or registration certificate defined in Chapter III.1, point 5 (h) through (j), the Vehicle Operator, its Authorised Representative and in case of the Prepaid Toll Regime also the Vehicle Driver are obliged to ask for a new registration of the Vehicle in the Electronic Toll Collection and subsequently to enter into a new Contract on the Use of Specified Road Sections.
10. In case of a change (taking away, adding) of the Vehicle or parameters pertaining to the Vehicle, only Annex No. 1 to the Contract on the Use of Specified Road Sections is amended.

**Chapter IV.3
Contract Termination**

1. The Contract on the Use of Specified Road Sections is terminated after 6 months after the day of recording the last Toll Transaction by the On-Board Unit assigned to the Vehicle. By the termination of the Contract on the Use of Specified Road Sections the Contract on the Provision of the On-Board Unit is also terminated.
2. If based on the Contract on the Use of Specified Road Sections the Vehicle Operator can use Specified Road Sections by several of its Vehicles, the Contract on the Use of Specified Road Sections is terminated after 6 months after the day of recording the last Toll Transaction by the On-Board Unit only in the section related to the Vehicle the On-Board Unit of which, assigned to it within the Electronic Toll Collection, did not record any Toll Transaction. By the termination of the Contract on the Use of Specified Road Sections also the Contract on the Provision of the On-Board Unit in the section which relates to the On-Board Unit, to which no Toll Transaction was recorded for the period of 6 months, is terminated.
3. The return of the operational and undamaged On-Board Unit including its accessories defined in the On-Board Unit Service Manual terminates the Contract on the Use of Specified Road Sections as a whole or in the part related to the Vehicle to which the On-Board had been assigned.
4. Each of the contracting parties can terminate the Contract on the Use of Specified Road Sections by a written notice of termination delivered to the address of the other contracting party stated in the Contract on the Use of Specified Road Sections. In that case, the Contract on the Use of Specified Road Sections is terminated after the term of notice of one month lapses. The term of notice begins to run on the first day of a calendar month following the month of delivery of the termination notice to the other contracting party.
5. According to this Chapter, the Contract on the Use of Specified Road Sections can be terminated exclusively after proper and complete settlement of all the liabilities resulting from the Contract on the Use of Specified Road Sections in the Prepaid Toll Regime. The termination of the Contract on the Use of Specified Road Sections in the Postpaid Toll Regime comes into force on the date of signing the confirmation of termination of the Contract on the Use of Specified Road Sections by the System Operator and into effect on the date of proper and complete settlement of all the liabilities resulting from the Contract on the Use of Specified Road Sections in the Postpaid Toll Regime.

Article V.

Toll Levying

**Chapter V.1
Toll Rate**

1. The amount of the Toll Rate for the use of the Specified Road Sections is defined in the Decree of the Government of the Slovak Republic No. 350/2007 Coll. The Toll Rate is converted from the Slovak Crown to the euro pursuant to the Act No. 659/2007 Coll. on the introduction of the euro currency in the Slovak Republic and on amendments and supplements to some laws in its valid wording. The current Toll rates are published by the System Operator on the Web Portal.
2. The Toll Rate per 1 km of distance travelled of a Specified Road Section is established for the Vehicle categories:
 - a) from 3.5 t to 12 t of the total weight of a vehicle or a vehicle train designated for the transport of goods regardless of the number of axles,
 - b) from 3.5 t to 12 t of the total weight of a vehicle designated for the transport of more than nine persons including the driver regardless of the number of axles,
 - c) 12 t and more of the total weight of a vehicle or vehicle train designated for the transport of more than nine persons including the driver regardless of the number of axles,
 - d) 12 t and more of the total weight of a vehicle or vehicle train designated for the transport of goods according to the number of axles.
3. The amount of the Toll Rate is established for all the vehicles of 3.5 t and more of the total weight of the Vehicle according to the Vehicle emission class EURO.

**Chapter V.2
Toll Calculation Rules**

The Toll Order establishes the following rules for the calculation and collection of the Toll in some specific cases of the use of Specified Road Sections:

1. The Specified Road Section can be used in both driving directions, which are charged separately, based on a record of its use in the Electronic Toll Collection. A Specified Road Section can be divided into several parts on which it is possible to enter into or exit from the Specified Road Section (hereinafter referred as the "subsection").
2. The Toll is paid in full amount for the whole Specified Road Section regardless of the actual distance driven by the Vehicle or the number of subsections used within the scope of one Specified Road Section and based on the corresponding Toll Rate.
3. With the calculation of the Toll for the use of a Specified Road Section, the Act on electronic toll collection and specific regulations (Decree of the Government of the Slovak Republic No. 350/2007 Coll., Regulation No. 529/2009 Coll.) are followed, whereby it applies that
 - a) the Vehicle cannot use any subsection of the Specified Road Section twice without a repeated payment of the Toll for its use,
 - b) the Vehicle that enters into a Specified Road Section and stops on it or leaves it with using all of its subsections can use all the subsections not yet used without further charging during 12 hours following the entry of this Vehicle into the relevant Specified Road Section,
 - c) the Vehicle which after exiting from a Specified Road Section enters again the same Specified Road Section after the period stated in (b) lapses or which stops on the Specified Road Section for a period longer than the period stated in (b) is subject to repeated charging for the use of this Specified Road Section,
 - d) the Vehicle that begins to use a Specified Road Section in the opposite driving direction is again subject to charging for the use of this Specified Road Section and the provisions of (a) through (c) apply to its use.

**Chapter V.3
Substitute Method of Toll Calculation**

If it is not possible to calculate the Toll electronically or on the basis of electronically obtained data, the Toll Collection Administrator calculates and collects the Toll in a substitute way, namely for the purpose of enabling the passage of the Vehicle through Specified Road Sections.

1. The Vehicle Operator and/or the Vehicle Driver is in this case obliged to provide to the System Operator the following data:
 - a) the Vehicle registration number,
 - b) the Vehicle category,

- c) the total weight of the Vehicle, the number of axles and the Vehicle emission class, namely by submitting the vehicle technical certificate and/or the vehicle registration certificate.
- The System Operator calculates and collects the Toll for the distance of 50 kilometres on the Specified Road Section applying the relevant Toll Rate for the given Vehicle and enables the Vehicle Driver to travel to the nearest Contact Point or Distribution Point.
 - The System Operator will issue a confirmation of the Toll payment which the Vehicle Operator and/or the Vehicle Driver is obliged to produce at the place and time of the enforcement execution by the Authorised Body.
 - The Vehicle Operator and/or the Vehicle Driver is obliged to stop at the nearest Contact Point or Distribution Point of his/her driving direction at which he/she will perform the actions that he/she was not able to perform at the previous Contact Point or Distribution Point.

ZO: length of invoicing period (30 calendar days, constant)
DD: invoice maturity (normally 14 calendar days)

- The amount of the minimum Bank Guarantee or Cash Deposit as the guarantee for Toll calculated according to the formula stated in point 4 of this Chapter for each Vehicle stated in the Contract on the Use of Specified Road Sections has to be in the minimum amount of EUR 600 per one Vehicle. The maximum amount of the Bank Guarantee or Cash Deposit as the guarantee for Toll is not limited.
- In case of providing the guarantee for Toll by a Bank Guarantee, this has to be issued by a selected bank of the Vehicle Operator in favour of the Toll Collection Administrator, exclusively on the form defined by the System Operator, in the minimum amount determined by the Toll Collection Administrator. The minimum term of the Bank Guarantee is 12 months, whereby it may be issued one month before signing the Contract on the Use of Specified Road Sections maximum. The Bank Guarantee form is available at Contact Points and on the Web Portal.
- The Toll Collection Administrator is entitled to evaluate the submitted Bank Guarantee and to decide on accepting or rejecting it and consequently to inform the Vehicle Operator of its acceptance or non-acceptance stating the reason for the non-acceptance.
- In case of providing the guarantee for Toll by a Cash Deposit, the Vehicle Operator is obliged before signing the Contract on the Use of Specified Road Sections to deposit the minimum amount of funds determined by the Toll Collection Administrator in favour of the Toll Collection Administrator to its account by a bank transfer or by a direct cash deposit to its account.
- If a change of data occurs based on which the minimum amount of the guarantee for Toll is calculated and/or a situation of insufficient coverage of the Bank Guarantee or the Cash Deposit occurs, the Vehicle Operator, or its Authorised Representative is obliged to provide additional guarantee for Toll as follows:
 - in case of additional guarantee through a change of the original Bank Guarantee, the Vehicle Operator is obliged to submit to the Toll Collection Administrator, on a form defined by the System Operator, an amendment to the issued Bank Guarantee accepted by the Toll Collection Administrator that has to reflect the changes of parameters in the calculation of the minimum amount of the Bank Guarantee. The Toll Collection Administrator consequently informs the Vehicle Operator of its acceptance or non-acceptance stating the reason for its non-acceptance.
 - in case of additional guarantee through a change of the original amount of the Cash Deposit, the Vehicle Operator is obliged to deposit an additional amount of funds reflecting the change of parameters in the calculation of the minimum amount of the Cash Deposit in favour of the Toll Collection Administrator to its account by a bank transfer or by a direct deposit.

Article VI. Toll Payment and Payment Methods

- The Vehicle Operator has the liability for the Toll payment and at the place and time of the execution of the payment enforcement also the Vehicle Driver.
- Exclusively for the purposes of initiation of the authorisation for the Use of Specified Road Sections, the condition of the Toll payment is deemed to be fulfilled:
 - if the Vehicle is registered in the Prepaid Toll Regime, by crediting the relevant sum of the Prepaid Toll to the Toll Collection Administrator's account, where crediting of the relevant sum is understood as the authorisation of the payment by the authorisation centre in case of the payment by a Bank Card or a Fleet Card or by the payment of the relevant sum in cash at a Contact Point or Distribution Point,
 - if the Vehicle is registered in the Postpaid Toll Regime, it is possible to use the Specified Road Section only if the Vehicle Operator provides the guarantee for toll according to Chapter VI.3 and, at the same time, the Vehicle Operator is not in delay with the fulfilment of any of the Toll payment obligations resulting from the Contract on the Use of Specified Road Sections. For the purpose of these Terms and Conditions, an invoice is deemed to be paid on the day of crediting the corresponding sum in full amount to the Toll Collection Administrator's account.

Chapter VI.1 Payments in Prepaid Toll Regime

- In the Prepaid Toll Regime, it is possible to effectuate a Toll payment in the following ways:
 - in cash at a Contact Point or Distribution Point,
 - by a Bank Card at a Contact Point or Distribution Point. The list of accepted Bank Cards is published on the Web Portal,
 - by a Fleet Card at a Contact Point or Distribution Point the issuer of which is approved by the Toll Collection Administrator. The list of accepted Fleet Cards is published on the Web Portal,
 - by a bank transfer, electronically by paying the Toll directly to the Toll Collection Administrator's account by means of a payment order.
- A payment by a Bank Card or by a Fleet Card has to be confirmed by the authorisation centre and accepted by the issuer of Bank Cards or Fleet Cards. In case of unsuccessful authorisation or non-acceptance of a payment on the side of the Bank Card or Fleet Card issuer, the Vehicle Operator and/or the Vehicle Driver is obliged to carry out the payment using one of the above-stated payment methods.
- With the Toll payment, the following limits are determined:
 - the minimum amount of one-off payment of the Prepaid Toll in cash is set to EUR 50 including VAT,
 - the minimum balance of the Prepaid Toll is set to EUR 12 including VAT.
- If the amount of the Prepaid Toll equals to or is lower than the set minimum limit of the Prepaid Toll, the On-Board Unit indicates according to the On-Board Unit Service Manual reaching of this limit to the Vehicle Operator and/or the Vehicle Driver. Based on the indication, the Vehicle Operator and/or the Vehicle Driver is obliged to visit the nearest Contact Point or Distribution Point and to prepay the Toll or to leave the Specified Road Sections.
- If upon enforcement of the Prepaid Toll balance it is discovered that the Vehicle Operator and/or the Vehicle Driver do not have the relevant Toll paid, they will be levied a supplementary Toll to be paid.
- The unused Prepaid Toll (excess payment) can be fully refunded to the Vehicle Operator and/or the Vehicle Driver only after the termination of the Contract on the Use of Specified Road Sections in accordance with these Terms and Conditions.
- The unused Prepaid Toll paid in cash and/or by a Bank Card will be refunded by the Toll Collection Administrator to the Vehicle Operator's bank account or in cash at Contact Points and Distribution Points. In case of refund in cash, the unused Prepaid Toll is refunded up to the amount not exceeding EUR 100. If the amount of an unused Prepaid Toll is over EUR 100, it is refunded in full amount to the Vehicle Operator's bank account exclusively.
- The unused Prepaid Toll that was paid by a Fleet Card will be returned by the Toll Collection Administrator exclusively to the Vehicle Operator's bank account.
- Bank fees in connection with the refund of the unused Prepaid Toll will be borne by the Vehicle Operator.
- If the Vehicle Operator and/or the Vehicle Driver does not agree with the amount of the unused Prepaid Toll, the claims procedure stated in Article IX is followed.
- If a Bank Card or a Fleet Card is lost, stolen or abused in another way and the Vehicle Operator does not have the card blocked by the card issuer, the Toll Collection Administrator is not liable for payments effectuated by such card and the Toll payments made through such unblocked card will not be refunded and they represent an income of the Toll Collection Administrator. This does not affect the settlement of liabilities resulting from the Contract on the Use of Specified Road Sections.

Chapter VI.2 Payments in Postpaid Toll Regime

- In the Postpaid Toll Regime, it is possible to carry out the payment of the Toll (invoice) in the following ways:
 - by a bank transfer directly to the Toll Collection Administrator's account,
 - via the Fleet Card issuer,
 - at Contact Points by a Bank Card, Fleet Card or in cash,
 - by a collection order.
- In case of the payment of the Toll (invoice) by a bank transfer, the Vehicle Operator is obliged to identify the payment with a variable symbol and a specific symbol that are stated on the invoice, which the Vehicle Operator is paying. If the Toll is paid by a bank transfer from abroad or if it is not possible to enter a variable and a specific symbol, the Vehicle Operator is obliged to state both symbols in the comment of the bank transfer in the following shape VS:XXXXXXXXXX; SS:XXXXXXXXXX. The invoice will also contain the maturity of the invoice, which is normally 14 calendar days.
- If the invoice is paid via Fleet Card issuers, the Toll Collection Administrator sends an invoice to the Vehicle Operator with an informative nature for the Vehicle Operator and that is not to be paid by the Vehicle Operator.
- The Toll Collection Administrator is authorised at anytime based on information from the Fleet Card issuer to update the corresponding Fleet Cards, which can be used to pay the Toll and with which the Fleet Card issuer provides for the Toll payment liability. The Vehicle Operator is informed about discarding a Fleet Card through the On-Board, which indicates the aforesaid according to the On-Board Unit Service Manual.
- The Toll Collection Administrator has the right to discard a Fleet Card from the list of accepted Fleet Cards anytime. If the Fleet Card is discarded, the Vehicle Operator is informed accordingly with sufficient amount of time in advance through the Web Portal.
- If a Fleet Card is discarded, the Vehicle Operator is obliged to provide substitute guarantee for Toll in one of the ways defined in Chapter VI.3 or is obliged to exit the Specified Road Sections with all the Vehicles in respect to which guarantee for Toll was made through the relevant Fleet Card.
- The Toll payment needs to be credited to the Toll Collection Administrator's account at the latest on the maturity date of the relevant invoice in full amount; otherwise the provisions of Chapter VI.4 apply.
- Any possible excess payments of the Toll paid will be included in the following invoicing period. If the Vehicle Operator requires the refund of an excess payment of an invoice for the Toll before the end of the following invoicing period, it has to apply for it by submitting a written request for the refund of money delivered to the System Operator. In case of a request for the refund of an excess payment in noncash form, this will be paid to the Vehicle Operator's bank account stated in the Contract on the Use of Specified Road Sections.

Chapter VI.3 Guarantee for Toll

- Before entering into the Contract on the Use of Specified Road Sections in the Postpaid Toll Regime, the Vehicle Operator or its Authorised Representative is obliged to provide the guarantee for Toll to the Toll Collection Administrator. The guarantee for Toll can be provided in the following ways:
 - a Bank Guarantee,
 - a Cash Deposit,
 - through a Fleet Card issuer.
- The guarantee for Toll has to last during the whole term of the Contract on the Use of Specified Road Sections and has to provide a guarantee for the liabilities for all the Vehicles stated therein.
- The minimum amount of a Bank Guarantee and a Cash Deposit is determined by the System Operator according to the category, the total Vehicle weight, the number of axles and the Vehicle emission class, the Toll Rate, the estimated number of kilometres driven on the Specified Road Sections, the length of invoicing period, the maturity of invoices and the number of Vehicles stated in the Contract on the Use of Specified Road Sections.
- The Toll Collection Administrator will determine the minimum amount of the Bank Guarantee or the Cash Deposit taking into account the following calculation formula:

$$Z = \sum (T * KM * (ZO + 2 * DD + 3)),$$
 Where

Z:	Bank Guarantee or Cash Deposit
Σ:	sum of guarantee for Toll for all Vehicles
T:	highest acceptable Toll Rate for given Vehicle
KM:	estimated average number of driven km/vehicle/day

Chapter VI.4 Toll Payment Omission, Delayed Toll Payment

- The Vehicle Operator is liable for timely and proper payment of the Toll or fulfilment of any other obligation pertaining to the Vehicle Operator within the Electronic Toll Collection System.
- A proper Toll payment means the payment of the Toll credited to the Toll Collection Administrator's account in accordance with the main identification data on the invoice, in particular the variable symbol, specific symbol, the Toll amount and the account number. If it is not possible to assign a payment without entering one of the main identification data, the Toll is not deemed paid. In that case, the payment will be returned to the payment remittent.
- In case of delay with the Toll payment and/or other liabilities of the Vehicle Operator, the Toll Collection Administrator is entitled to charge the Vehicle Operator for delay interests on the outstanding sum in the lawful amount stipulated by the Regulation of the Government No. 87/1995 Coll., executing some of the provisions of the Act No. 40/1964 Coll. the Civil Code as amended.
- If failing to pay the Toll and/or other liabilities even within 3 calendar days after their maturity, the System Operator is authorised to block all the On-Board Units of the Vehicle Operator being in delay with the payment of the Toll and other liabilities, whereby each blocked On-Board Unit indicates the status of blocking to the Vehicle Operator and/or the Vehicle Driver according to the On-Board Unit Service Manual. The Toll Collection Administrator is authorised to proceed according to Chapter VI.3, point 14.
- In case of a delayed payment of the Toll and/or other liabilities, the System Operator will send to the Vehicle Operator the first demand for the Toll payment, namely till the third working day after the useless expiration of the maturity of the receivable, in which it will define an additional maturity period of 14 calendar days, which is calculated from the date of maturity of the receivable.
- If even after the expiration of the maturity stated in the first demand for payment the Vehicle Operator does not pay the Toll and/or other liabilities, the System Operator will send the second demand for the Toll payment to the Vehicle Operator, namely with 30 calendar days after a useless expiration of the maturity of the receivable, whereby in the second demand for payment, it will again provide an additional maturity period of 5 calendar days after sending the second demand for payment.
- Concurrently with sending the second demand for payment, the receivable will be settled from the guarantee provided by the Vehicle Operator in the form of a Bank Guarantee or in another way upon entering into the Contract on the Use of Specified Road Sections. The Toll Collection Administrator is authorised in case of the guarantee for Toll:
 - by a Bank Guarantee, to ask for drawing it in favour of the Toll Collection Administrator's account,
 - by a Cash Deposit, to draw funds deposited in favour of the Toll Collection Administrator,
 - through Fleet Card issuers, to ask the Fleet Card issuer for the Toll payment.
- If the amount of the outstanding Toll or any other liability pertaining to the Vehicle Operator within the Electronic Toll Collection System is higher than the amount of the Bank Guarantee and/or the Cash Deposit, the Toll Collection Administrator is entitled to recover the remaining amount of the outstanding Toll or any other liability pertaining to the Vehicle Operator within the Electronic Toll Collection System through a litigation.
- If the Toll Collection Administrator, in accordance with point 7 of this Chapter, exercises its right to use the funds of the Bank Guarantee or the Cash Deposit, the Vehicle Operator is obliged to replenish these up to the original amount without any unreasonable delay after the funds drawing.

Chapter VI.5 Prices and Payment Terms

- Some customer services provided to the Vehicle Operator or the Vehicle Driver can be charged by specific fees the amount of which is stated in the valid list of fees. The list of fees forms an inseparable part of the Contract on the Use of Specified Road Sections. The provisions on the amendment to these Terms and Conditions apply to it accordingly.
- The prices in the list of fees are stated in euro including the value-added tax according to the legal regulations in force.
- All the payment within the Electronic Toll Collection System can be carried out exclusively in the EURO currency.
- In the Prepaid Toll Regime, the fees for services are charged before their provision, whereby they will be provided to the Vehicle Operator and/or the Vehicle Driver only after their proper and timely payment. In the Postpaid Toll Regime, the fees will be charged to the Vehicle Operator subsequently after the end of a relevant invoicing period in a monthly invoice issued by the System Operator.
- The System Operator is entitled to change the list of fees unilaterally, whereby the current valid version of the list of fees is published on the Web Portal.
- At the time of provision of a service, the currently valid list of fees applies.

**Article VII.
Toll Liability Fulfilment Examination**

**Chapter VII.1
Rights of Person Authorised by Toll Collection Administrator**

A Person Authorised by the Toll Collection Administrator for examination is entitled:

1. to obtain data, according to Section 6(3) of the Act on electronic toll collection, by a stationary electronic device or a mobile electronic device,
2. to provide evidence of the failure to meet the obligations resulting from the provisions of the Act on electronic toll collection,
3. at the place and time of the examination, to collect the calculated amount of the Toll,
4. if it is not possible to ascertain the actual driven distance of a Vehicle on the Specified Road Sections, to calculate the Toll from the distance of 650 km and the relevant rate,
5. to demand an explanation from the Vehicle Driver,
6. to demand a proof of payment of the Toll from the Vehicle Driver,
7. to examine the placement, operation and use of the On-Board Unit,
8. to examine the data entered in the On-Board Unit for the purpose of the Toll calculation and the Toll clearing.

**Chapter VII.2
Method of Toll Payment at Place of Examination**

1. The method of the supplementary Toll calculation and the amount of the supplementary Toll in a situation when the examined Vehicle does not have the On-Board installed or the On-Board is non-operational is ascertained at the place of examination by a person appointed by the Toll Collection Administrator according to "Chapter VII.14" point 4.
2. The method of the supplementary Toll calculation and the amount of the supplementary Toll in a situation when the inspected Vehicle has incorrect or misleading data entered in the On-Board Unit will be ascertained at the place of examination by a person appointed by the Toll Collection Administrator.
3. If it is not possible to ascertain the Vehicle emission class at the place and at the time of examination, pursuant to the Toll Order, the person appointed by the Toll Collection Administration sets the emission class of EURO 0.
4. The Vehicle Operator and/or the Vehicle Driver are obliged to pay the calculated outstanding or levied supplementary Toll at the place and time of examination in cash, by a Bank Card or Fleet Card.
5. If the calculated supplementary Toll is not paid at the place and time of examination, it is possible to pay the levied supplementary Toll at a Contact Point or Distribution Point.

**Article VIII.
Communication Channels**

**Chapter VIII.1
Customer Services**

1. The System Operator provides customer services including especially the provision of services for the Vehicle Operators and/or Vehicle Drivers generally via Contact Points, Distribution Points, the Customer Service Line and electronic channels, in particular:
 - a) entering into the Contract on the Use of Specified Road Sections including the acceptance of deposits,
 - b) Vehicles registration,
 - c) release, replacement and receipt of On-Board Units,
 - d) receipt of payments,
 - e) refund of deposits and excess payments in cash,
 - f) receipt and handling of claims,
 - g) provision of information materials,
 - h) provision of information.
2. Complete information regarding the customer services is published on the Web Portal.

**Chapter VIII.2
Contact Point**

1. A Contact Point provides the following customer services for the Vehicle Operators in connection with the Contract on the Use of Specified Road Sections:
 - a) entering into, amendment or termination of the Contract on the Use of Specified Road Sections in the Prepaid Toll Regime and the Vehicle registration,
 - b) entering into, amendment or termination of the Contract on the Use of Specified Road Sections in the Postpaid Toll Regime and the Vehicle registration, including the acceptance of Bank Guarantees as the guarantee for Toll,
 - c) receipt of payments for the Toll in the Prepaid Toll Regime,
 - d) refund of the unused Prepaid Toll in cash in a limited amount of up to EUR 100,
 - e) provision of the statement of Toll Transactions,
 - f) receipt of the supplementary Toll,
 - g) procurement of the Fixed Installation of the On-Board Unit,
 - h) consulting on the issue of Electronic Toll Collection,
 - i) receipt of reports on technical problems,
 - j) receipt and handling of complaints, claims and suggestions,
 - k) provision of information regarding the details of clearing, producing of duplicates of accounting documents, clarification of possible objections to clearing,
 - l) provision of information materials.
2. The System Operator may provide some of the customer services provided via the Contact Point also elsewhere, namely through its business representatives or Fleet Card issuers.
3. A complete list of Contact Points of the System Operator is published on the Web Portal.

**Chapter VIII.3
Distribution Point**

1. A Distribution Point provides the following services for the Vehicle Operators and/or Vehicle Drivers in connection with the Contract on the Use of Specified Road Sections:
 - a) entering into, amendment or termination of the Contract on the Use of Specified Road Sections in the Prepaid Toll Regime and the Vehicle registration,
 - b) receipt of payment for the Toll in the Prepaid Toll Regime,
 - c) refund of the unexpended Prepaid Toll in cash in a limited amount of up to EUR 100,
 - d) receipt of the supplementary Toll,
 - e) consulting on the issue of Electronic Toll Collection,
 - f) receipt of reports of technical problems,
 - g) receipt of complaints, claims and suggestions,
 - h) provision of information materials.
2. At a Distribution Point, it is not possible to enter into, amend, terminate or handle in any other way the Contract on the Use of Specified Road Sections in the Postpaid Toll Regime.
3. A complete list of the Distribution Points of the System Operator is published on the Web Portal.

**Chapter VIII.4
Customer Service Line**

1. The Customer Service Line is a customer telephone line providing customer services for the Vehicle Operators and/or the Vehicle Drivers non-stop.
2. The Customer Service Line provides the following services for the Vehicle Operators and/or the Vehicle Drivers in connection with the Contract on the Use of Specified Road Sections:
 - a) provision of information from the statement of the Toll transactions,
 - b) consulting on the issue of Electronic Toll Collection,
 - c) receipt of reports on technical problems,
 - d) receipt of complaints, claims and suggestions,
 - e) provision of information on the details of clearing, making of duplicates of accounting documents, clarification of possible objections to clearing,
 - f) receipt of requests for sending of information materials, duplicates of accounting documents, statements of Toll transactions by post or e-mail.
3. Identification of the Vehicle Operator and/or the Vehicle Driver:
Confidential information, personal data and detailed information regarding a specific account of the Vehicle Operator is provided only after the verification of the caller to which this information is provided, only on the basis of answering the identification questions to an employee of Customer Service Line.

**Chapter VIII.5
Web Portal**

1. The Web Portal provides the following services for the Vehicle Operators and/or the Vehicle Drivers in connection with the Contract on the Use of Specified Road Sections:
 - a) sending of registration data for registration in the Electronic Toll Collection,
 - b) statement of Toll transactions on a screen, in the form for print-out, in the form of a CSV file for downloading,
 - c) sending of reports on technical problems,
 - d) sending of complaints, claims and suggestions, as well as information on their states,
 - e) provision of information about details of clearing,
 - f) making of duplicates of accounting documents,

- g) general information and documents for downloading necessary for the registration and operation of the Vehicle within the Electronic Toll Collection.
2. The condition for the provision of some of the customer services stated above via the Web Portal is entering a login and a password safeguarding the information against abuse by an unauthorised person.
3. After entering into the Contract on the Use of Specified Road Sections and the Contract on the Provision of the On-Board Unit, the System Operator will deliver a login and a password for the user Web Portal to the Vehicle Operator. The Toll Collection Administrator is obliged to carry out and to apply all the security measures in order to prevent violation of the confidentiality of the login details by a third party and also, the Vehicle Operator is not authorised to give the password to a third party.
4. If the Vehicle Operator appoints another person for dealing with the login and the password, it is specifically obliged to authorise such person for their takeover and use.
5. Logins and password are non-transferable. The Vehicle Operator is responsible for the performance of all the security measures necessary to prevent any access by third parties. If an event of access by a third party or another unauthorised abuse occurs, the Vehicle Operator is obliged to inform the Toll Collection Administrator accordingly. If there is unauthorised access provided, the System Operator is authorised to suspend the access of the Vehicle Operator to the user Web Portal. The System Operator and/or the Toll Collection Administrator shall not be liable for possible damage incurred by the Vehicle Operator in case of unauthorised access and/or abuse of the Web Portal.
6. If the Vehicle Operator forgets the login and/or password, it is obliged to inform the System Operator accordingly, whereby based on its request the System Operator will generate a new login and/or a new password. The Vehicle Operator is obliged to pay the costs relating to generating a new login and/or password pursuant to the list of fees.

**Article IX.
Claims Order**

**Chapter IX.1
General Provisions and Terms**

1. The Claims Order governs the legal relations between the Toll Collection Administrator and the Vehicle Operator and/or the Vehicle Driver, who is the consumer at handling of claims regarding the correctness and quality of the Electronic Toll Collection service provided for the Vehicle Operator and/or the Vehicle Driver.
2. The Claims Order is governed by the valid legal regulations of the Slovak Republic, in particular:
 - a) the provisions of the Act No. 40/1964 Coll. the Civil Code as amended,
 - b) the provisions of the Act No. 513/1991 Coll. the Commercial Code as amended,
 - c) the Act No. 250/2007 Coll. on consumer protection and on the amendment of the Act of the Slovak National Council No. 372/1990 Coll. on offences as amended.
3. For the purposes of this Claims Order, a claim is understood as the right exercised by the Vehicle Operator and/or the Vehicle Driver based on the liability pertaining to the low-quality and/or defective provision of services by the Toll Collection Administrator requesting certain rectification or compensation for fulfillment (hereinafter referred to the "Claim"). This Claims Order also relates to Claims of the Vehicle Operators and/or the Vehicle Drivers in connection with inconsistencies in clearing of the Toll and fees related to the Toll collection.
4. The Claims Order as an inseparable part of these Terms and Conditions is also placed noticeably at Contact Points and Distribution Points and is also published on the Web Portal.

**Chapter IX.2
Basic Particulars of Claim Filing**

1. Pursuant to this Claims Order, the Vehicle Operator, or on its behalf a person authorised by it to handle the Claims procedure (hereinafter referred to as the "Authorised person"), can file a claim in writing, in person or through the authorised access to the Web Portal as follows:
 - a) in writing to the registered office of the System Operator,
 - b) in person at any Contact Point or Distribution Point, whereby the claim has to be filed in writing,
 - c) through a secured connection on the Web Portal,
 - d) through the phone, via the Customer Service Line.
2. A Claim can be filed in writing exclusively on a form issued by the System Operator for this purpose or by filling and sending a form by means of the Web Portal. The forms for Claims filing are available at Distribution Points and Contact Points as well as on the Web Portal.
3. In the written Claim, the Vehicle Operator is obliged to state the reasons of the Claim, all the particulars stated on the official form, especially the first and surname or business name, the home address or the registered office of the company, the company ID number, the number of the Contract on the Use of Specified Road Sections etc. and also to attach all the documents and evidence based on which the Claim is being filed to the Claim.

**Chapter IX.3
Method of Claim Filing and its Handling**

1. If the Claim is filed via the Customer Service Line, the Claim is regarded as filed at the moment of ending the telephone conversation.
2. The Vehicle Operator is entitled to file a Claim within 30 days after the date on which it found out about the fact which is the subject of the Claim. If the fact which is the subject of the Claim is discovered by the Vehicle Driver, to whom the fact of the Claim relates, earlier than by the Vehicle Operator, the 30-day period begins to lapse on the day on which this fact was discovered by the Vehicle Driver.
3. The System Operator reserves the right not to accept a Claim:
 - a) not filed at the place and in the manner required by this Claims Order or not filed within the designated period,
 - b) if it is incomplete and/or unclear and the Vehicle Operator even within 14 days after the delivery of an appeal from the System Operator for supplementation does not supplement the Claim with the missing data and documents stated in the written appeal for supplementation or
 - c) if the Claim involves facts to which the Claims Order does not apply.
4. The costs in connection with the Claim handling are borne by the System Operator.

**Chapter IX.4
Claim Handling Period**

1. The Claims procedure begins to lapse on the day on which the Claim is filed pursuant to the provisions of this Claims Order. Exercising the Claim means:
 - a) with postal shipments – the day of delivery of the Claim to the registry in the registered office of the System Operator (stamp, date of the received post),
 - b) with delivery in person at a Contact Point and Distribution Point – the next working day following the day of receiving the Claim at the Contact or Distribution Point,
 - c) by the Web Portal – by sending from the Portal using the authorised access – the next working day following the electronic sending of a filled claim protocol using the authorised access,
 - d) with reporting by phone – date and time of the phone call. In case of filing the Claim on the phone, the written form for handling of the final statement is not a condition.
2. The System Operator is obliged to handle the Claim immediately, in complicated cases within five working days.
3. If the Claim is incomplete and/or unclear, the period for handling the Claim begins to lapse on the day of supplementation of the missing information.
4. The Claims procedure ends on the day of handling the Claim, ending of the Claims procedure.
5. The contact person stated on the claim protocol is informed about the handling of the Claim by sending of a written statement or by its placement on the Web Portal with the direct authorised access. If the Claim is filed by phone, the written form for its handling is not a condition. With filing of the Claim on the phone, an announcement on the phone of its handling is considered to be the claim handling via a phone call.

**Chapter IX.5
Claims of Inconsistencies in Toll Clearing**

1. If the Vehicle Operator using the Prepaid Toll Regime for the Toll payment finds an inconsistency in the Toll clearing, it is entitled to file a claim regarding this fact at the latest within 60 days after the day on which the Electronic Toll Collection recorded such claimed Toll Transaction, however, not later than 30 days after the day on which the Vehicle Operator discovered the reason for filing the Claim.
2. Unless the Vehicle Operator to whom the Claim applies discovers the reasons for the Claim earlier, the 30-day period for filing the Claim begins to lapse on the date of delivery or submitting of the relevant accounting document (the Toll clearing in the Postpaid Toll Regime, a document regarding the payment of the Prepaid Toll, a document regarding the supplementary Toll payment, a document regarding guarantee forfeit and so on) to the System Operator.
3. If based on an accepted Claim the Toll Collection Administrator is obliged to refund any funds, the method of payment will be determined by appropriate application of the rules of this Claims Order regarding the refund of excess Toll payments in the Prepaid Toll Regime, unless the System Operator agrees otherwise with the Vehicle Operator.
4. In case of an accepted Claim regarding the amount of the supplementary Toll, the System Operator is entitled to refund the financial sum without the original possible round off.

**Chapter IX.6
Complaints and Disputes**

With all the complaints and disputes resulting from the Claim, it is necessary to precede in accordance with the Act No. 513/1991 Coll. the Civil Code as amended.

Article X.
Transitory and Final Provisions

Chapter X.1
Amendments to Terms and Conditions

1. The Toll Collection Administrator is authorised to amend these Terms and Conditions as well as the list of fees or to replace them with new Terms and Conditions unilaterally, in particular in case of amendments to the Act on electronic toll collection and the Toll Order, based on which these Terms and Conditions were issued. The current version of the Terms and Conditions is stated on the Web Portal of the Toll Collection Administrator and on the Web Portal.
2. Pursuant to the Toll Order, the amendments, supplements or replacement of the Terms and Conditions take effect at the moment of their publishing by the Toll Collection Administrator on its Web Portal. If the Vehicle Operator does not agree with the change of the Terms and Conditions, it may withdraw from the Contract on the Use of Specified Road Sections within the period of 30 days after their publishing. The Vehicle Operator is obliged to withdraw from the Contract on the Use of Specified Road Sections exclusively in written form sent to the address of the registered office of the System Operator.

Chapter X.2
Personal Data Processing

1. Národná diaľničná spoločnosť, a. s., registered office Mlynské Nivy 45, 821 09 Bratislava, Company ID No.: 35 919 001, recorded in the Companies Register of the District Court Bratislava I, section Sa, insert No. 3518/B (hereinafter referred to as the "Operator") is the operator of the Electronic Toll Collection Information System (hereinafter referred to as the "IS"), in which personal data of the Vehicle Operators (legal persons, including personal data of natural persons representing these legal persons and natural persons) and the Vehicle Drivers (hereinafter referred to as the "Involved Persons") is processed for the purpose of Electronic Toll Collection for the Use of Specified Road Sections.
2. Authorised Persons of the Intermediary SkyToll, a.s. with the registered office in Westend Square, Lamačská cesta 3/A, 841 04 Bratislava, Company ID No.: 44 500 734, recorded in the Companies Register of the District Court Bratislava I in Section: Sa, insert No. 4646/B, or persons appointed by the Intermediary with the approval of the Operator based on a written contract on the scope and terms and conditions of personal data processing or a written authorisation, entered into in accordance with Section 5(2) of the Act No. 428/2002 Coll. on personal data protection as amended (hereinafter referred to as the „Act No. 428/2002 Coll.“) who obtain personal data, for example their employees, will immediately identify themselves with the written authorisation from SkyToll, a.s., their service card and/or identity card at the request of persons involved.
3. The obligation of the persons involved to provide personal data results from the Act on electronic toll collection. The refusal to provide personal data results in the impossibility to enter into the Contract on the Use of Specified Road Sections and therefore in the impossibility to use the Specified Road Sections.
4. The obligation to provide the required personal data is established especially by the following acts:
 - a) the Act on electronic toll collection,
 - b) the Toll Order,
 - c) the Act No. 513/1991 Coll. the Commercial Code as amended.The provisions of other generally binding legal regulations are not thereby affected.
5. The personal data of persons involved is obtained for the above-stated purpose on behalf of the Operator by persons authorised by the Intermediary SkyToll, a. s. with the approval of the Operator based on a written contract on the scope and terms and conditions of personal data processing or a written authorisation, entered into according to Section 5(2) of the Act No. 428/2002 Coll.
6. The list of all the intermediaries according to Section 5(2) and other terms of personal data processing according to Section 10 of the Act No. 428/2002 Coll. is published and updated from time to time on the Web Portal.
7. The personal data of persons involved is provided in compliance with special legal regulations, mainly the Act No. 428/2002 Coll., on electronic toll collection and other related regulations.
8. Personal data is not published.
9. Persons involved are entitled to exercise the rights and interests protected by law in compliance with the provisions of Sections 20 to 22 of the Act No. 428/2002 Coll.

Chapter X.3
Final Provisions

1. The legal relations not governed by these Terms and Conditions or the Contract on the Use of Specified Road Sections are governed by legal regulations of the Slovak Republic in force, in particular the Act on electronic toll collection, the Act No. 513/1991 Coll. the Commercial Code as amended and the Act No. 40/1964 Coll. the Civil Code as amended.
2. By signing the Contract on the Use of Specified Road Sections, the Vehicle Operator, Vehicle Driver and/or Authorised Representatives agrees with recording of phone calls to the Customer Service Line for the purpose of Claims handling, obtaining the personal data by copying, scanning or other recording of official documents on the information media and declares at the same time that before signing the Contract on the Use of Specified Road Sections it has been acquainted with the provisions of the present Terms and Conditions.
3. These Terms and Conditions are made in the Slovak language. In case of making other language versions of these Terms and Conditions and in case of any discrepancy, the Slovak language version shall prevail.
4. These Terms and Conditions become binding for the Vehicle Operator and/or the Vehicle Driver from the moment of filing the application for registration in the Electronic Toll Collection until complete satisfaction of mutual receivables and liabilities between the Toll Collection Administrator and the Vehicle Operator and/or the Vehicle Driver, even if this occurs only after the termination of the Contract on the Use of Specified Road Sections.
5. If any dispute arises between the Vehicle Operator and/or the Vehicle Driver and the Toll Collection Administrator in connection with the provision of the Toll Collection Service and/or these Terms and Conditions, this dispute will be handled by an appropriate Court of the Slovak Republic according to the registered office of the Toll Collection Administrator.
6. These Terms and Conditions come into force and effect on 1 January 2010.

Národná diaľničná spoločnosť, a. s.