

The Electronic Vignette Payment Collection Administrator hereby issues the following General Business Terms and Conditions in force and effect as of 6 July 2020:

## Article 1

### Basic Provisions

- 1) Národná diaľničná spoločnosť, a.s. (National Motorway Company), registered office Dúbravská cesta 14, 841 04 Bratislava, Slovak Republic, Company ID No.: 35 919 001, recorded in the Business Register of the District Court Bratislava I in Section: Sa, file no. 3518/B, based on the relevant provisions of Act No. 639/2004 Coll. on the National Motorway Company and on amending and supplementing Act No. 135/1961 Coll. on Roads (Road Act) as amended and provision of Section 8 of Act No. 488/2013 Coll. on Electronic Vignette and on amending and supplementing certain acts as amended), is the Electronic Vignette Payment Collection Administrator (hereinafter referred to as the "Electronic Vignette Payment Collection Administrator").
  - 2) The Electronic Vignette Payment Collection Administrator, in particular in accordance with the relevant provisions of Act No. 488/2013 Coll. on Electronic Vignette and on amending and supplementing certain acts as amended (hereinafter referred to as the "Act"), the Regulation of the Slovak Government no. 410/2014 Coll., establishing the amount of payment for the electronic vignette for the use of specified sections of motorways and expressways as amended (hereinafter referred to as the "Regulation"), hereby issues these General Business Terms and Conditions of the Electronic Vignette Payment Collection Administrator (hereinafter referred to as the "Terms and Conditions"), which regulate details in relation to the rights and the obligations of the Electronic Vignette Payment Collection Administrator, Vehicle Operators, Vehicle Drivers, Operator of Vehicles or Vehicle Combinations exempt from electronic vignette payment for the use of the specified sections of motorways and expressways in the Slovak Republic (hereinafter referred to as the "Specified Road Sections").
  - 3) Unless the context of these Terms and Conditions indicates otherwise, in the Terms and Conditions:
    - a) words in singular include also the plural form and words in plural also include the singular form;
    - b) provisions containing the word "approve", "approval" or "agreement" or words with similar meaning that express approval require the approval and the agreement to be executed in writing;
    - c) without unreasonable delay or without delay means within a period no longer than one that is, in the performance with due professional care, which can be fairly required from the person affected with respect to the nature of performance/duties, necessary to fulfil the obligation, and 'written' or "in writing" means hand-written, typed, printed or electronically produced and existing as a permanent record.
  - 4) The headings of the individual articles of the Terms and Conditions are only for the purpose of transparent orientation in the text of the Terms and Conditions and they shall not be used in the interpretation of individual provisions hereof.
- submit a request for registration of vehicles/vehicle combinations exempt from Electronic Vignette payment, file a claim or request adjustments in the Electronic Vignette payment records;
- c) "Mobile application" is an application intended for mobile devices by means of which it is possible especially to obtain general information, pay for Electronic Vignette, receive a "Confirmation of electronic vignette payment, simplified invoice", or a "Confirmation of electronic vignette payment, invoice" in electronic form and file a claim;
  - d) "Point of Sale" is a place that provides or shall provide customer services specified in these Terms and Conditions, most importantly a place that enables Electronic Vignette payment;
  - e) "Payment card" is a payment tool issued by a financial institution that can be used to carry out a cash-free Electronic Vignette payment. The list of payment cards accepted by the Electronic Vignette Payment Collection Administrator for the purpose of Electronic Vignette payment can be found on the Web Portal;
  - f) The Provider of the Service of collection and records of Electronic Vignette payment for the use of Specified Road Sections is the National Motorway Company and SkyToll, a. s. is the person appointed by the Electronic Vignette Payment Collection Administrator according to provision of Section 8 of the Act.
  - g) "Confirmation of the registration of vehicles/vehicle combinations exempt from electronic vignette payment" is a confirmation issued for a Customer by the Service Provider pursuant to provision of Article 7 of the Terms and Conditions;
  - h) "Confirmation of electronic vignette payment, simplified invoice" and "Confirmation of electronic vignette payment, invoice" are documents that include all the details specified by the relevant provisions of Act No. 222/2004 Coll. on Value Added Tax as amended for a simplified invoice/invoice and at the same time all the details specified by the relevant provisions of the Act for confirmation of electronic vignette payment (hereinafter jointly referred to as "Confirmation").
  - i) "Confirmation of data adjustment" is a confirmation issued for a Customer by the Service Provider based on successfully implemented changes in the Electronic Vignette payment records, which are related to a change in the license plate number of the vehicle/trailer and/or the country of the vehicle/trailer registration;
  - j) "Vehicle Operator" (in case of a Vehicle Combination "Vehicle Combination Operator") is, pursuant to provision of Section 2(5) of the Act the operator of a vehicle or a vehicle combination, who is recorded in the Vehicle Registration certificate section 1 and section 2 as the holder of the certificate or such person recorded in the vehicle registration certificate issued abroad;
  - k) "Operator of a Vehicle or Vehicle Combination exempt from electronic vignette payment" is a Vehicle/Vehicle Combination Operator pursuant to provision of Section 7 of the Act;
  - l) "Self-Serve Device" is a technical device which in terms of the Electronic Vignette payment collection system enables without staff of the Service Provider being present in particular cash-free Electronic Vignette payments;
  - m) "Vehicle Driver" (in case of Vehicle Combination "Vehicle Combination Driver") is a driver who is authorised to drive a vehicle of the Vehicle Operator, which he/she certifies by presenting the Vehicle Registration Certificate, the Vehicle Technical Registration Certificate or a similar document;
  - n) "Customer" is a Vehicle or Vehicle Combination Driver who, pursuant to the Act, is obliged to pay for the Electronic Vignette, or a Vehicle or Vehicle Combination Operator who is obliged to provide for the compliance with the Electronic Vignette payment when using the specified road sections by the vehicle or the vehicle combination, while a Customer is also any person who, using the POSs, the Customer Service Line or our electronic channels, is interested in issues related to Electronic Vignette payment or intends to carry out or carries out an Electronic Vignette payment for any Vehicle/Vehicles or Trailer/Trailers

## Article 2

### Definition of Basic Terms

The terms of the Terms and Conditions specified below shall have the following meaning, and within the Terms and Conditions they shall start with a capital letter:

- a) "Electronic Vignette" means payment of a time fee for the use of Specified Road Sections according to the Act and comes in electronic form exclusively;
- b) "Web Portal" is the website [www.eznamka.sk](http://www.eznamka.sk), where you can obtain general information, pay for Electronic Vignette, obtain a „Confirmation of electronic vignette payment, simplified invoice“, or a "Confirmation of electronic vignette payment, invoice",

regardless of his/her legal or other relationship to this Vehicle/Vehicles or Trailer/Trailers.

### Article 3

#### Electronic Vignette Payment Obligation

- 1) The specified road sections, which are marked by the relevant traffic signs and listed on the web portal of the Electronic Vignette Payment Collection Administrator, may be used only following the Electronic Vignette payment for their use:
  - a) by two-track motor vehicles or vehicle combinations up to 3.5 tons and by two-track motor vehicles of M1 category regardless of their technically permissible maximum laden mass (hereinafter referred to as "vehicle"),
  - b) by two-track vehicle combinations comprised of a motor vehicle of M1, N1 and a trailer of the O1 and O2 category if the sum of the technically permissible maximum laden mass of the motor vehicle and the technically permissible maximum laden mass of the trailer exceeds 3.5 tons (hereinafter referred to as „vehicle combination“).
- 2) In case of a vehicle combination, the amount of toll payment shall be determined from the technically permissible maximum laden mass of the motor vehicle and the technically permissible maximum laden mass of the trailer.
- 3) The obligation to pay for the electronic vignette lies with the vehicle or vehicle combination driver.
- 4) A vehicle or vehicle combination operator is obliged to ensure the compliance with the obligation of the electronic vignette payment before using the specified road sections.
  - e) contact address for delivering documents, e-mail messages, confirmations, documents and information, if available;
- 3) In case that a Customer decides to carry out/carries out a bulk payment of Electronic Vignettes using the Web Portal, besides the aforesaid details specified in item 2) of this Article of the Terms and Conditions, he is obliged to provide to the Service Provider also the following details:
  - a) the company name, the address of the place of business if the vehicle operator is a natural person - entrepreneur, or name, surname, date of birth, address of residence, and nationality if the vehicle operator is another natural person;
  - b) the company and the registered office if the vehicle operator is a legal person;
  - c) the organisation identification number (ID No.);
  - d) the tax identification number (Tax ID No.);
  - e) the value added tax identification number (VAT ID No.) and the country of the VAT ID No. registration.
- 4) Sole responsibility for the accuracy of the aforesaid data provided according to item 2) and 3) of this article lies with the customer. In case that the provided data is inaccurate and/or incomplete, the customer is obliged to notify the Service Provider of amendment, supplementation and/or adjustment of such data immediately after discovering the fact, however within 15 minutes at the latest from providing this data to the Service Provider.
- 5) In accordance with item 4) above of this Article of the Terms and Conditions, the customer is responsible for making one Electronic Vignette payment recorded in the Electronic Vignette payment records for one and unique vehicle/trailer license plate number and for one period of validity of the Electronic Vignette payment.
- 6) The Service Provider, based on the Electronic Vignette payment, shall issue a Confirmation, which, along with the details specified in the relevant provisions of Act No. 222/2004 Coll. on Value Added Tax as amended, shall also include:
  - a) the location, the date and the time of Electronic Vignette sale;
  - b) the country of vehicle registration;
  - c) the license plate number of a vehicle or a trailer of O1 and O2 category;
  - d) the vehicle type and the fact whether it is a vehicle or a trailer;
  - e) the period of the Electronic Vignette validity, the start and the end of its validity;
  - f) the name and the registered office of the Electronic Vignette Payment Collection Administrator;
  - g) contact details for delivering documents, electronic messages, confirmations, documents and information, if provided by the Customer to the Service Provider upon Electronic Vignette payment.

### Article 4

#### Electronic Vignette Payment Amount and Validity

- 1) The amount of the Electronic Vignette payment defined by the Regulation is determined based on the permissible maximum laden mass of a motor vehicle and a trailer, while the Electronic Vignette payment shall be valid for 1 year, 365 days, 30 days or 10 days regardless of the number of journeys made, namely:
  - a) 1-year vignette is valid from 1 January of the calendar year until 31 January of the following calendar year;
  - b) 365-day vignette is valid for 365 days including from the day specified by the Customer;
  - c) 30-day vignette is valid for 30 days including from the day specified by the Customer;
  - d) 10-day vignette is valid for 10 days including from the day specified by the Customer;
- 2) 1-year vignette, in case of payment in the current calendar year, is valid from the day of payment for the Electronic Vignette by the Customer (including) until 31 January of the following calendar year. The Customer can determine the start of the 365-day vignette validity within the maximum of 13 days following its payment.

### Article 5

#### Electronic Vignette Payment

- 1) Electronic Vignette payment can be made:
  - a) at Points of Sales, the list of which can be found on the Web Portal in cash and/or using a payment card;
  - b) on the Web Portal using a payment card;
  - c) by the mobile application for mobile devices using a payment card;
  - d) by means of Self-Serve Devices located especially at Points of Sale at border crossings, which are listed on the Web Portal, using a payment card.
- 2) For the purpose of Electronic Vignette payment the Customer is obliged to submit to the Service Provider the following data:
  - a) the country of vehicle registration;
  - b) the license plate number of a vehicle or a trailer of O1 and O2 category;
  - c) the vehicle type and the fact whether it is a vehicle or a trailer;
  - d) the period of the Electronic Vignette validity and the start of its validity and
- 7) The Service Provider, depending on the method of Electronic Vignette payment, shall issue/generate a Confirmation:
  - a) after receiving cash funds from the customer by the POS staff (into a cash register) or
  - b) in case of Electronic Vignette payment using a payment card, only after successful authorisation of the transaction.
- 8) In case of Electronic Vignette payment in cash, by a payment card at a POS and in case of Electronic Vignette payment by a payment card using a Self-Serve Device, the Service Provider shall issue a "Confirmation of electronic vignette payment, simplified invoice" in paper form.
- 9) In case of Electronic Vignette payment by a payment card using the Web Portal and the Mobile Applications for mobile devices, the Service Provider shall generate a "Confirmation of electronic vignette payment, simplified invoice" in electronic form, suitable for print, which shall be sent to the Customer to his/her contact address for delivery of documents/confirmations in electronic form.

- 10) In case that the Customer requires Electronic Vignette payment for several vehicles/trailers, except for the Web Portal in case of bulk Electronic Vignette payment, the Service Provider shall issue/generate for each Electronic Vignette payment a separate "Confirmation of electronic vignette payment, simplified invoice", i.e. one "Confirmation of electronic vignette payment, simplified invoice" shall always represent only one Electronic Vignette payment.
  - 11) In case of bulk Electronic Vignette payment by a payment card using the Web Portal, the Service Provider shall generate a "Confirmation of electronic vignette payment, invoice" in electronic form, suitable for print, which shall be sent to the Customer to his/her contact address for delivery of documents/confirmations in electronic form.
  - 12) The total amount of the bulk Electronic Vignette payment by a payment card is not limited by the Service Provider. The limit of the amount shall depend solely on the agreement between the Customer and his commercial bank, which administers his account and issued the relevant payment card.
- f) those vehicles that are operated by a facility for social protection of children and social guardianship under Act no. 305/2005 Coll. on Social and Legal Protection of Children and Social Curatorship and on amending and supplementing certain acts as amended;
  - g) foreign nationals exempt based on an interstate agreement on the condition of reciprocity;
  - h) historical vehicles;
  - i) vehicles of the Financial Administration.
- 2) The request for registration of vehicles and/or vehicle combinations exempt from Electronic Vignette payment can be submitted by the operator of a vehicle or a vehicle combination exempt from Electronic Vignette payment to the Service Provider, namely:
    - a) at selected Points of Sales, the list of which can be found on the Web Portal, or
    - b) directly using the Web Portal.

#### Article 6

##### Data Adjustment in Electronic Vignette Payment Records

- 1) Electronic Vignette is non-transferable between vehicles or trailers.
  - 2) Request for an adjustment in Electronic Vignette payment records can be submitted via the Web Portal and via selected Points of Sale, the list of which can be found in the Web Portal, while the data adjustment in the Electronic Vignette payment records can be carried out exclusively in case that the Vehicle/Trailer license plate number and/or country of registration changes (i.e. the Vehicle/Trailer itself or the Electronic Vignette type and validity do not change).
  - 3) For the purpose of adjusting the Vehicle/Trailer registration, the Customer is obliged to submit, in case of the Web Portal to submit in electronic form, the relevant Confirmation and the relevant documents certifying the grounds for carrying out the requested adjustment. The list of specific documents which enable to substantiate the reason for implementing the aforesaid adjustment can be found on the Web Portal.
  - 4) Based on the data adjustments implemented in the Electronic Vignette payment records, the Service Provider shall issue a Confirmation of the data adjustment for the Customer.
- 3) In terms of the request for registration of vehicles and/or vehicle combinations exempt from Electronic Vignette payment in the central records in Electronic Vignette payments, the operator of a vehicle and/or a vehicle combination exempt from electronic vignette payment is obliged to submit documents certifying the operator of the vehicle and/or the vehicle combination exempt from electronic vignette payment and the documents substantiating the grounds for the exemption. The specific documents which enable to substantiate the grounds for the exemption can be found on the Web Portal. If exemption of a vehicle or a vehicle combination from Electronic Vignette payment is time limited, the Operator of the vehicle or the vehicle combination exempt from Electronic Vignette payment shall specify the time to which the exemption of the vehicle or the vehicle combination from Electronic Vignette payment applies. In case of request for registration of a vehicle or a vehicle combination exempt from Electronic Vignette payment in the central records of Electronic Vignette payments using the Web Portal, the operator of a vehicle or a vehicle combination exempt from Electronic Vignette payment is obliged to submit the aforesaid documents in electronic form.

#### Article 7

##### Exemption from Electronic Vignette payment

- 1) The obligation of registering vehicles/vehicle combinations exempt from Electronic Vignette payment in the central records of Electronic Vignette payments applies, pursuant to the provision of Section 7 of the Act, to the following vehicles/vehicle combinations:
    - a) the basic rescue units of the integrated rescue system, voluntary fire departments of municipalities, municipal police and the Slovak Red Cross;
    - b) foreign rescue services participating at the request of state authorities
      1. of the Slovak Republic on rescue works in the event of emergencies or participating in the preparation for civil protection in the territory of the Slovak Republic,
      2. another country on rescue works in the event of emergencies, humanitarian aid or participating in the preparation for civil protection outside the territory of the Slovak Republic,
    - c) the administrators of motorways and roads owned by the government except for the concessionary;
    - d) those vehicles that are registered by a person who holds a parking pass;
    - e) those vehicles that are operated by a person who uses the vehicle to provide social services according to Act No. 448/2008 Coll. on Social Services and on amending and supplementing Act No. 455/1991 Coll. on Trade Licensing (Trade Licensing Act) as amended by Act No. 50/2012 Coll. as amended and does not provide the social services to achieve profit and he/she books this vehicle in accounts according to Act No. 431/2002 Coll. on Accounting as amended by later regulations as amended;
- 4) In terms of the request for registration according to item 3) of this Article of the Terms and Conditions, the Operator of a vehicle and/or a vehicle combination exempt from electronic vignette payment is obliged to submit the following data, in particular:
    - a) the company name, the address of the place of business if the vehicle or vehicle combination operator is a natural person - entrepreneur, or name, surname, date of birth, address of residence, nationality, ID card number or passport number if the vehicle or vehicle combination operator is other natural person;
    - b) the name or the company name and the registered office if the vehicle or vehicle combination operator is a legal person;
    - c) the vehicle license plate number and the country where the vehicle or the vehicle combination is registered;
    - d) contact details of the vehicle or vehicle combination operator, in particular contact telephone number, facsimile number and e-mail address, if available.
  - 5) Sole responsibility for the accuracy of the data provided according to item 3) and 4) of this Article of the Terms and Conditions exclusively lies with the operator of the vehicle or the vehicle combination exempt from Electronic Vignette payment. In case that the provided data is inaccurate and/or incomplete, the operator of the vehicle or the vehicle combination exempt from Electronic Vignette payment is obliged to notify the Service Provider, in the manner specified in item 2) of this Article of the

Terms and Conditions, of amendment, supplementation or adjustment of such data immediately after discovering this fact.

- 6) The Service Provider is not obliged to register vehicles/vehicle combinations exempt from Electronic Vignette payment in case that:
  - a) the registration/request for registration is not carried out in accordance with the provision of item 2) of this Article of the Terms and Conditions;
  - b) the operator of the vehicle or the vehicle combination exempt from Electronic Vignette payment does not provide the documents according to item 3) of this Article of the Terms and Conditions,
  - c) the operator of the vehicle or the vehicle combination exempt from Electronic Vignette payment does not provide the data specified in item 4) of this Article of the Terms and Conditions.
- 7) In case that the registration/request for registration of vehicles and/or vehicle combinations exempt from Electronic Vignette payment is not carried out in accordance with provision of letter a) and b) of item 2) of this Article of the Terms and Conditions and/or the documents based on which the operator of the vehicle or the vehicle combination exempt from Electronic Vignette payment demonstrates the grounds for the exemption contain data over the scope of data specified in the relevant documents published on the Web Portal, the Service Provider shall shred such delivered documents immediately - permanently without any possibility of their recovery.
- 8) The operator of a vehicle or a vehicle combination exempt from Electronic Vignette payment may submit only one request for registration of one vehicle and/or vehicle combination exempt from Electronic Vignette payment, which applies to one parking pass issued pursuant to relevant provisions of Act No. 447/2008 Coll. on Cash Benefits for Compensation of Severe Disability and on amending and supplementing certain acts as amended. In case that a Customer submits a new request for registration of a vehicle/vehicle combination exempt from electronic vignette payment that applies to a parking pass already registered in the Electronic Vignette payment records, the original registration of the vehicle and/or the vehicle combination exempt from Electronic Vignette payment shall expire as of the day on which this request is submitted.
- 9) The operator/driver of a vehicle or a vehicle combination exempt from Electronic Vignette payment may use the specified road sections only based on a confirmation issued by the Service Provider of registration of vehicles/vehicle combinations exempt from Electronic Vignette payment.
- 10) The operator of a vehicle or a vehicle combination exempt from Electronic Vignette payment is not obliged to pay for an Electronic Vignette during the period of exemption. In case that the operator of a vehicle or a vehicle combination exempt from Electronic Vignette payment paid for an Electronic Vignette before the exemption came into force and effect, this payment shall not be refunded to the operator/driver of the vehicle or the vehicle combination exempt from Electronic Vignette payment.
- 11) The Ministry of Defense of the Slovak Republic (hereinafter referred to as the "Ministry of Defense") is obliged to register in the central records of Electronic Vignette payments in a sufficient period of time in advance before the start of using the specified road sections the vehicle or the vehicle combination exempt from Electronic Vignette payment according to provision of Section 7(1)(d) of the Act providing the following data:
  - a) the planned route;
  - b) the location and the time of entering the Slovak Republic and the location and the time of exiting the Slovak Republic;
  - c) the vehicle license plate number and the country where the vehicle is registered;
- 12) In case immediately before the start of using and in the course of using the specified road sections by a vehicle or a vehicle combination exempt from electronic vignette payment according

to provision of Section 7(1)(d) of the Act a change in the data arises, the Ministry of Defense is obliged to provide amended data for registration to the Service Provider within 5 days after the change arises.

- 13) The Central Office of Labour, Social Affairs and Family provides the Vignette Payment Collection Administrator for the purposes of registration and control of registration of a vehicle or a vehicle combination exempt from electronic vignette payment according to the provision of Section 7(1)(h) the details of a natural person with a severe disability holding a parking permit. The data are provided in the scope of name and surname, date of birth, number of a parking permit and the date of issue of the parking permit

## Article 8

### Customer Services

- 1) The Service Provider provides customer services that include especially services for vehicle operators/drivers by means of Points of Sale, Self-Serve Devices, the Customer Service Line (Call Centre), Mobile Applications and the Web Portal.
- 2) Points of Sale with staff, which are listed on the Web Portal, provide the following services, in particular:
  - a) Electronic Vignette payment and issuance of the Confirmation;
  - b) receipts of payments in cash or cash-free using a payment card;
  - c) adjustments in Electronic Vignette payment records (only via selected Points of Sale, which are listed on the Web Portal), in case that the Vehicle/Trailer license plate number and/or country of registration changes (i.e. the Vehicle/Trailer itself or the Electronic Vignette type and validity do not change);
  - d) receipt of requests and documents for registering a vehicle on the list of vehicles exempt from Electronic Vignette payment (only at selected Points of Sale, which are listed on the Web Portal) and the subsequent handling of the request by the Service Provider;
  - e) provision of information about the obligation of Electronic Vignette payment, the amount of Electronic Vignette payment and the process for filing a claim.
- 3) Points of Sale at border crossings, which are listed on the Web Portal, provide the following services, in particular:
  - a) Electronic Vignette payment and issuance of the Confirmation;
  - b) receipts of payments in cash or cash-free payments using a payment card;
  - c) adjustments in Electronic Vignette payment records (only via selected Points of Sale, which are listed on the Web Portal), in case that the Vehicle/Trailer license plate number and/or country of registration changes (i.e. the Vehicle/Trailer itself or the Electronic Vignette type and validity do not change);
  - d) receipt of requests and documents for registering a vehicle on the list of vehicles exempt from Electronic Vignette payment (only at selected Points of Sale, which are listed on the Web Portal) and the subsequent handling of the request by the Service Provider;
  - e) provision of information about the obligation of Electronic Vignette payment, the amount of Electronic Vignette payment and the process for filing a claim.
- 4) Self-Serve Devices, which are listed on the Web Portal, provide the following services, in particular:
  - a) Electronic Vignette payment and issuance of the Confirmation;
  - b) receipts of cash-free payments using a payment card;
  - c) provision of general information about the obligation of Electronic Vignette payment and the amount of Electronic Vignette payment.
- 5) The Customer Service Line provides the following services, in particular:
  - a) verification of the period of validity of paid Electronic Vignettes based on the vehicle/trailer license plate number including dispatch of a confirming email message with a unique ID number of transaction, the vehicle/trailer license

- plate number and the period of validity of the paid Electronic Vignette;
- b) repeated dispatch of the Confirmation in electronic form to the Customer;
  - c) provision of information about the obligation of Electronic Vignette payment and the amount of Electronic Vignette payment;
  - d) receipt of claims, complaints and suggestions by Customers.
- 6) In a secured manner, the mobile applications provide the following services, in particular:
    - a) cash-free Electronic Vignette payment using a payment card;
    - b) issuance of Confirmation in electronic form suitable for print;
    - c) dispatch of a confirming e-mail with a unique ID number of transaction, the vehicle/trailer license plate number and the period of validity of the paid Electronic Vignette;
    - d) verification of the period of validity of paid Electronic Vignettes including dispatch of a confirming e-mail with a unique ID number of transaction, the vehicle/trailer license plate number and the period of validity of the paid Electronic Vignette;
    - e) provision of general information about the obligation of Electronic Vignette payment and the amount of Electronic Vignette payment;
    - f) receipt of claims, complaints and suggestions by Customers.
  - 7) In a secured manner, the Web Portal provides the following services, in particular:
    - a) cash-free Electronic Vignette payment using a payment card;
    - b) bulk payment of Electronic Vignettes using a payment card;
    - c) issuance of Confirmation in electronic form suitable for print;
    - d) dispatch of a confirmation e-mail with a unique ID number of transaction, the vehicle/trailer license plate number and the period of validity of the paid Electronic Vignette;
    - e) verification of the period of validity of the paid Electronic Vignette;
    - f) provision of general information about the obligation of Electronic Vignette payment and the amount of Electronic Vignette payment;
    - g) receipt of claims, complaints and suggestions by Customers;
    - h) receipt of requests for data adjustments in the Electronic Vignette payment records;
    - i) receipt of requests and documents for registering a vehicle on the list of vehicles exempt from Electronic Vignette payment and the subsequent handling of the request by the Electronic Vignette Payment Collection Administrator.
  - 8) A claim, with the exception of the aforesaid item 4) b) of this Article of the Terms and Conditions, can be implemented by filling in and sending a form on the Web Portal or using the Mobile Application for mobile devices.
  - 9) The claims process is considered initiated by due filing of a claim in accordance with item 3) and 4) of this Article of the Terms and Conditions. In case of filing a claim using the Customer Service Line, the claim is considered as filed at the moment when the telephone call ends.
  - 10) A Customer has the right to file a claim 30 days from the day on which he discovered or first may have discovered the grounds for the claim.
  - 11) The Service Provider reserves the right not to accept a claim:
    - a) if it is not filed at the location and in the manner required by this claims policy and/or not filed within the specified period;
    - b) if it is incomplete and/or unclear/anonymous and the Customer even within 14 days after delivery of the notice from the Service Provider to amend the claim does not add the missing data and documents specified in the written request for amendment or
    - c) it is related to issues to which this claims policy does not apply and/or which are related to the Electronic Vignette payment enforcement pursuant to the Act.
  - 12) Costs of the claims process until the moment of the decision shall be borne by the Service Provider - this does not apply to any costs incurred by the Customer in connection with the claims process.
  - 13) In case of not accepting a claim according to item 9) of this Article of the Terms and Conditions, the claims process is not considered as initiated.
  - 14) The claims process starts on the day of due filing of the claim pursuant to the provisions of this claims policy, which forms a part of the Terms and Conditions. The start of the claims process according to these Terms and Conditions is understood as:
    - a) on the Web Portal: sending an appropriately filled claim from the Web Portal - the following working day after electronic dispatch of a completely filled claim form;
    - b) in case of phone reporting: the date and the time of the telephone call. In case of filing a claim on the phone, a written form for handling the claim is not required;
    - c) using the mobile application: sending an appropriately filled claim from the Mobile Application - the following working day after electronic dispatch of a completely filled claim form.
  - 15) The Service Provider, after specifying the manner of resolving the claim, shall resolve the claim immediately, whereas in reasonable cases it shall resolve the claim later; however resolution of the claim shall not take longer than 30 days after the claim is filed.
  - 16) In case that the claim is incomplete, unclear and/or anonymous, the period for resolving the claim starts to run on the day of complete supplementation of the missing information.
  - 17) The claims process shall end on the day of the claim resolution, which shall be the end of the claims process.
  - 18) The Customer shall be notified of the claim resolution, namely in the form of sending a written opinion/statement to the Customer's email address. If a claim is submitted on the phone, the written form of the claim for its resolution is not required. When reporting a claim on the phone, it is considered to be resolved by a phone notification of its resolution or by sending a statement on the claim resolution to the Customer's email address.

### **Article 9 Claims Policy**

- 1) The claims policy regulates legal relations between the Electronic Vignette Payment Collection Administrator and the Customer when handling claims related to the accuracy and the quality of the service of Electronic Vignette payment provided by the Service Provider.
- 2) The claims policy is governed by the valid legislation of the Slovak Republic.
- 3) For the purpose of this claims policy, a claim shall be understood as the right applied by a Customer, in particular Vehicle Operator or Driver, ensuing from the liability for providing of low-quality and/or defective services by the Service Provider, based on which the vehicle operator/driver demands repair and/or indemnification for the defective performance (hereinafter referred to as the "claim").
- 4) Pursuant to this claims policy, a Customer can initiate the claims policy in the following manner:
  - a) based on a claim filed on the Web Portal;
  - b) based on claim filed on the phone using the Customer Service Line (Call Centre) and
  - c) based on claim filed using the Mobile Application.
- 5) A written claim can be filed in Slovak and/or English language.

### **Article 10 Personal data processing**

- 1) Národná diaľničná spoločnosť, a.s., registered office Dúbravská cesta 14, 841 04 Bratislava, Slovak Republic, Company ID No.: 35 919 001, Tax ID No.: 2021937775, VAT ID No.: SK2021937775, recorded in the Business Register of the District Court Bratislava I in Section: Sa, insert no. 3518/B (hereinafter

- referred to as the "Operator") is the operator of the electronic system enabling the collection and recording of the Electronic Vignette payments for the use of the specified road sections in the Slovak Republic, which processes the personal data of natural persons of Vehicle Operators or Vehicle Combination Operators (legal persons, including the personal data of natural persons representing these legal persons and natural persons) and vehicle drivers and/or vehicle combination drivers (hereinafter referred to as "data subjects") for the purpose of collection and recording of Electronic Vignette payments.
- 2) On 4 September 2015 the Operator signed with SkyToll, a. s., registered office at Lamačská cesta 3/B, 841 04 Bratislava, Slovak Republic, company ID no.: 44 500 734, Tax ID No.: 2022712153, VAT ID No.: SK2022712153, recorded in the Business Register of the District Court Bratislava I in Section: Sa, insert no. 4646/B, the "Contract on the Provision of the Service of Electronic Vignette Payment Collection and Records for the Use of Specified Road Sections", which puts SkyToll, a.s., following the provision of Section 8(1) of the Act, into the position of a data processor (hereinafter referred to as the "Processor") pursuant to Section 34 of Act no. 18/2018 Coll. and on amending certain acts, as amended (hereinafter referred to as "Act no. 18/2018 Coll."), and Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to only as the "GDPR").
  - 3) The Operator and the Processor are, in compliance with the provisions of Section 5(e) of Act no. 18/2018 Coll., and Article 4(2) of the GDPR, as well as in accordance with the provisions of Section 8(3) of the Act, authorised to process the following personal data:
    - a) the country of a vehicle and/or a trailer registration;
    - b) the license plate number of a vehicle and/or a trailer of O1 and O2 category;
    - c) the vehicle type and the fact whether it is a vehicle or a trailer;
    - d) the period of the Electronic Vignette validity, the start and the end of its validity; while in connection with the registration of vehicles or vehicle combinations exempt from the Electronic Vignette payment, the Operator and the Processor are furthermore authorised to process:
      - e) the data specified in the documents proving the person of the Vehicle Operator and the data specified in the documents proving the reason for the exemption, and at the same time
      - f) the company name, the address of the place of business if the Vehicle Operator is a natural person - entrepreneur; or name, surname, date of birth, address of residence, nationality, ID card number or passport number if the Vehicle Operator is another natural person;
      - g) the company and the registered office if the Vehicle Operator is a legal person;
      - h) the vehicle license plate number and the country where the vehicle or the vehicle combination is registered;
      - i) the contact details of the Vehicle Operator, in particular contact telephone number, facsimile number and e-mail address, if available;
      - j) information on a severely disabled natural person holding a parking pass in the extent of name and surname, date of birth, parking pass number and parking pass date of issuance;
      - k) a copy of the parking pass.
  - 4) In terms of the Electronic Vignette payment by a vehicle operator or a vehicle combination operator, the Operator and the Processor, including the data specified in paragraph 3 of Article 10 of these Terms and Conditions, are authorised to process contact details within the scope of:
    - a) the telephone number, for the purpose of sending information about the payment and information about the impending expiration of the Electronic Vignette;
    - b) the e-mail address, for the purpose of sending information about the payment, including the Electronic Vignette payment receipt, and information about the impending expiration of the Electronic Vignette in accordance with the empowering provision of Section 8(4) of the Act.
  - 5) In the context of the Electronic Vignette payment made in the form of an order or in the form of a bulk payment, the Operator and the Processor, including the data referred to in paragraph 3 and paragraph 4 of Article 10 of these Terms and Conditions, are authorised to process:
    - a) the organisation identification number (ID No.);
    - b) the tax identification number (Tax ID No.);
    - c) the value added tax identification number (VAT ID No.) and the country of the VAT ID No. registration.
    - d) the name and surname, the telephone number, the fax number, and the e-mail address of the person authorised by the Vehicle Operator or the Vehicle Combination Operator for Electronic Vignette payment through the order.
  - 6) In accordance with the empowering provision of Section 8(4) of the Act the Operator and the Processor are authorised, including the data specified in paragraph 3 and in paragraph 4 Article 10 of these Terms and Conditions, to process the personal data of the person filing the claim, complaint, suggestion and/or request within the scope of the name and surname, telephone number, fax number, the postal address for delivering documents and e-mail address of the person instructed by the Vehicle Operator or the Vehicle Combination Operator to file a claim, complaint, suggestion and/or request.
  - 7) The Operator and the Processor are not authorised to process the data referred to in Section 8(3) of the Act, on vehicles or vehicle combinations exempt from the electronic vignette payment according to Section 7(1)(a, b, c, h, o and p) of the Act (i.e. vehicles belonging to the Ministry of the Interior of the Slovak Republic, including the budgetary organisations designated by the Ministry of the Interior of the Slovak Republic and the Police Force, the Ministry of Defense, including the budgetary organizations within its competence designated by the Ministry of Defense, Armed Forces of the Slovak Republic and the North Atlantic Treaty Organization, the Prison and Judicial Guards Corps, the National Security Authority and the Slovak Information Service) and about their operators.
  - 8) The obligation to provide personal data ensues for data subjects from the valid legislation of the Slovak Republic, while the refusal to provide personal data on the part of the data subjects will result in the impossibility of the Electronic Vignette payment.
  - 9) The personal data of the data subjects are acquired for the purpose specified above pursuant to the provisions of Section 13(1)(c) of Act no. 18/2018 Coll., and Article 6(1)(c) of the GDPR, without the consent of the data subject, on behalf of the Operator and are kept for 10 years for processing activities related to item 3 a) through d), 4 and 5 of this Article, 3 years for processing activities related to exemption from electronic vignette payment and confirmation of change of data in payment records and 5 years for processing activities related to item 6 of this Article.
  - 10) The personal data shall not be disclosed, while the Processor, in accordance with Section 48 of Act no. 18/2018 Coll., and Article 46 of the GDPR, does not intend to transfer the personal data to a third country or an international organization.
  - 11) The Processor has, in accordance with the provisions of Section 44 of Act no. 18/2018 Coll., and Article 37 of the GDPR, a designated responsible person who can be contacted via an e-mail message on [gdpr@eznamka.sk](mailto:gdpr@eznamka.sk).
  - 12) In accordance with the provisions of Section 21 through 24 of Act no. 18/2018 Coll., and Articles 15 through 18 of the GDPR, a data subject has the right to request access to the personal data related to the data subject, the right to rectification, restriction of processing and deletion of the personal data.

- 13) Data subjects have the right to object to the processing of personal data in accordance with the provisions of Section 27 of Act no. 18/2018 Coll., and Article 21 of the GDPR and are entitled to use the appropriate remedies in the form of filing a complaint in accordance with the provisions of Section 100 of Act No. 18/2018 Coll.
- 14) Personal data may be provided to other recipients such as auditors, independent experts, banks and subcontractors who are authorised to process personal data on the basis of valid contracts.
- 15) Personal data are also processed for the purpose of managing register records.

#### **Article 11**

##### **Final Provisions**

- 1) The Electronic Vignette Payment Collection Administrator shall have the right to amend these Terms and Conditions unilaterally, in particular in case there is an amendment and supplementation of the legislation in the area of Electronic Vignette payment, based on which these Terms and Conditions have been issued. The current version of the Terms and Conditions can be found on the Web Portal.
- 2) Amendment, supplementation or replacement of the Terms and Conditions comes into effect by their publishing on the Web Portal by the Electronic Vignette Payment Collection Administrator.
- 3) Legal relations that are not regulated by these Terms and Conditions shall be regulated in particular by legislation in the area of Electronic Vignette payments as well as by the relevant provisions of Act No. 513/1991 Coll. the Commercial Code as amended, the relevant provisions of Act No. 40/1964 Coll. the Civil Code as amended, as well as by other related legal regulations.
- 4) These Terms and Conditions are executed in Slovak language. In case of producing other language versions of these Terms and Conditions, in case there is any conflict/dispute/interpretation issue or any other ambiguity, the Slovak language version shall prevail.
- 5) These Terms and Conditions come into force and effect as of 6 July 2020.

Národná diaľničná spoločnosť, a.s.