

General Terms and Conditions of the Electronic Toll System Operator

The Road and Motorway Directorate of the Czech Republic, as the operator of the Electronic Toll System (hereinafter referred to as “RSD” or the “System Operator”) pursuant to Act No. 13/1997 Coll. on Roads, as amended (hereinafter referred to as the “Act”), issues the following General Terms and Conditions of the Electronic Toll System Operator (hereinafter the “Terms and Conditions”).

Pursuant to Section 22i(5) of the Act, the purpose of these Terms and Conditions is to describe and set out certain rights and obligations of the System Operator and its Users (Vehicle Operators and Drivers) arising from the operation of the Electronic Toll System in the Czech Republic and related to the payment of tolls for the use of toll roads.

The obligation to pay tolls for the use of toll roads in the Czech Republic applies to Users with vehicles with at least four wheels, whose maximum permissible weight is more than 3.5 tons. Due to the replacement of the contractor and the technology of the Electronic Toll System in the Czech Republic effective as of 1 December 2019, Users are obliged to re-register for the Electronic Toll System and to acquire a new Electronic Device. In connection with the provision of the Electronic Device, the Users are obliged to pay a Deposit to the System Operator, which will be refunded upon return of the undamaged Electronic Device.

The System Operator allows Users to pay tolls for the use of toll roads in the Prepay or Postpay mode. Under the Postpay mode, Users may pay tolls based on the Agreement on Conditions of Postpay Mode with Deferred Maturity concluded with the System Operator (in which case they are obliged to ensure that they fulfil their obligations through the Bank Guarantee) or based on Agreement on Conditions of Postpay Mode with Fuel Card Payment concluded with the System Operator.

The terms used in this preamble of the Terms and Conditions with capital letters correspond to the meaning of these terms as defined in Chapter 1 of these Terms and Conditions below.

1 COMMON PROVISIONS

1.1 Definition of terms used

For purposes of these Terms and Conditions, the terms below shall have the following meanings:

“**Act**” means Act No. 13/1997 Coll. on Roads, as amended;

“**Agreement on Conditions of Postpay Mode**” means an agreement between the Electronic Toll System Operator and a Vehicle Operator whose conclusion is a condition for enabling the payment of tolls in the Postpay mode;

“**Agreement on Conditions of using Electronic Device in Exempt Mode**” means an agreement between the Electronic Toll System Operator and a Vehicle Operator, the conclusion of which is a condition for the use of toll roads by a vehicle in the toll exemption mode;

“**Applicable Legislation**” means all relevant generally binding legal regulations particularly regulating the Electronic Toll System, the legal status of the System Operator and the User, as well as all related terms and conditions regarding Toll payment, in particular Act No. 361/2000 Coll. on Road Traffic as amended, the Payment System Act, the Civil Code, the Government Decree, the Decree, GDPR;

“**Bank Guarantee**” means a valid and irrevocable bank guarantee payable on the first call and without objections issued by the Bank in favour of the Electronic Toll System Operator to secure the Electronic Toll System Operator's receivables from the Vehicle Operator from toll transactions arising under the Postpay mode and to secure other receivables of the Electronic Toll System Operator against the Vehicle Operator, arising out of or in connection with the conclusion of the Agreement on Conditions of Postpay Mode, including late interest and costs associated with the application of the Bank Guarantee;

“**Bank**” means a bank meeting the requirements of the Electronic Toll System Operator for a bank issuing a Bank Guarantee;

“**Business Day**” means a day that is not a Saturday, a Sunday or a national or other holiday under Act No. 245/2000 Coll. on National Holidays, other Holidays, Important Days and Rest Days as amended;

“**Card Prefix**” means the first few digits of a Fuel Card number specified by the Fuel Card Issuer;

“**CEMT**” means a multilateral authorisation for international road freight transport, as decided by the Conference of European Ministers of Transport of the CEMT Member States; for the purposes of registering a vehicle in the Electronic Toll System and applying a Toll Discount, this is a certificate of conformity with technical and safety requirements in relation to emissions and noise;

“**Civil Code**” means Act No. 87/2012 Coll. the Civil Code, as amended;

“**COC**” means a certificate issued by a conformity assessment body on the basis of certification criteria certifying that a good, process or service meets specified standards; for the purposes of registering a vehicle in the Electronic Toll System and applying a Toll Discount, it is a declaration of conformity with technical and safety requirements in relation to emissions;

“**Contact Point**” means a location designated by the System Operator where the services related to the operation of the Electronic Toll System are provided, ensuing from the Terms and Conditions;

“**Controller**” means, in terms of the GDPR, the System Operator processing the Personal Data of a Data Subject;

“**Customer Portal**” means a set of devices and Electronic Toll System services used to provide general information on toll charging for the general public, and for logged in Users the Customer Zone via remote Internet access and mobile applications. the Customer Portal is located on the web portal of www.mytocz.eu;

“**Customer Service Line**” means a location designated by the System Operator for telephone and written communications, where services related to the Electronic Toll System operation are provided; contact information is provided on the Customer Portal;

“**Customer Zone**” means a set of devices and Services through which customer services and remote access resources are provided via the Internet and mobile applications. The Customer Zones enables users to obtain general information and information regarding toll data collection for a specific Customer, to handle queries, suggestions, requests and claims, to pay Toll-related payments, including Deposits. Personalised information provided in a secure manner based on User authentication;

“**Damaged Electronic Device**” means an Electronic Device that is mechanically damaged (e.g. a broken, shattered, scratched device or missing power cord or deteriorated or otherwise damaged bar/numeric code) or has visually visible signs of damage (e.g. written over, dirty, charred, leaking/having signs of liquid leakage into the device or contaminated with glue or equipped with a cord other than designated by the manufacturer or received at a Distribution or Contact Point or via post). A damaged Electronic Device is assessed regardless of the functionality of the bar code or the Electronic Device itself. A damaged Electronic Device is also such an Electronic Device, the malfunction of which was not caused by the Vehicle Operator or the Driver, and this fact has been confirmed by the authorised person;

“**Data Subject**” in terms of the GDPR is any natural person whose Personal Data are processed in connection with the Electronic Toll System operation;

“**Decree**” means the Decree of the Ministry of Transport No. 470/2012 Coll. on the Use of Roads subject to Toll Payment as amended;

“**Deposit**” has the meaning specified in Section 22c par. 4 letter a) item 2 and par. 5-7 of the Act and the provisions of Section 3 of the Decree;

“**Distribution Point**” means a place designated by the Electronic Toll System Operator where the services related to the operation of the Electronic Toll System are provided, arising from these Conditions;

“**Driver**” has the meaning defined in Section 2 (d) of Act No. 361/2000 Coll. on Road Traffic as amended;

“**EETS**” means the European Electronic Toll Service within the meaning of Section 22b of the Act;

“**Electronic Device**” has the meaning specified in Section 22(2) of the Act and Section 10 of the Decree. An integral part of the Electronic Equipment is also its equipment intended for installation in the Vehicle through the socket of the so-called "cigarette lighter";

“**Electronic Toll System**” is the electronic toll system according to the provision of Section 22(2) and Section 22a of the Act;

“**Fuel Card**” means a card (other than a Payment Card) which can be used to pay for a Toll in the Czech Republic, a Deposit and also fees for services according to the List of Fees in the Postpay Mode, which is accepted by the System Operator; a list of accepted fuel card types is available at Contact Points, Distribution Points, the Customer Portal, and on the Customer Service Line;

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council 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);

“Government Decree” means Government Decree No. 240/2014 Coll. on the amount of time fees, toll rates, toll discounts and how to apply the toll discount as amended;

“Guarantee Certificate” means a guarantee certificate issued by a Bank based on a Bank Guarantee and on the relevant form provided by the System Operator; this form can be picked up by a Vehicle Operator at a Contact Point or printed on the Customer Portal;

“Inactive Electronic Device” means an Electronic Device that the System Operator has removed from the Electronic Toll System records pursuant to item 5 Chapter 1.5.5 of the Terms and Conditions;

“Invoice” means a document with a statement of Toll, Deposit, damages or other fees for services according to the Price List;

“List of Fees” means a price list of services provided by the System Operator in connection with the Electronic Toll System operation and available on the Customer Portal and the Customer Service Line;

“Means of electronic identification” shall mean a means of electronic identification issued by a qualified system pursuant to Act No. 250/2017 Coll. on Electronic Identification.

“Parties” means the System Operator and the Vehicle Operator;

“Payment Card” means a debit or credit card accepted by the Electronic Toll System Operator as a means of payment for a Toll and providing a Deposit; the list of types of accepted payment cards is available at Contact Points, Distribution Points, the Customer Portal and the Customer Service Line;

“Payment System Act” means Act No. 284/2009 Coll. on the Payment System as amended;

“Personal Data Protection Officer” means, pursuant to GDPR, a person whose status is regulated in Article 37 et seq. GDPR;

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

“Postpay Mode” means a mode of toll payment after using a Toll Road;

“Prepaid Toll” means an advance payment for the payment of Toll by a User in the Prepay Mode;

“Prepay Mode” means a mode where an advance payment for Toll is made prior to the use of a Toll Road;

“Processing” in terms of GDPR means any operation or a set of operations with Personal Data or Personal Data files performed with or without the assistance of automated procedures such as collecting, recording, arranging, structuring, storing, customizing or modifying, retrieving, viewing, using, making available by transmission, dissemination or any disclosure, alignment or combination, restriction, deletion or destruction;

“Processor” in terms of GDPR means a natural or legal person, public body, agency or other entity that processes Personal Data for the Operator, in particular CzechToll s.r.o.;

“Simplified Document” means a Toll prepayment document, proof of Deposit of a refundable Deposit for an OBU, proof of payment of Toll, proof of refund of an OBU Deposit, proof of refund of a Prepaid Toll, which is issued for the User at the time of payment;

“System Operator Account” means the System Operator's bank account specified on the Customer Portal;

“System Operator” means the Road and Motorway Directorate of the Czech Republic as the operator of the Electronic Toll System;

“Toll Debt” means a toll amount that has not been paid properly;

“Toll Discount” means the amount of Toll imposed that is refunded to the Vehicle Operator always for the past calendar year after all conditions for granting the discount have been met in accordance with the Government Decree;

“Toll Event” means an event that occurred when a vehicle crossed a Toll Section and was recorded by the Electronic Toll System. The Toll Event is represented by an electronic data record containing, in particular, information about the Toll Event, date and time, toll section identification and vehicle identification;

“Toll Exemption Mode” means a mode in which vehicles defined by Act No. 13/1997 Coll. on Roads as amended are exempt from toll payment;

“Toll Roads” means a road subject to toll payment in accordance with Section 20 of the Act;

“Toll Section” is a continuous part of a Toll Road defined by the start of the Toll Section and the end of the Toll Section. The start and the end of the Toll Section can be determined by crossing a motorway, 1st, 2nd and 3rd category road, local road, utility road or the administrative boundary of an administrative section;

“Toll Transaction” is a record of a vehicle passing through a Toll Section. A Toll Transaction takes the form of an electronic data record, which results from the evaluation and processing of one or a combination of multiple Toll Events. A toll transaction shall include, in particular, information on the type of Toll Transaction, date and time, Toll Section identification, vehicle identification, toll amount calculated and payment mode;

“Toll” has the meaning pursuant to the relevant provisions of the Act, the Government Decree and the Decree;

“User Registration” means entering User data into the Electronic Toll System at Contact Points or through the Customer Zone. By registering, the User is given access to several additional features of the Electronic Toll System;

“User” means the Vehicle Operator and/or Driver;

“Vehicle in the Electronic Toll System or Vehicle” means a motor vehicle with at least four wheels, whose maximum permissible weight is over 3.5 tons;

“Vehicle Operator” is a person defined in Section 2 (b) of Act No. 361/2000 Coll. on Road Traffic and on amending certain Acts (Road Traffic Act) as amended and, in addition, a person empowered by the owner to operate a vehicle under his/her own name;

“Vehicle Registration Certificate” means the owner’s and the Vehicle Operator's certificate containing the vehicle's basic technical description (for vehicles registered in the Czech Republic this is the Vehicle Registration Certificate - Part I);

“Vehicle Registration in the Electronic Toll System” means the entry of data into the Electronic Toll System of a vehicle whose operation on the roads in the Czech Republic is subject to obligations pursuant to Section 20a, Section 22, Section 22i and Section 22j of Act No. 13/1997 Coll. on Roads as amended, and provisions of Sections 4 through 8 of the Decree;

“Vehicle Technical Certificate” means the document of the owner and the operator of the vehicle, which contains a detailed technical description of the vehicle (for vehicles registered in the Czech Republic, this is the Vehicle Registration Certificate - Part II).

1.2 Binding Terms and Conditions

1. In the Prepay Mode, the Terms and Conditions for the User are binding from the moment of registering the vehicle in the Electronic Toll System or from the date of entry into effect of the Terms and Conditions, if the Registration in the Electronic Toll System occurred before the effective date of the Terms and Conditions. By registering in the Electronic Toll System, the User confirms that he/she is familiar with the contents of the Terms and Conditions, he/she understands them and he/she agrees with them.
2. In the Toll Exemption Mode, the Terms and Conditions are binding for the User from the moment of registering the User for the Electronic Toll System or from the effective date of the Terms and Conditions, if the User was registered to the Electronic Toll System before the effective date of the Terms and Conditions. By registering the User in the Electronic Toll System, the User confirms that he/she has read the contents of the Terms and Conditions, that he/she understands them and that he/she agrees with them.
3. For the Vehicle Operator in the Prepay Mode and in the Toll Exemption Mode, the Conditions become binding even if the vehicle had been registered in the Electronic Toll System, or in the Toll Exemption Mode, the User was registered in the Electronic Toll System by the Driver.
4. In the Postpay Mode, the Terms and Conditions for the User are binding from the moment of concluding the Agreement on Conditions of Postpay Mode or from the date of entry into effect of the Terms and Conditions, if the conclusion of the Agreement on Conditions of Postpay Mode occurred before the effective date of the Terms and Conditions. By concluding the Agreement on Conditions of Postpay Mode the User confirms that he/she has read the contents of the Terms and Conditions, he/she understands them and he/she agrees with them.
5. In relation to the Driver, if the vehicle has not been registered by the Driver, the Terms and the Conditions become binding upon him/her as of the moment of commencement of the use of a Toll Road. The Vehicle Operator is obliged to inform the Driver of the contents of the Terms and Conditions.

1.3 Authorisation to act on behalf of the Vehicle Operator

1. If the Vehicle Operator is a natural person, he/she shall act independently. If this natural person is unable to act on his/her own behalf or if acting on his/her own behalf is limited, his/her legal representative or guardian appointed by the court shall act on his/her behalf.
2. If the Vehicle Operator is a legal person, a statutory body and/or a proxy may act on its behalf in the Postpay Mode on the basis of an extract from the Companies Register or a similar register and/or a person acting under a valid power of attorney with officially certified signatures of the principals. In the Prepay Mode, the Driver may also act on his behalf under the conditions set out in the Conditions.
3. If the Vehicle Operator is a legal entity that is not registered in the Companies Register but in another, legally designated register, in the Postpay Mode a statutory body can act on its behalf, which has been authorised to do so on the basis of the relevant documents on incorporation/foundation of the company, or a person acting on the basis of a valid power of attorney applicable to the relevant legal acts and with officially certified signatures of members of the statutory body. In the Prepay Mode, the Driver may also act on its behalf under the conditions set out in the Terms and Conditions.
4. The Agreement on Conditions of Postpay Mode may be concluded, changed or terminated solely by the Vehicle Operator or its authorised representative on the basis of a written power of attorney with an officially certified signature, which must be suitable for carrying out legal acts.
5. The aforesaid provisions of this Chapter of the Terms and Conditions shall proportionately apply to the Vehicle Operator, which is the Vehicle owner or by the owner designated holder of the Vehicle Technical Certificate or the Vehicle Registration Certificate, who is recorded in the Vehicle Technical Certificate or the Vehicle Registration Certificate and authorized to decide on the use of the Vehicle.
6. If the Vehicle Operator or the Vehicle owner is a designated holder of the Vehicle Technical Certificate or the Vehicle Registration Certificate who is not recorded in the Vehicle Technical Certificate or the Vehicle Registration Certificate and is authorized to make a decision on using the Vehicle, it shall be obliged to submit a written certificate authorising the Vehicle Operator or the Vehicle driver to use the given Vehicle. The authorisation to use the Vehicle must be suitable for carrying out legal acts and must not be older than 3 months.
7. If it is not possible to determine the details of the Vehicle Operator from the Vehicle Technical Certificate or the Vehicle Registration Certificate in the Prepay Mode in advance, the Vehicle Operator and/or the Vehicle Driver must submit an extract from the Companies Register or a similar register to identify the Vehicle Operator.
8. The registration of the Vehicle in the Electronic Toll System in the Prepay Mode may be performed by the Driver on behalf of the Vehicle Operator if he/she was authorized to drive the Vehicle at that time. The driver is obliged to prove the entitlement to drive the Vehicle with the Vehicle Technical Certificate or Vehicle Registration Certificate.
9. The occurrence, change or termination of the duties of the Vehicle Operator is not affected by the fact if the Vehicle Driver was not authorized to drive the Vehicle at the given time.
10. Notwithstanding the above provisions of this Chapter 1.3, in the event of a Vehicle Operator granting a Fuel Card Issuer the power of attorney to act on behalf of the Vehicle Operator in the Postpay Mode, including the registration of vehicles of the Vehicle Operator in the Electronic Toll System and the Agreement on Conditions of Postpay Mode with a Fuel Card Payment on behalf of the Vehicle Operator, the official verification of the signature of the authorized representative of the Vehicle Operator on such a power of attorney is not required.

1.4 Vehicle registration in the Electronic Toll System, toll payment modes and their adjustments

1. In order to register a vehicle in the Electronic Toll System, the User is obliged, in accordance with the Act and the Decree, to provide the System Operator with the data necessary to register the vehicle and to submit the Vehicle Technical Certificate or the Vehicle Registration Certificate. In particular, the Vehicle Operator shall provide the following information:
 - a) the LPN and the country in which the Vehicle is registered;
 - b) the Vehicle category according to the applicable legislation, in particular the Decree;
 - c) the total weight of the Vehicle, the number of axles and the emission class of the Vehicle;
 - d) an indication of whether the Vehicle is equipped with a device or modification that might prevent the Electronic Device from functioning properly, such as whether the Vehicle has a plated windscreen;
 - e) the estimated total length of the Toll Roads that the Vehicle Operator plans to cross during the specified period of time in the Postpay Mode;
 - f) name or company name, or name and surname of the Vehicle Operator;

- g) name or company name or name and surname of the owner of the Vehicle, if different from the Vehicle Operator;
- h) e-mail address of the Vehicle Operator.

The User shall be responsible for the accuracy of the data and documents submitted.

2. If the emission class is missing in the Vehicle Technical Certificate or in the Vehicle Registration Certificate, the emission class information can be supported by a valid CEMT or COC certificate.

If a valid EU emission class is not unequivocally proven for a Vehicle registered in an EU Member State, it can be assigned according to the date of the first vehicle registration specified in the Vehicle Technical Certificate or the Vehicle Registration Certificate. If this method of emission class assignment cannot be used, the Vehicle is assigned the Euro II emission class in the Electronic Toll System.

If with a Vehicle registered outside the EU Member States an emission is not unequivocally proven, then the Euro II emission class shall be assigned to this Vehicle in the Electronic Toll System.

Upon subsequent demonstration of Euro III and above, the Vehicle shall be recorded in the appropriate category.

3. The System Operator is entitled to scan the Vehicle Technical Certificate, the Vehicle Registration Certificate and CEMT and COC certificates submitted by the User when registering the Vehicle in the Electronic Toll System.
4. Upon receipt of the Electronic Device, the User shall receive a document from the System Operator containing the acquired data, which the User is obliged to check on the spot and confirm their accuracy by his/her signature. If the User does not contest the registered data upon receipt of the document, he/she is subsequently liable for their accuracy. The Vehicle Operator is obliged to immediately correct inaccurate data in the Electronic Toll System.
5. The System Operator shall keep the recorded data in electronic form 5 years after the cancellation of the toll account for an Electronic Device.
6. If the System Operator detects an inconsistency of the registered data essential to determine the toll rate with the data specified in the Vehicle Technical Certificate or the Vehicle Registration Certificate or in the CEMT or COC attestation, the System Operator is entitled to change these incorrect registered data after 48 hours from sending an e-mail notification of detected inconsistency to the Vehicle Operator.
7. Together with the change of registered data, the System Operator shall re-calculate the Toll for all registered Toll Events of the Vehicle whose registered data have been corrected. The difference found in relation to the originally determined Toll in the Prepay Mode shall be charged from the Prepaid Toll and in the Postpay Mode the difference shall be billed in an Invoice.
8. The Vehicle Operator shall be obliged to inform the System Operator of any changes to the recorded data within five days from the date of their change. The User shall be subject to penalties according to the Act if he/she uses a toll road with incorrect data set in the Electronic Device.
9. Data recorded by the Electronic Toll System are used to determine the obligation to pay Toll. The User acknowledges the fact that based on the data recorded by the Electronic Toll System, he/she shall be obliged to pay Toll even if a Toll Event has not been recorded, but it is clear from the records in the Electronic Toll System that a Toll Road has been used by the Vehicle in the given Toll Section.
10. In the Electronic Toll System, a Toll can be paid either in the Prepay Mode or in the Postpay Mode. In both schemes, Toll is paid only in the currency of the Czech Republic, regardless of the payment instrument used to pay for it. The payment mode is agreed before a vehicle is registered in the Electronic Toll System.
11. The condition for enabling the payment of Toll in the Postpay Mode is the fulfilment of the conditions set by the System Operator in accordance with Chapter 3.2 of these Terms and Conditions. Until the System Operator decides whether the Vehicle Operator meets these conditions, the Toll may only be paid in the Prepay Mode.
12. When changing the payment mode, the original Electronic Device must be returned and the new one picked up.
13. If a Vehicle Operator has a Vehicle registered in the Electronic Toll System and at the same time there is a Toll Debt of the Vehicle Operator registered with this Vehicle, the System Operator may refuse to register a new Vehicle of the Vehicle Operator or a proposal to amend the concluded Agreement on Conditions of Postpay Mode.
14. If there is a change of a Vehicle Operator registered in the Electronic Toll System, the new Vehicle Operator, its authorised representative or in the Prepay Mode also the Driver shall be obliged to re-apply for registration of the Vehicle in the Electronic Toll System before using Toll Roads and provide new registration data to the System Operator.

The original Vehicle Operator is obliged to return the Electronic Device and to pay all liabilities to the System Operator. In the event of failure to comply with this obligation, the provisions of item 13 of this Chapter of the Terms and Conditions shall apply.

1.5 Electronic Device

1. Only one Electronic Device may be used in a Vehicle registered exclusively for that Vehicle in the Electronic Toll System.
2. The Electronic Device may only be used with the original accessories; otherwise any claim by a Vehicle Operator and/or a Driver related to the proper functioning of the Electronic Device cannot be made.
3. The Electronic Device may be disposed of and used only in the manner stipulated by the Act, the Decree, the Terms and Conditions and the operating instructions for the Electronic Device.
4. The User acknowledges and agrees that the System Operator is entitled to block the Electronic Device, especially in the case of a negative balance of the Prepaid Toll, in the event of irregularities in the payment of Tolls, Deposits and service fees according to the List of Fees; in the event of loss or theft of the Electronic Device, unauthorised tampering of the Electronic Device or, for example, technical or operational problems of the Electronic Device, which the User is notified of by the System Operator.
5. The Electronic Device defined in the electronic device operating instructions is and remains the property of the System Operator.

1.5.1 Installation and placement of the Electronic Device

1. The Vehicle Operator and, in the case of registering a Vehicle in the Prepay Mode, the Driver shall also be responsible for the correct installation and placement of the Electronic Device in the Vehicle in accordance with applicable legislation, the Terms and Conditions and the Operating Instructions for the Electronic Device, namely so that it enables the acquisition of data necessary for toll calculation and control performance.
2. Installation of the Electronic Device shall mean the physical connection of the Electronic Device to the Vehicle electrical system.
3. The location of the Electronic Device means the spatial positioning of the Electronic Device on the windshield of the Vehicle and the fixation of the Electronic Device at that designated position.
4. If the Vehicle is equipped with a device or modification that could prevent the Electronic Device from functioning properly¹, the Vehicle Operator and/or the Driver shall ensure the installation of the external antenna supplied by the System Operator and the connection of the antenna to the Electronic Device according to the operating instructions manual of the Electronic Device.

1.5.2 Electronic Device Settings

1. The Vehicle Operator shall be responsible for the correct setting of the Electronic Device and, before the start and during the journey on Toll Roads the Driver shall be responsible as well. Setting the Electronic Device means entering the correct data into the Electronic Device.
2. When providing the Electronic Equipment, the person authorised by the System Operator shall set in the Electronic Device, based on the Vehicle registration data, the Vehicle category, the total weight of the Vehicle, the number of axles of the Vehicle and the emission class of the Vehicle.
3. If there is a change in the number of axles of the Vehicle before or during use of the Toll Roads, the Vehicle Operator or the Driver shall immediately change the number of axles in the Electronic Device to reflect the actual condition of the Vehicle before using or before further using the Toll Roads. The number of axles cannot be changed while driving; the Vehicle must be stationary to change the axles.
4. If the Electronic Toll System applies a toll rate higher than the Toll Rate that corresponds to the actual Vehicle category as a result of inaccurate setting of the Electronic Device by the System Operator, the Vehicle Operator shall be obliged to pay the Toll calculated on the basis of the higher toll rate. The Vehicle Operator shall subsequently be entitled to file a complaint regarding the incorrect setting of the Electronic Device by the System Operator according to the complaints procedure.
5. If the Electronic Toll System applies a higher toll rate than the toll rate that corresponds to the actual Vehicle category as a result of an inaccurate setting of the Electronic Device by the Vehicle Operator and/or Driver, the Vehicle Operator shall be obliged to pay the Toll calculated on the basis of the higher toll rate. The Vehicle Operator shall be entitled to file a complaint regarding the incorrect setting of the Electronic Device by the Vehicle Operator according to the complaints procedure.

¹For example, the vehicle is fitted with metal plated glass.

1.5.3 Electronic Device Use

1. The Vehicle Operator and/or the Driver is obliged to check the functionality and correct setting of the Electronic Device before, during and after the driving on Toll Roads.
2. When checking the functionality of the Electronic Device before driving, the Driver is obliged to check the correct setting of the number of axles of the Vehicle before entering a Toll Road.
3. Before arriving in the Czech Republic, the Driver is obliged to plug the Electronic Device into the Vehicle electrical system socket and correctly set it well in advance of crossing the state border of the Czech Republic, at least 30 kilometres before the state border of the Czech Republic.
4. The Driver may turn off the Electronic Device sound signalling, which informs the Driver of the correct functioning of the Electronic Device. Turning off the Electronic Device sound signalling does not release the Driver from the obligation to check the functionality and correct setting of the Electronic Device while driving. By switching off the sound signal, the Vehicle Operator and/or Driver does not relieve him/herself of his/her responsibility for complying with the obligations defined by the applicable legislation and the Terms and Conditions.
5. If there is a failure or damage to the Electronic Device while driving on the Toll Roads, the Driver is obliged to drive to the nearest Contact or Distribution Point and replace the Electronic Device.
6. If an Electronic Device is to be transported on the Toll Roads in the Vehicle which is not to be used to record Toll Events at the time of the transport, the Vehicle Operator to which the Electronic Device to be transported is assigned shall ensure the proper transportation of the Electronic Device according to the System Operator's instructions specified in the Electronic Device User's Guide. If this procedure is not followed, the System Operator will not refund the calculated Toll and the User shall remain fully liable for the payment of the Toll charged.

1.5.4 Theft, loss, destruction or damage of the Electronic Device

1. In the event of theft, loss or destruction of the Electronic Device, the Vehicle Operator and/or the Driver shall be obliged to promptly notify the System Operator of the theft, loss or destruction of the Electronic Device via the Customer Service Line or any Point of Sale. The System Operator shall enter a notice of the theft, loss or destruction of the Electronic Device into the Electronic Toll System and deactivate the Electronic Device upon receipt of such notification.
2. If the Electronic Device is used by an unauthorised person after the theft or loss, the Vehicle Operator to which the Electronic Device is assigned shall pay the Toll in full calculated according to the Electronic Toll System records for the period from the time of theft or loss to the moment of entering the theft or loss notification in the Electronic Toll System by the System Operator.
3. If the stolen or lost Electronic Device is returned to the System Operator, the System Operator shall refund the amount of the Deposit to the Vehicle Operator only after the confirmation of full functionality of the Electronic Device by the authorised person, or if the returned Electronic Device is damaged, after the confirmation by the authorised person that the damage was not caused by the Vehicle Operator. The authorised person is the service centre of the System Operator and/or the service centre of the Electronic Device manufacturer.
4. The Vehicle Operator and/or the Driver are obliged to prevent situations in which the Electronic Device may be stolen, lost, destroyed or damaged.

1.5.5 Electronic Device Return

1. The Electronic Device may be returned in person at a Distribution or Contact Point, or sent by post to the address specified on the Customer Portal together with a duly completed written request for the refund of the Security Deposit and unused Toll. The request form to refund the Security Deposit can be obtained on the Customer Portal.
2. If the amount of Prepaid Toll is less than CZK 0, the Vehicle Operator and/or Driver is obliged to pay this toll debt upon return of the Electronic Device. When returning the Electronic Device by post, the System Operator shall issue an electronic invoice for the outstanding toll, which the Vehicle Operator is obliged to pay by the due date specified in the invoice. The electronic invoice for the outstanding toll is available to the Vehicle Operator via the Customer Zone. The System Operator will send an e-mail notification to the Vehicle Operator about the availability of the electronic invoice for the outstanding toll at the Customer Zone to the e-mail address specified by the Vehicle Operator.
3. The Vehicle Operator is obliged to return the Electronic Device without unreasonable delay, but no later than 21 days after being requested by the System Operator, in particular for the following technical or operational reasons:
 - a) end of the life cycle of the technology or device required for the correct functioning of the Electronic Device;
 - b) manufacturing defect, which prevents the functionality and reliability of the Electronic Device, or endangers the Vehicle Operator and/or the Driver.

4. If there is a change of the Vehicle Operator to which the Electronic Device has been issued, the original Vehicle Operator is obliged to return the Electronic Device within 5 days of the date of such change.
5. The System Operator shall remove the Electronic Device and the Vehicle from the Electronic Toll System records, if the User does not return the Electronic Device for more than 1 year from the date of the last Toll Transaction. The history of Electronic Device and Vehicle data in the Electronic Toll System remains unchanged.

1.6 Deposit

1. In the Prepay Mode, the Deposit is paid when the Electronic Device is handed over to the User in cash, by a Payment or Fuel Card, or when the Vehicle is registered through the Customer Zone before the Electronic Device is handed over to the User, either by a Payment Card or in advance to the System Operator's account. In the Postpay Mode in the manner described in item 1, letter b) Chapter 3.1 of the Terms and Conditions, the Deposit is paid upon handing over the Electronic Device to the User in cash, by a Payment or Fuel Card, or in advance to the System Operator's Account before handing over the Electronic Device to the User. In the Postpay Mode, in the manner described in item 1, letter a), Chapter 3.1 of the Terms and Conditions, the Deposit is paid through a Fuel Card Issuer.
2. The User shall be obliged to fully compensate any damage caused by loss, theft, destruction or damage of the Electronic Device. The Deposit will not be refunded to the User in the event of returning a damaged Electronic Device. To prevent any doubt, it is stipulated that a damaged Electronic Device will always be removed from the Electronic Toll System and remains the property of the System Operator. If it is in the possession of the User, it must be returned to the System Operator.
3. The Deposit will be forfeited (will not be returned to the User) if there has been no Toll Transaction for the registered Electronic Device since the date of its receipt or the date of the last Toll Transaction for more than 1 year and the Electronic Device has not been returned to the system operator.
4. If an Electronic Device issued to the User is found or otherwise becomes available to the System Operator without the User's involvement, it will be removed from the vehicle register in the Electronic Toll System; this shall not affect the right of the User, to whom this Electronic Device was originally issued, to a refund of the Deposit subject to the conditions specified in item 2 of this Chapter of the Terms and Conditions

1.7 Prices of services and their payment

1. The prices of the services provided by the System Operator in connection with the operation of the Electronic Toll System are announced by the System Operator in the List of Fees. Prices of services are governed by the List of Fees valid at the time of provision of the service, unless agreed otherwise.
2. The System Operator is entitled to adjust the List of Fees to an appropriate extent on an ongoing basis. Information about changes in the Price List is published on the Customer Portal. The adjustment of the List of Fees is effective as of the day of its publishing on the Customer Portal or on a later date specified in the List of Fees. The Vehicle Operator is entitled to refuse the changed List of Fees within five (5) days of its publication in writing provided that it terminates the contractual relationship with the System Operator at the same time.
3. At the moment of providing the service, the currently valid List of Fees applies.
4. The prices for the provided services will be charged to the Users in the Prepay Mode when the service is provided and the Users in the Postpay Mode will be charged together with the Toll for the relevant billing period.
5. If the Vehicle Operator fails to pay the price of services so that it is credited to the System Operator's account by the due date at the latest, it shall be in default with the payment. The user shall be responsible for monitoring the maturity and payment of the price for the provided services. In the event that the User is in delay with payment of the price for the provided services longer than three (3) days, the System Operator is entitled to block the Electronic Device to which the provided service is related; the provisions of item 4 Chapter 3.5 of the Terms and Conditions shall apply accordingly.

1.8 Billing of Toll, Deposit and other payments

1. Simplified documents, in particular documents in the Prepay Mode (e.g. documents about Prepaid Toll and Deposit payment), are issued by the System Operator upon payment.
2. In the Postpay Mode, the System Operator shall issue an Invoice within three (3) business days after the end of the billing period.
3. The System Operator shall be obliged to issue an Invoice without undue delay for items that have not been billed or have been billed at a lower amount.

4. The invoice pursuant to Sections 2 and 3 of this Article of the Conditions is delivered to the Vehicle Operator electronically, through the Customer Zone, at the moment of becoming available in the Customer Zone.
5. If the Vehicle Operator requests the delivery of an invoice in paper form, it is sent to the Vehicle Operator by mail to its contact address, based on a request made through Customer Zone or a written request delivered to the System Operator.

1.9 Toll discounts and the procedure for their application

1. A Vehicle Operator has the right to apply a Toll Discount under the conditions stipulated by the Act and the Government Decree.
2. The time period for calculating the Toll Discount is set for a calendar year. A Toll Discount is set as a percentage of the total amount of the toll imposed in the amount set by the Government Decree. The amount of the Toll imposed does not include the Toll imposed before the date of providing the Vehicle data and documents necessary for the User to calculate the Toll Discount.
3. The Vehicle Operator may apply a Toll Discount with its Vehicles operating both in the Postpay Mode and in the Prepay Mode.
4. In order to apply a Toll Discount, the Vehicle Operator or a person authorized by the Vehicle Operator shall be obliged to provide documents confirming the Vehicle Operator's entitlement to the discount, using the Customer Zone or at a Contact Point. The Vehicle Operator shall provide the System Operator with the following documents:
 - a) a copy of the Vehicle Technical Certificate, stating the Vehicle category, the maximum permissible weight of the Vehicle and the Vehicle emission class, unless the Vehicle Technical Certificate was submitted upon registration of the Vehicle in the Electronic Toll System;
 - b) the power of attorney, if the Vehicle Operator is represented in the matter of Toll Discounts by a third party.
5. The System Operator is obliged to check, at the latest within 6 months from the end of the calendar year, whether the Vehicle for which documents confirming the Vehicle Operator's entitlement to the discount has been entitled to the Toll Discount and set the amount of the Toll Discount. If a Vehicle Operator becomes entitled to a Toll Discount, the System Operator is asked to register the account number to which the Toll Discount should be paid.
6. The System Operator shall, no later than 4 months after receiving the bank account details from the Vehicle Operator, send an amount corresponding to the Toll Discount rounded to whole crowns down to the specified account.
7. If the Vehicle Operator provides inaccurate bank account information, it will bear all costs associated with an unimplemented or recurring payment. The System Operator shall be entitled to unilaterally set off such costs against the Vehicle Operator's entitlement to the Toll Discount.
8. The additional payment of the Toll due will be taken into account for the calculation of the Toll Discount base only if it was made by 31 January of the year following the end of the decisive period for calculating the Toll Discount.

1.10 Communication between the System Operator and Users

1. Communication between the System Operator and the Users takes place through Contact Points, Distribution Points, the Customer Service Line or the Customer Portal and the Mobile Application. The addresses of the Contact and Distribution Points are published on the Customer Portal or can be obtained at the Customer Service Line.
2. Contact Point:
 - a) provides information about the Electronic Toll System;
 - b) allows the vehicle to be registered in the Electronic Toll System in the Prepay Mode, in the Postpay Mode or User Registration in the Electronic Toll System in the Toll Exemption Mode;
 - c) enables the conclusion, modification and termination of the Agreement on Conditions of Postpay Mode, including the acceptance of Bank Guarantees,
 - d) enables payment of the Deposit and issue of the Electronic Device, its return and return of an inactive Electronic Device,
 - e) enables, in the Postpay Mode, the Prepay Mode and in the Toll Exemption Mode, to replace the Electronic Device in the event of a technical failure or in the event of a damaged Electronic Device, or to replace it in the event of loss or theft, and to receive related reports on failure, loss or theft;
 - f) enable the payment of Prepaid Toll in the Prepay Mode;
 - g) enables, upon simultaneous return of the Electronic Device, the collection of unused Prepaid Toll and/or refund of the Deposit in cash up to an amount not exceeding CZK 5,000;

- h) allows for additional payment of the Toll due for driving a Vehicle on Toll Roads without an Electronic Device or with a non-operational Electronic Device after providing the necessary information by the user (reconstruction of the route according to the date, place and time of entry and exit from Toll Roads);
 - i) enables the submission of an application for a supplementary Toll payment for another reason than a non-existent or non-operational Electronic Device;
 - j) enables the return of an Electronic Device in the Toll Exemption Mode;
 - k) enables to obtain electronic statements of toll transactions for the previous calendar month with a breakdown by individual days;
 - l) enables the issuance of duplicate tax documents;
 - m) enables to receive requests to create access to the Customer Zone and to reset password for access to the Customer Zone;
 - n) enables the receipt of supporting documents for the provision of a Toll Discount under the Regulation;
 - o) enables the receipt of claims, complaints and suggestions;
 - p) enables the receipt of reports on technical issues;
 - q) provides information on the estimated amount of the Toll according to the information provided by the User on the route and the time of travel and the Vehicle category;
 - r) provides communication in the Czech and English language;
 - s) provides information materials in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
 - t) provides other activities specified in the Terms and Conditions.
3. Confidential information, personal data and related detailed information relating to a specific Vehicle Operator's account shall be provided to the User only after submission of the Vehicle Registration Certificate registered in the Vehicle Operator's account.
 4. The System Operator may also provide certain customer services provided through a Contact Point at a location other than the Contact Point premises, through its sales representatives and/or Fuel Card Issuers.
 5. The list of Contact Points and their opening hours are published on the Customer Portal or can be obtained at the Customer Service Line.
 6. Distribution Point:
 - a) provides general information about the Electronic Toll System;
 - b) enables registration of a Vehicle in the Electronic Toll System in the Prepay Mode;
 - c) enables in the Prepay Mode the payment of a Deposit and issuance of an Electronic Device, its return and return of an inactive Electronic Device;
 - d) enables in the Postpay Mode, upon the prior registration of the Vehicle in the Electronic Toll System at a Contact Point or through a Fuel Card Issuer, the issuance of an Electronic Device (after specifying the Vehicle LPN and submission of the Vehicle Technical Certificate or the Vehicle Registration Certificate) and return of an inactive Electronic Device;
 - e) enables the payment of Prepaid Toll in the Prepay Mode;
 - f) enables, upon simultaneous return of the Electronic Device, the collection of unused Prepaid Toll and/or refund of the Deposit in cash up to an amount not exceeding CZK 5,000;
 - g) enables an additional payment of the Toll due for driving a Vehicle on Toll Roads without an Electronic Device or with a non-operational Electronic Device after providing the necessary information by the user (reconstruction of the route according to the date, place and time of entry and exit from Toll Roads);
 - h) enables the submission of an application for a supplementary Toll payment for another reason than a non-existent or non-operational Electronic Device;
 - i) enables to obtain electronic statements of toll transactions for the previous calendar month with a breakdown by individual days;
 - j) enables, in the Postpay Mode and the Prepay Mode, to replace the Electronic Device in the event of a technical failure or in the event of a damaged Electronic Device, or to replace it in the event of loss or theft, and to receive related reports on failure, loss or theft;
 - k) enables to receive requests to create access to the Customer Zone and to reset password for access to the Customer Zone;
 - l) enables the receipt of claims, complaints and suggestions;
 - m) enables the receipt of reports on technical issues;

- n) provides information on the estimated amount of Toll according to the information provided by the User on the route and the time of travel and the Vehicle category;
 - o) provides information on the details of billing and clarifies any objections to the bill;
 - p) provides information materials in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
 - q) provides other activities specified in the Terms and Conditions.
7. Confidential information, personal data and related detailed information relating to a specific Vehicle Operator's account shall be provided to the User after submission of the Vehicle Registration Certificate registered in the Vehicle Operator's account.
8. The list of Distribution Points and their opening hours are published on the Customer Portal or can be obtained at the Customer Service Line.
9. Customer Service Line:
- a) provides general information about the Electronic Toll System;
 - b) provides information on the details of billing and clarifies any objections to the bill;
 - c) accepts the reporting of a technical failure of an Electronic Device, its loss or theft,
 - d) enables to receive requests to create access to the Customer Zone and to reset password for access to the Customer Zone;
 - e) enables the receipt of claims, complaints and suggestions;
 - f) enables the receipt of reports on technical issues of the Electronic Toll System;
 - g) enables the sending of duplicate tax documents;
 - h) provides communication in Czech, English, German, Polish, Romanian, Hungarian, Russian;
 - i) provides other services specified in the Terms and Conditions.
10. Confidential information, personal data and related detailed information relating to a specific Vehicle Operator's account is provided only after verification by the Customer Service Line staff of the caller to whom such information is provided only after answering control questions regarding selected registered data.
11. The Customer Service Line operating hours are secured non-stop, except for the time necessary to repair and maintain the Electronic Toll System. The Customer Service Line can be contacted by telephone, e-mail or post. Contact details of the Customer Service Line can be found on the Customer Portal.
12. Customer Portal:
- a) provides general information about the Electronic Toll System, including the toll calculator for approximate toll calculation;
 - b) provides access to the Customer Zone;
 - c) provides information materials for download in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
 - d) provides other services specified in the Terms and Conditions.
13. Customer Zone:
- a) enables a Vehicle to be registered in the Electronic Toll System in the Prepay Mode;
 - b) enables the conclusion and amendment of the Agreement on Conditions of Postpay Mode on with Deferred Maturity (with Bank Guarantee), including the acceptance of Bank Guarantees,
 - c) enables to reset the password for accessing the Customer Zone;
 - d) enables additional full User Registration in the Prepay Mode;
 - e) enables to change the contact details of the Vehicle Operator or change the way of delivery of Invoices after the User Registration,
 - f) enables payment of a Deposit;
 - g) enable the payment of Prepaid Toll in the Prepay Mode;
 - h) allows for additional payment of the Toll due for driving a Vehicle on Toll Roads without an Electronic Device or with a non-operational Electronic Device after providing the necessary information by the user (reconstruction of the route according to the date, place and time of entry and exit from Toll Roads);
 - i) enables the submission of an application for a supplementary Toll payment for another reason than a non-existent or non-operational Electronic Device;
 - j) enables to obtain electronic statements of toll transactions for the previous calendar month with a breakdown by individual days;

- k) enables the issuance of duplicate tax documents;
 - l) enables the receipt of supporting documents for the provision of a Toll Discount under the Regulation;
 - m) enables the receipt of claims, complaints and suggestions;
 - n) enables the receipt of reports on technical issues;
 - o) provides communication and information materials for download in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
 - p) ensures other services specified in the Terms and Conditions.
14. The condition for accessing the above-mentioned customer services through the Customer Zone is for the User to log in by means of a login name, password and one-time verification code or by means of the electronic identification tool, which protects information against abuse by an unauthorised person.
 15. After registering a Vehicle in the Electronic Toll System, or after the Agreement on Conditions of Postpay Mode, the System Operator shall deliver to the Vehicle Operator the login data for the Customer Zone. The System Operator shall be obliged to take and apply all security measures to prevent any compromise of confidentiality of the login data by a third party; the Vehicle Operator is not entitled to disclose the password to a third party. For logging in the Customer Zone the User can use the delivered credentials or the electronic identification tool.
 16. After termination of the vehicle registration, or the termination of the Agreement on Conditions of Postpay Mode, no later than 60 days from the date of termination of the Vehicle registration or of the aforementioned agreement, the access to Customer Zone and hence the login and access password will expire.
 17. Login names and passwords are not transferable. It is the responsibility of the Vehicle Operator to take all precautions necessary to prevent third parties from accessing them. If unauthorised disclosure to a third party or other misuse of information in question occurs, the Vehicle Operator shall be obliged to immediately inform the System Operator of this fact. If unauthorised disclosure to a third party or other misuse of information in question occurs, the System Operator shall be entitled to immediately suspend access of the Vehicle Operator to the Customer Zone. The System Operator shall not be liable for any damage incurred by the Vehicle Operator in the event of unauthorised access and/or misuse of the Customer Zone.
 18. If the Vehicle Operator forgets the login name and/or password, it may inform the System Operator of this fact, who will generate a new login name and/or password upon its request.
 19. Mobile application:
 - a) provides information about the Electronic Toll System, including the toll calculator for approximate toll calculation;
 - b) enables the payment of Prepaid Toll in the Prepay Mode;
 - c) provides communication and information materials for download in Czech, English, German, Slovak, Polish, Romanian, Hungarian, Russian, Bulgarian, Lithuanian, Serbian, Turkish;
 - d) ensures other services specified in the Terms and Conditions.

2 PREPAY MODE

The provisions of this section of the Terms and Conditions regulate the rights and obligations of Users and the System Operator in the Prepay Mode.

2.1 Payment means in the Prepay Mode

1. In the Prepay Mode, Toll at Contact and Distribution Points can be prepaid through the following means of payment:
 - a) In cash at a Contact Point or a Distribution Point,
 - b) By a Payment Card at a Contact Point, a Distribution Point, through the Customer Zone or the mobile application; the list of accepted Payment Cards is published on the Customer Portal;
 - c) By a Fuel Card at a Contact Point or a Distribution Point; a list of accepted Fuel Cards is published on the Customer Portal;
 - d) By wire transfer, cashless payment of toll directly to the System Operator's account through a payment order.
2. Payment by a Payment Card or a Fuel Card must be confirmed by the authorisation centre and accepted by the Payment Card or Fuel Card issuer. In case of unsuccessful authorisation, or non-acceptance of payment by the Payment Card or Fuel Card issuer, the Vehicle Operator and/or the Driver is obliged to make the payment by another, one of the above mentioned payment means.

2.2 Prepay Mode Terms, Refund of Prepaid Toll and Deposit

1. The following limits are set for Toll payment:
 - a) the minimum amount of one-off payment of Prepaid Toll is set at CZK 1,000;
 - b) the maximum amount of a one-off increase in the Prepaid Toll in cash is set at CZK 15,000;
 - c) the minimum balance of the Prepaid Toll is set at CZK 600.
2. If the amount of the Prepaid Toll is equal to or less than the set minimum balance of the Prepaid Toll, the Electronic Device indicates that the Vehicle Operator and/or Driver has reached this limit in accordance with the Electronic Device User's Guide. Based on the indication, the Vehicle Operator and/or the Driver is obliged to prepay the Toll in one of the above mentioned ways or to exit the Toll Roads. The user is aware of the possible penalty arising from the Act in case of using the Toll Roads without the necessary amount of Prepaid Toll.
3. If the amount of Prepaid Toll is less than CZK 0, the Electronic Device indicates that the limit has been reached according to the Electronic Device User's Guide - the status blocked.
4. If a Toll Debt is registered, i.e. the amount of the Prepaid Toll is less than CZK 0, the Toll Top-up will at first pay for the Toll Debt and then the Prepaid Toll will be topped up.
5. The unused Prepaid Toll will be forfeited and will not be refunded to the User if there has been no Toll Transaction for the registered Electronic Device since the date of its receipt or the date of the last Toll Transaction for more than 1 year and the Electronic Device has not been returned to the System Operator until that time.
6. If there has been no Toll Transaction for the registered Electronic Device since the date of its receipt or the date of the last Toll Transaction for more than 1 year and the Electronic Device has not been returned to the System Operator, and at the same time the amount of Prepaid Toll is lower than CZK 0. The System Operator shall calculate the Toll Debt that the Vehicle Operator is obliged to pay. The electronic invoice for the outstanding toll will be available to the Vehicle Operator via the Customer Zone. The System Operator shall send an e-mail notification about the electronic invoice being available in the Customer Zone to the e-mail address entered by the Vehicle Operator when registering the Vehicle in the Electronic Toll System.
7. The unused Prepaid Toll can only be refunded in full after the Vehicle has been withdrawn from the Electronic Toll System; partial payment is not possible. The unused Prepaid Toll and/or Deposit shall be refunded to the User by the same payment method as it was paid, while the unused Prepaid Toll and/or Deposit is refunded in cash up to a total amount not exceeding CZK 5,000. In the event that the amount of unused Prepaid Toll and/or Deposit is cumulatively over CZK 5,000, it shall be refunded in full only by wire transfer to the bank account specified by the Vehicle Operator in the request for refund of the Prepaid Toll and/ or Deposit. The unused Prepaid Toll and Deposit paid by a Payment Card or Fuel Card will be refunded (for Fuel Cards using the procedure in Chapter 6.1 of the Terms and Conditions) to the account of the relevant card from which it was paid or to another account specified by the card issuer. If the amount cannot be refunded through the issuer of the Payment Card or Fuel Card, the amount will be refunded to the account specified by the Vehicle Operator. Cash payouts are rounded down to the lowest integers of the valid coin; no rounding is applied to account payments. Bank charges related to the transfer of funds are governed by Act No. 284/2009 Coll. on the Payment System as amended. The paid funds must be checked by the User on the spot according to the received documents (e.g. proof of refund of the Deposit, proof of refund of the Prepaid Toll). Later claims will not be considered.
8. If the Payment Card or Fuel Card was lost, stolen or otherwise misused and the Vehicle Operator did not block the card with the card issuer, the System Operator shall not be liable for payments made with such a card and shall not reimburse toll payments via such non-blocked card.
9. The Vehicle Operator agrees that claims arising from the payment of the Prepaid Toll, the Deposit or service fees according to the List of Fees performed by a Fuel Card shall be assigned from the System Operator onto CzechToll s.r.o., registered office at: Argentinská 1610/4, Holešovice, 170 00 Prague 7, company reg. no.: 06315160 as the supplier of the system (hereinafter referred to as "CzechToll s.r.o.") and subsequently onto the Fuel Card Issuer. The Fuel Card Issuer shall therefore be the Customer's ultimate creditor in relation to the specified claims.
10. The Vehicle Operator agrees that CzechToll s.r.o. shall assume the potential liabilities of the System Operator towards the Customer making payments with the Fuel Card (as a result of the System Operator's obligation to refund Prepaid Tolls, the Deposit or the Customer's recognised claims). The Fuel Card Issuer shall therefore be the ultimate debtor of the Customer in relation to the specified liabilities.
11. In the event of discrepancies in the amount of the used Prepaid Toll, Deposit or Service Fees according to the List of Fees, the User shall proceed in accordance with Chapter 5 of the Terms and Conditions.
12. The Vehicle Operator shall make changes to the Vehicle Operator's data, including the change of the Vehicle Operator's name, registered office or legal form, with a registered User through the Customer Zone, at a Contact Point or via the claim form. The System Operator is obliged to implement a change reported via the claim form within thirty (30) days from the delivery of this notification at the latest.

3 POSTPAY MODE

The provisions of this section of the Terms and Conditions regulate the rights and obligations of Users and the System Operator in the Postpay Mode.

3.1 Payment means in the Postpay Mode

1. In the Postpay Mode, Toll, Deposit and Service Fees according to the List of Fees can be paid:
 - a) through a Fuel Card issuer, or
 - b) with deferred maturity based on a document issued by the System Operator in any of the following ways:
 - i. by wire transfer to the System Operator's Account,
 - ii. at Contact points by a Payment Card, Fuel Card or in cash.

3.2 Postpay Mode Terms

1. The condition for enabling the payment of Toll in the Postpay Mode is the conclusion of the Agreement on Conditions of Postpay Mode with Deferred Maturity (with Bank Guarantee) or the Agreement on Conditions of Postpay Mode with Fuel Card Payment.
2. Agreement on Conditions of Postpay Modes or their amendments may be concluded on behalf of the Vehicle Operator by its statutory body or by another person who presents the System Operator with a written power of attorney with an officially verified signature of a person authorized to act on behalf of the Vehicle Operator. The Vehicle Operator can collect the power of attorney form at a Contact Point or print it on the Customer Portal.
3. For the purposes of concluding an Agreement on Conditions of Postpay Mode, the Vehicle Operator shall provide the System Operator with the following information in particular:
 - a) name or company name and address of the registered office, if the Vehicle Operator is a legal entity;
 - b) name, surname, date of birth, address of residence, nationality, if the Vehicle Operator is a natural person;
 - c) name and surname, date of birth, nationality and home address of the authorised representative,
 - d) the Vehicle Operator's identification number, if assigned or equivalent in another country;
 - e) Vehicle Operator's tax identification number/value added tax identification number, if assigned,
 - f) information on the registration of the Vehicle Operator in the Commercial Register or similar register, if it is registered in such a register,
 - g) the address of the data box, if any, of the Vehicle Operator,
 - h) the LPN and the country in which the Vehicle is registered;
 - i) the Vehicle category according to the applicable legislation, in particular the Decree;
 - j) the total weight of the Vehicle, the number of Vehicle axles and the emission class of the Vehicle;
 - k) an indication of whether the Vehicle is equipped with a device or modification that might prevent the Electronic Device from functioning properly;
 - l) the estimated total length of the Toll Roads that the Vehicle Operator plans to cross during a specified period of time in the Postpay Mode;
 - m) the Vehicle Operator's bank connection,
 - n) contact details of the Vehicle Operator, including the e-mail address.
4. The condition for enabling the payment of the Toll in the manner specified in Art. 3.1, letter a) of the Terms and Conditions is furthermore the acceptance of a Fuel Card for the payment of Toll, Deposit and service fees according to the List of Fees by its issuer.
5. The condition for enabling the payment of Toll in the manner specified in Art. 3.1, letter b) of the Terms and Conditions also include the negotiation of the Bank Guarantee and the handover of the Guarantee Certificate to the System Operator. The bank guarantee must be issued for the amount requested by the System Operator according to item 2 Chapter 3.3.1. of the Terms and Conditions.
6. The Vehicle Operator acknowledges the fact that the System Operator is entitled to exclude both the Prefix Cards and the Issuer of the Fuel Card from the list of approved Fuel Cards. If a Card Prefix or Fuel Card issuer is removed from the list of approved Fuel Cards, the System Operator is entitled to block the relevant Electronic Device. A list of accepted Fuel Cards is available on the Customer Portal.
7. The Vehicle Operator agrees with the fact that claims arising from the liability to pay Tolls, the Deposit or service fees according to the List of Fees by the Customer with a concluded Postpay Terms Agreement with Fuel Card

Payment shall be assigned from the System Operator onto CzechToll s.r.o. and subsequently onto the Fuel Card Issuer. The Fuel Card Issuer shall therefore be the Customer's ultimate creditor in relation to the specified claims.

8. The Vehicle Operator agrees that CzechToll s.r.o. shall assume the potential liabilities of the System Operator towards the Customer with a concluded Postpay Terms Agreement with Fuel Card Payment (as a result of the System Operator's obligation to refund Prepaid Tolls, the Deposit or the Customer's recognised claims). The Fuel Card Issuer shall therefore be the ultimate debtor of the Customer in relation to the specified liabilities.

3.3 Agreement on Conditions of Postpay Mode with Deferred Maturity and Bank Guarantee

3.3.1 Negotiation of the Agreement on Conditions of Postpay Mode with Deferred Maturity

1. Each Vehicle Operator may conclude an Agreement on Conditions of Postpay Mode with Deferred Maturity at a Contact Point or through the Customer Zone for any number of charged Vehicles that it operates. In the event of conclusion of an Agreement on Conditions of Postpay Mode with Deferred Maturity at a Contact Point, the Vehicle Operator shall sign the Agreement on Conditions of Postpay Mode with Deferred Maturity in paper form, either directly at a Contact Point or outside of a Contact Point with subsequent delivery to the System Operator by post. When concluding an Agreement on Conditions of Postpay Mode with Deferred Maturity outside of a Contact Point, the Vehicle Operator's signature must be officially verified. In the case of conclusion of an Agreement on Conditions of Postpay Mode with Deferred Maturity by means of the Customer Zone, the Vehicle Operator shall sign the Agreement on Conditions of Postpay Mode with Deferred Maturity in electronic form using the guaranteed electronic signature.
2. The condition for the Agreement on Conditions of Postpay Mode is subject to the submission of a Guarantee Certificate confirming the Bank Guarantee, the amount of which in the Czech currency will be determined according to the following formula:
$$BG = \sum (T * KM * (BP + 2 * DD + 3))$$
where:
"BG" means Bank Guarantee;
"Σ" means the sum of the partial guarantees of the individual Vehicles registered to the Agreement on Conditions of Postpay Mode with Deferred Maturity;
"T" means the maximum toll rate for a given Vehicle category;
"KM" means the estimated number of kilometres driven by a given Vehicle per day on Toll Roads;
"BP" means the billing period in days;
"DD" means the Invoice due date in days.
3. The minimum amount of the Bank Guarantee calculated in accordance with the formula specified in item 2 of this Chapter of the Terms and Conditions must be CZK 2,500 per vehicle for each Vehicle specified in the Agreement on Conditions of Postpay Mode. The maximum amount of the Bank Guarantee is not limited.
4. The System Operator shall be entitled to assess the submitted Bank Guarantee within 30 days of its delivery and to decide on its acceptance or non-acceptance and subsequently inform the Vehicle Operator of its acceptance or non-acceptance stating the reason for the non-acceptance.
5. The Agreement on Conditions of Postpay Mode is effective as of the date of acceptance of the Guarantee Certificate confirming the Bank Guarantee. At the request of the System Operator, the Vehicle Operator can subsequently collect the Electronic Device(s) at a Contact or Distribution Point, or the Electronic Device(s) will be delivered by post.
6. The Vehicle Operator may, instead of the Guarantee Certificate confirming the existence of the Bank Guarantee, submit a written amendment to the Bank Guarantee issued under the Electronic Toll System operated until 30 November 2019 (hereinafter referred to as the "Amendment" and the "Electronic Performance Charging System Bank Guarantee"), subject to fulfilment of the following conditions:
 - a) The Electronic Performance Charging System Bank Guarantee is valid as at the date of submission of the Amendment and at the same time
 - b) The Amendment is signed by a person authorised to act on behalf of the Vehicle Operator's bank that issued the Electronic Performance Charging System Bank Guarantee.
 - c) In the Amendment, the bank shall expressly declare that the Electronic Performance Charging System Bank Guarantee also covers the System Operator's receivables from the Vehicle Operator arising from the Agreement on Conditions of Postpay Mode with Deferred Maturity concluded in accordance with these Terms and Conditions and, at the same time.

- d) The validity of the Electronic Performance Charging System Bank Guarantee shall be extended by the Amendment so that the period of the Electronic Performance Charging System Bank Guarantee meets the conditions set out in Article 3.3.3(4) of these Terms and Conditions, and
- e) The amount of the Electronic Performance Charging System Bank Guarantee shall be determined in such a way that, after deducting any claims already made from the Electronic Performance Charging System Bank Guarantee, it shall at least equal the sum of (i) the minimum amount of the Bank Guarantee pursuant to this Article 3.3.1 of the Terms and Conditions and (ii) the minimum amount of the Electronic Performance Charging System Bank Guarantee that is required by the System Operator for the Electronic Toll System operated until 30 November 2019.

In such a case, the Agreement on Conditions of Postpay Mode shall become effective on the date of acceptance of the Amendment in accordance with the procedure in paragraph 4 of these Terms and Conditions. All provisions of these Bank Guarantee Terms and Conditions shall subsequently apply to the Electronic Performance Charging System Bank Guarantee pursuant to the Amendment.

- 7. After the settlement of all obligations of the Vehicle Operator towards the System Operator within the Electronic Toll System operated until 30 November 2019, the Vehicle Operator shall be entitled to request the System Operator to issue a written partial waiver of the Vehicle Operator bank's obligation to perform from the Electronic Performance Charging System Bank Guarantee, pursuant to the Amendment, over the minimum amount for which the Bank Guarantee is to be issued at the given time pursuant to Article 3.3.1 (2) and (3) and Article 3.3.2 of these Terms and Conditions.

3.3.2 Amendment of the Agreement on Conditions of Postpay Mode with Deferred Maturity

- 1. If the data are amended on the basis of which the minimum amount of the Bank Guarantee has been calculated and/or the fact arises that the Bank Guarantee is not sufficiently covered, the Vehicle Operator is obliged to provide a new Bank Guarantee or a supplement to the issued Bank Guarantee that was accepted by the System Operator. The new/supplemented Bank Guarantee must reflect the changes in parameters in the calculation of the minimum amount of the Bank Guarantee. The System Operator then informs the Vehicle Operator of its acceptance or non-acceptance, stating the reason for the non-acceptance.
- 2. The System Operator shall be entitled to unilaterally increase the minimum amount of the Bank Guarantee, while the Vehicle Operator shall be obliged to provide additional security for the payment of the Toll according to the aforesaid item 1 of this Chapter of the Terms and Conditions.
- 3. The Vehicle Operator or its authorised representative may amend the Agreement on Conditions of Postpay Mode in person at a Contact Point, through the claim form or through the Customer Zone.
- 4. The System Operator shall register changes in the data in the Electronic Toll System without unreasonable delay, and if the essential points of the Agreement on Conditions of Postpay Mode change, the Vehicle Operator shall be obliged to conclude an amendment to the existing Agreement on Conditions of Postpay Mode.
- 5. In case of reporting a change of data at a Contact Point or via the claim form, the Vehicle Operator shall sign an amendment to the Agreement on Conditions of Postpay Mode with Deferred Maturity in paper form, either directly at the Contact Point or outside the Contact Point with subsequent delivery to the System Operator by post. If concluding an amendment to the Agreement on Conditions of Postpay Mode with Deferred Maturity outside of a Contact Point, the Vehicle Operator's signature must be officially verified. In case of reporting a change of data through the Customer Zone, the Vehicle Operator shall sign an amendment to the Agreement on Conditions of Postpay Mode with Deferred Maturity in electronic form using the guaranteed electronic signature.

3.3.3 Bank guarantee

- 1. If the Toll amount reaches 70% of the Bank Guarantee in one billing period, the System Operator shall inform the Vehicle Operator via e-mail notification.
- 2. If the Toll amount reaches 80% of the Bank Guarantee in one billing period, the System Operator shall inform the Vehicle Operator of this fact via the Electronic Device, which indicates that this limit has been reached in accordance with the Electronic Device User's Guide.
- 3. If the Toll amount reaches 90% of the Bank Guarantee in one billing period, the System Operator shall inform the Vehicle Operator accordingly by blocking all Electronic Devices specified in the Agreement on Conditions of Postpay Mode with Deferred Maturity. The Electronic Device indicates that this limit has been reached according to the Electronic Device User's Guide.
- 4. The Vehicle Operator shall be obliged to ensure that the Bank Guarantee is issued for a period of at least eighteen (18) months and, always three (3) months before the end of the Bank Guarantee validity at the latest, the existing (still valid) Bank Guarantee has to be extended by the Bank, or a new Bank Guarantee has to be issued, and the System Operator approved the Guarantee Certificate and the period of validity of the Bank Guarantee shall not be

shorter than the Invoice due date. The Vehicle Operator is responsible for monitoring the validity of the Bank Guarantee. If less than five (5) months remain before the expiry of the Bank Guarantee, a warning will be sent to the Vehicle Operator. If, at the latest three (3) months before the expiry of the Bank Guarantee, such a Bank Guarantee is not extended by the Bank or a new Bank Guarantee issued or the relevant Guarantee Certificate is not approved by the System Operator, the System Operator shall be entitled to carry out immediate blocking of all Electronic Devices issued for the Vehicle Operator registered to the relevant Agreement on Conditions of Postpay Mode with Deferred Maturity and to terminate the Agreement on Conditions of Postpay Mode with Deferred Maturity with the effect as of the date of delivery of the notice. The User is aware of the fact that the System Operator has a period of thirty (30) days from its delivery for the approval of a new Bank Guarantee or its amendment.

3.3.4 Billing and Invoice Maturity

1. Tolls and other fees for services according to the List of Fees are charged to the Vehicle Operator for a billing period, which may be agreed in the Agreement on Conditions of Postpay Mode with Deferred Maturity for two (2) calendar weeks or one (1) calendar month.
2. The period of maturity of an Invoice may be agreed in the Agreement on Conditions of Postpay Mode with Deferred Maturity for a period of fifteen (15) or thirty (30) days. The maturity period starts from the date of issue of the Invoice. In case of payment to the bank account, the amount according to the Invoice must be credited to the System Operator's account no later than on the due date.
3. Electronic Invoices are available for the Vehicle Operator via the Customer Zone. The System Operator will send an e-mail notification to the Vehicle Operator about the availability of the Electronic Invoice at the Customer Zone to the e-mail address specified by the Vehicle Operator.
4. When making payments to a bank account, the Vehicle Operator is always obliged to enter the variable and specific identifiers indicated on the Invoice. The Vehicle Operator acknowledges that its payment is always used to pay for the oldest outstanding Invoice. The System Operator warns the Vehicle Operator that in the event that the variable and specific identifiers are not entered or entered incorrectly, the payment will be deemed to be unperformed until it is correctly posted and the Vehicle Operator will bear all the related consequences (e.g. blocking the Electronic Device due to late payment of the Invoice).
5. Any overpayments of the Invoice shall be included in the following billing period only unless they have been set off unilaterally by the System Operator against the Vehicle Operator's liabilities. If the Vehicle Operator wishes to be refunded for the overpayment of an Invoice before the end of the following billing period, it must request so in writing by means of a duly completed refund request delivered to the System Operator. A sample request for a refund is available on the Customer Portal. If the overpayment refund is requested by wire transfer, the overpayment will be paid by a wire transfer to the Vehicle Operator's bank account specified in the Agreement on Conditions of Postpay Mode, or possibly using the bank account specified in the request for refund, if the bank account of the Vehicle Operator is not specified in the valid and effective Agreement on Conditions of Postpay Mode with Deferred Maturity. The System Operator shall return the funds immediately after processing this request, and no later than 60 days from the date of delivery of a duly completed refund request to the System Operator.

3.4 Agreement on Conditions of Postpay Modes with Fuel Card Payment

3.4.1 Negotiation of the Agreement on Conditions of Postpay Mode with Fuel Card Payment

1. Any Vehicle Operator may apply at a Contact Point or with the Fuel Card Issuers appointed by the System Operator for conclusion of an Agreement on Conditions of Postpay Mode with Fuel Card Payment for any number of vehicles it operates and which use toll roads. The Vehicle Operator is obliged to present to the System Operator all Fuel Cards which will be used for payment of Toll, Deposits and other fees for services according to the List of Fees for authorisation by the Fuel Card Issuer. The provisions also apply in the case of registration of another Vehicle, under an already concluded Agreement on Conditions of Postpay Mode with Fuel Card Payment.
2. The Agreement on Conditions of Postpay Mode with Fuel Card Payment shall become effective upon the fulfilment of the Vehicle Operator's obligation stated in the previous item 1 of this Chapter of the Terms and Conditions, i.e. after confirmation of the authorisation by the Fuel Card Issuer.
3. If the Fuel Card expires or the Fuel Card is blocked by the Fuel Card Issuer, the relevant Electronic Device (meaning any Electronic Device that records Toll Events paid by this Fuel Card) shall be blocked by the System Operator.

3.4.2 Amendment to the Agreement on Conditions of Postpay Mode with Fuel Card Payment

1. If the Vehicle Operator requests a change of the Fuel Card (meaning a request to use another Fuel Card of the same issuer), it is obliged to submit a new Fuel Card for authorisation to the System Operator, or to ask the Fuel Card Issuer to carry out the change.
2. If the Vehicle Operator requests a change of the Fuel Card Issuer, the Vehicle Operator shall be obliged to return all originally used Electronic Devices, to terminate the original Agreement on Conditions of Postpay Mode following the procedure under item 1 Chapter 3.6 of the Terms and Conditions and conclude an Agreement on Conditions of Postpay Mode with Fuel Card Payment according to Art. 3.4.1 of the Terms and Conditions.
3. The Vehicle Operator or its Authorised Representative can make an amendment to the Agreement on Conditions of Postpay Mode with Fuel Card Payment in person at a Contact Point, via the claim form or through the issuer of this Fuel Card.
4. The System Operator shall register changes in the data in the Electronic Toll System without unreasonable delay, and if the essential points of the Agreement on Conditions of Postpay Mode with Fuel Card Payment change, the Vehicle Operator shall be obliged to conclude an amendment to the existing Agreement on Conditions of Postpay Mode with Fuel Card Payment.
5. The Vehicle Operator shall sign an amendment to the Agreement on Conditions of Postpay Mode with Fuel Card Payment in paper form, either directly at a Contact Point or outside the Contact Point, with subsequent delivery to the Fuel Card Issuer or the System Operator by post. If concluding an amendment to the Agreement on Conditions of Postpay Mode with Deferred Maturity outside of a Contact Point, the Vehicle Operator's signature must be officially verified.

3.4.3 Billing and Invoice Maturity

1. The System Operator shall issue an Invoice to the Vehicle Operator containing all Toll Transactions executed in the billing period. If the Invoice contains only Toll Transactions authorised by the Fuel Card Issuer, it is only informative for the Vehicle Operator and not paid by the Vehicle Operator. In the event that not all Toll Transactions were authorised by the Fuel Card Issuer during the billing period, the Invoice shall contain all information necessary for the payment of unauthorized Toll Transactions that the Vehicle Operator is obliged to pay.
2. Electronic Invoices are available for the Vehicle Operator via the Customer Zone. The System Operator will send an e-mail notification to the Vehicle Operator about the availability of the Electronic Invoice at the Customer Zone to the e-mail address specified by the Vehicle Operator.
3. The System Operator is entitled at any time, based on the information provided by the Fuel Card Issuer, to update the relevant Fuel Cards which can be used to pay for the Toll. The Vehicle Operator is informed about the withdrawal/inability to use the Fuel Card via the Electronic Device toll account status indicator. When indicating a toll account status requiring attention by the Driver, the Driver is obliged to interrupt the journey and contact the Customer Service Line.
4. The System Operator is entitled at any time to remove both the Prefix Cards and the Fuel Card Issuer from the list of accepted Fuel Cards. The Vehicle Operator shall be informed of the removal of the Card Prefix or of the Fuel Card Issuer sufficiently in advance through the Customer Portal.
5. When the Card Prefix or Fuel Card Issuer is removed, the Vehicle Operator is obliged to provide a substitute security for the Toll payment in one of the ways defined in the Chapter 3.1 of the Terms and Conditions or is obliged to exit the Toll Roads by all Vehicles for which the toll payment obligation was secured by the Fuel Card with the Card Prefix removed or issued by the Fuel Card Issuer removed.
6. Under the conditions set forth in the Terms and Conditions, the Deposit paid by the Fuel Card shall be returned to the account of the Fuel Card it was paid to or to another account designated by the User in the cases specified in item 6 Chapter 2.2. of the Terms and Conditions.

3.5 Failure to pay Invoice

1. If the Vehicle Operator fails to pay the Invoice properly and the payment is not credited to the System Operator's account by its due date at the latest, it shall be in default with the payment. The Vehicle Operator is responsible for monitoring the maturity and timely payment of Invoices.
2. The proper payment of an Invoice is considered to be the payment of an Invoice by crediting the System Operator's bank account in accordance with the main identification data on the Invoice, in particular the variable identifier, the specific identifier, the amount to be paid and the bank account number. If it is not possible to assign a payment without providing one of the main identification data, the Invoice is not considered to be paid.

3. In the event of delay in payment of the Invoice, the System Operator is entitled to charge the Vehicle Operator default interest on the outstanding amount in the amount stipulated by generally binding legal regulations.
4. If the Invoice is not paid within 3 days of its due date, the System Operator is entitled to block all Vehicle Operator's Electronic Devices in arrears with payment of Tolls and other obligations, and each blocked Electronic Device shall indicate to the Vehicle Operator and/or Driver the status blocked according to the Electronic Device User's Guide. The System Operator shall be entitled to proceed according to item 13 Chapter 1.4 of the Terms and Conditions.
5. In the event of delay with payment of an Invoice, the System Operator shall send the Vehicle Invoice a first reminder for the payment of the Invoice by the third business day following the expiry of the due date of the receivable in vain, in which the System Operator shall set an additional deadline for payment of 14 days, which will start to run as of the due date of the receivable. This additional deadline does not extend the maturity of the receivable.
6. After the deadline set in the first reminder expires in vain, the System Operator's claim will be settled from the Bank Guarantee provided by the Vehicle Operator.
7. If the Vehicle Operator fails to pay the Invoice after the expiry of the additional payment deadline specified in the first reminder and the claim is not fully satisfied from the Bank Guarantee, the System Operator will send the Vehicle Invoice a second reminder for the Invoice payment, and in the second reminder the System Operator again sets an additional payment deadline of 5 calendar days from the date of sending the second reminder. This additional deadline does not extend the maturity of the receivable.
8. If the amount of the outstanding Invoice is higher than the amount of the Bank Guarantee provided, the System Operator is entitled to enforce/recover the remaining amount of the outstanding Invoice through court proceedings.
9. If the System Operator applies, in accordance with item 7 **Chyba! Nenašiel sa žiaden zdroj odkazov.** of this article of the Terms and Conditions, the right to use the funds from the Bank Guarantee, the Vehicle Operator shall be obliged to replenish the provided funds up to the original amount without unreasonable delay after their use, at the latest within 30 days from the due date of the receivable for which the funds from the Bank Guarantee were used.
10. To avoid any doubt, the System Operator states that the Vehicle Operator is in delay with the payment of Toll, Deposits and other fees for services according to the List of Fees even if the Fuel Card Issuer defaults for any reason in case of an assigned receivable for the payment of Toll, Deposit or other fees for services according to the List of Fees. In such a case, the Vehicle Operator gets into delay on the day when the payment should have been transferred by the Fuel Card Issuer.

3.6 Termination of the Agreement on Conditions of Postpay Mode

1. The Vehicle Operator is entitled to terminate the Agreement on Conditions of Postpay Mode without giving reasons. The termination of the Agreement on Conditions of Postpay Mode may also be considered a return of all the Electronic Devices registered for the Agreement on Conditions of Postpay Mode by the Vehicle Operator.
2. The System Operator shall be entitled to terminate the Agreement on Conditions of Postpay Mode with effective termination as of the day considered to be the day of delivery under item 4 of this Chapter of the Terms and Conditions and item 3 of Chapter 6.2 of the Terms and Conditions if the Vehicle Operator is in delay with the payment of the Invoice pursuant to Chapter 3.5. of the Terms and Conditions.
3. The System Operator shall be entitled to terminate the Agreement on Conditions of Postpay Mode if the Card Prefix validity expires or the Fuel Card Issuer is annulled with effect as of the date specified in the notice, with effect not earlier than one (1) month from delivery of the notice.
4. In the event of a notice given by the System Operator, the notice must be delivered to the Vehicle Operator by post.
5. The provisions of Chapter 3.6 of the Terms and Conditions shall not affect the right of the Parties to terminate the Agreement on Conditions of Postpay Mode under other articles of the Terms and Conditions. The provisions of item 4 of this Chapter of the Terms and Conditions and item 3 of Chapter 6.2 of the Terms and Conditions shall also apply to the notice of termination under these other articles of the Terms and Conditions.
6. The Agreement on Conditions of Postpay Mode is terminated by a written notice delivered to the other Party to its address specified in the Agreement on Conditions of Postpay Mode. In such a case, the agreement on the conditions for the subsequent payment shall terminate upon the expiry of one month's notice. The notice period begins on the first day of the calendar month following the month in which the notice was delivered to the other Party.
7. The termination of the Agreement on Conditions of Postpay Mode shall become valid on the day of the termination of the Agreement on Conditions of Postpay Mode being signed by the System Operator and shall become effective on the date of due and complete settlement of all obligations arising from the Agreement on Conditions of Postpay Mode.

4 TOLL EXEMPTION MODE

The provisions of this section of the Terms and Conditions regulate the rights and obligations of the Users and the System Operator in the Toll Exemption Mode.

4.1 Terms and Conditions of the Toll Exemption Mode

1. The condition for the use of Electronic Device in the Toll Exemption Mode is the conclusion of an Agreement on Conditions of using Electronic Device in Exempt Mode.
2. An Agreement on Conditions of using Electronic Device in Exempt Mode or its modification may be concluded on behalf of the Vehicle Operator by its statutory body or by a person authorized by public authorities and organizations, or by another person that demonstrates its authorisation to the System Operator by the power of attorney with an officially certified signature authorised to act on behalf of the Vehicle Operator. At the same time, the User is obliged to submit a verified document confirming its legal personality and the Vehicle Technical Certificate or the Vehicle Registration Certificate. If the Vehicle of the User has a plated windscreen, the User is obliged to inform the System Operator of this fact when registering the Vehicle. The User shall be responsible for the accuracy of the data and documents submitted.
3. The Vehicle Operator may conclude an Agreement on Conditions of using Electronic Device in Exempt Mode at a Contact Point.
4. The change to the Vehicle Operator's data must be notified to the System Operator via the claim form. The System Operator shall be obliged to execute the reported changes no later than thirty (30) days from the receipt of this notification.

4.2 Invoice Payment

1. If an Invoice is issued in accordance with Chapter 1.8 of the Terms and Conditions, the maturity period is set at thirty (30) days. The maturity period starts from the date of issue of the Invoice. In case of payment to the bank account, the amount according to the Invoice must be credited to the System Operator's account no later than on the due date.
2. If the Vehicle Operator fails to pay the Invoice and the payment is not credited to the System Operator's account by its due date at the latest, it shall be in default with the payment. The Vehicle Operator is responsible for monitoring the maturity and timely payment of Invoices.
3. If the Vehicle Operator is in delay with the payment of an Invoice, the System Operator is entitled to charge late interest in the amount stipulated by generally binding legal regulations.

4.3 Termination of the Agreement on the Terms of Use of the Electronic Device in the Toll Exemption Mode

1. The Vehicle Operator is entitled to terminate the Agreement on the Terms of Use of the Electronic Device in the Toll Exemption Mode without giving reasons. The notice of termination shall be in writing and shall take effect on the date of return of the last Electronic Device to the System Operator.
2. The return of all Electronic Devices registered for the Vehicle Operator can be considered as giving a notice on the part of the Vehicle Operator.
3. The System Operator is entitled to terminate the Agreement on the Terms of Use of the Electronic Device in the Toll Exemption Mode in case that the reason for the toll payment exemption has expired.
4. In the event of a notice given by the System Operator, the notice must be delivered to the Vehicle Operator by post.
5. The provisions of Chapter 4.3 of the Terms and Conditions shall not affect the right of the Parties to terminate the Agreement on the Terms of Use of the Electronic Device in the Toll Exemption Mode under other articles of the Terms and Conditions. The provisions of the Chapter 4.3, item 4 of the Terms and Conditions and item 3 Chapter 6.2 of the Terms and Conditions shall also apply to the termination under these other articles of the Terms and Conditions.

5 CLAIM

The provisions of this section of the Terms and Conditions regulate the rights and obligations of Users and the System Operator in the Electronic Toll System.

5.1 General conditions of a claim

1. If the User discovers discrepancies in services or in documents on payment of Toll, Deposits or other fees for services provided by the System Operator, the User shall be entitled to file a claim with the System Operator together with its justification and evidence of the alleged facts, unless the Terms and Conditions stipulate otherwise. Filing a claim does not affect the User's obligation to pay the Invoice within the due date.
2. The Vehicle Operator or a duly authorized person (hereinafter referred to as the "Authorized Person") may initiate a claim procedure/claim as follows:
 - a) on the basis of a claim filed in written form and duly delivered via e-mail message to info@mytocz.eu or to the address of the registered office of System Operator or to the data box of the System Operator;
 - b) on the basis of a personally filed claim at any Contact Point or Distribution Point, the claim must also be written in this case (i.e. submitted in written form);
 - c) on the basis of a claim submitted via the Customer Zone;
 - d) on the basis of a claim filed by telephone through the Customer Service Line.
3. A claim, except for the item 2 letter b) and d) of this Chapter of the Terms and Conditions, may be submitted exclusively in written form issued for this purpose by the System Operator, or by completing and sending the form provided at the Customer Zone. The claim printable forms are available on the Customer Portal.
4. When filing a claim, the User shall be obliged to submit evidence confirming its legitimacy.
5. If settlement of the claim requires the need to submit further information or evidence, the System Operator shall request the User to add such information; the User is then obliged to complete the required information within fourteen (14) days from the date of delivery of the request, otherwise the claim will be rejected.
6. The Vehicle Operator shall be entitled to file a claim within 30 days of the day on which he/she became aware or could have learned for the first time about the fact that is the subject of the claim. In the event that the Driver to whom the claim involves learns about the fact that is the subject of the claim before the Vehicle Operator, the 30-day period begins to run on the day on which the Driver became aware of this fact or could have learned for the first time. The System Operator reserves the right not to accept a claim:
 - a) if it has not been filed at a location and in the manner required by the Terms and Conditions and/or has not been filed within the specified time deadline;
 - b) if it is not complete and/or is ambiguous/unclear/anonymous and the Vehicle Operator does not complete the missing data and documents specified in the System Operator's written request to complete the claim within 14 days from its delivery; or
 - c) if it concerns facts not covered by the Terms and Conditions.
7. The System Operator shall bear the costs of the claim procedure until the decision on the claim is made - this does not apply to any costs of the Vehicle Operator/Driver incurred in connection with the claim procedure.
8. In case of failure to accept a claim under item 6 of this Chapter of the Terms and Conditions, the claim procedure shall not be initiated.
9. The claim procedure begins on the day of the proper application/acceptance of the claim pursuant to the Terms and Conditions. The initiation of the claim procedure shall be understood as:
 - a) in case of postal items - the day of proper delivery of a complete claim to the registry of the System Operator's registered office (stamp, date of incoming mail);
 - b) via e-mail - the next working day after the day of proper delivery of the complete claim to info@mytocz.eu
 - c) in case of a data message sent via the data box - the nearest business day after the day of proper delivery of a complete claim to the System Operator's data box address;
 - d) in case of personal delivery at a Contact Point and/or a Distribution Point - the next business day after the day of proper receipt of a complete claim at a Contact Point or a Distribution Point,
 - e) at the Customer Zone - the next working day after the proper electronic submission of a fully completed claim form via authorised access;
 - f) in case of regular telephone reporting - the next working day after the day of the phone call. If a claim is made by telephone, the written form of handling the statement on the claim is not a condition.
10. The System Operator shall be obliged to handle the claim without unreasonable delay, but no later than thirty (30) days from its proper application.
11. In case the claim is incomplete, i.e. in accordance with item 6 of this Chapter of the Terms and Conditions incomplete and/or ambiguous and/or anonymous, the deadline for handling the claim starts to run on the date of completion of the missing information.

12. The claim procedure ends on the day of the claim resolution, which is the end of the claim procedure.
13. The contact person of the Vehicle Operator stated in the claim form shall be informed about the handling of the claim by sending a written opinion delivered by post or by e-mail message or even by means of a data message, or by placing it in the Customer Zone. If the claim is made by telephone, its written form is not a condition. When reporting a claim by telephone, the telephone notification of its resolution shall be deemed its resolution.

5.2 Discrepancies in the amount of billing a Toll, Deposits and other fees for services according to the List of Fees

1. If the claim is settled by refunding the financial amount to the User, it shall be refunded with the same payment method, which was paid by the User, except for cash payments, payments by Payment or Fuel Card in cases pursuant to Chapter 2.2, item 6 of the Terms and Conditions and bank transfers where such an amount is refunded according to the User-provided identification data for the User-selected bank account. Bank charges related to the transfer of funds are governed by the Payment System Act. If the User provides inaccurate bank account information, it will bear all costs associated with an unimplemented payment.

6 OTHER AND FINAL PROVISIONS

The provisions of this section of the Terms and Conditions regulate the rights and obligations of Users and the System Operator in the Electronic Toll System.

6.1 Refunds to Users in case of a Fuel Card

1. In the event of a refund by the System Operator to the Vehicle Operator who has paid its debt to the System Operator with a Fuel Card under these Terms and Conditions, the System Operator's debt to the Vehicle Operator is met by the System Operator's debt being assumed by the Fuel Card Issuer.
2. By registering in the Electronic Toll System or by signing the Agreement on Conditions of Postpay Mode with Fuel Card Payment, the Vehicle Operator agrees that the Fuel Card Issuer will assume, through PPF Bank, a.s., registered office Evropská 2690/17, postcode: 16041, Prague 6, company reg. no.: 47116129, the System Operator's debt towards the Vehicle Operator for refund of the relevant Toll and/or Deposit amount. The relevant amount will be refunded to the Vehicle Operator by the Fuel Card Issuer according to the terms and conditions of the Fuel Card Issuer. In the event of dissolution of the original Fuel Card Issuer or due to the removal of the Fuel Card Issuer by the System Operator, the relevant amount will be refunded to the bank account, which shall be communicated in advance by the Vehicle Operator.

6.2 Delivery and Communication

1. Unless otherwise stated in the Terms and Conditions, documents addressed to the System Operator shall be delivered by post, e-mail, data message or personal delivery to a Contact Point. Contact details can be found on the Customer Portal.
2. Unless stated otherwise in the Terms and Conditions, documents addressed to the Vehicle Operator shall be delivered by post, data message or e-mail.
3. Documents shall be delivered by post to the address of the Vehicle Operator's registered office/domicile or to the postal address provided to the System Operator, otherwise to the address specified in the relevant public register or other register in which the Vehicle Operator is registered. A consignment sent using a postal service operator shall be deemed to have arrived on the third working day following dispatch, but if sent to an address in another country, on the 15th working day after dispatch.
4. It is delivered by e-mail to the Vehicle Operator's e-mail address notified to the System Operator. The document shall be deemed delivered at the moment of its sending.
5. The data message shall be delivered to the Vehicle Operator's data box address. The document shall be deemed delivered upon the delivery of the acknowledgement of receipt of the data message to the System Operator's data box.
6. If the delivery of a document to the System Operator by postal transport depends on the fulfilment of a certain deadline, then for the avoidance of doubt it is considered that the document is duly served if it is delivered to the System Operator no later than the last day of this time deadline.
7. Office hours and Contact Points are listed on the Customer Portal.

8. The Vehicle Operator is responsible for the accuracy of the contact details provided to the System Operator.

6.3 Personal Data Processing

1. As the Personal Data Controller, the System Operator processes personal data in accordance with applicable legislation. As part of the fulfilment of the disclosure duty, the Controller shall provide the Data Subjects with the following information related to the processing and protection of personal data.
2. Contact details of the Controller can be found on the Customer Portal.
3. Contact details of the Data Protection Officer of the Controller are available on the website www.rsd.cz in the section of RMD Organisation/GDPR.
4. The Controller processes the Personal Data of Data Subjects for the purposes of the operation of the Electronic Toll System, or for the purpose of assessing, collecting and enforcing Tolls, Deposits, damages and other fees for services according to the List of Fees and Toll Discounts.
5. The legal basis for the processing of the Data Subject's Personal Data is the need for processing due to (i) the fulfilment of a legal obligation that applies to the Controller as the System Operator, (ii) the fulfilment of a task in public interest or in the execution of public authority, (iii) the performance of the contract concluded with the Data Subject.
6. The recipients of Personal Data may be government authorities in relation to which the transfer of personal data is imposed on the Controller by legislation and entities involved in the operation and administration of the Electronic Toll System.
7. Personal data will be processed manually and automatically. Automated processing ensues from the technical equipment used for toll calculation, without the profiling of Data Subjects. Personal data will be accessed by authorised employees of the Controller, or entities participating in the operation and administration of the Electronic Toll System according to their functional and professional classification.
8. Personal data shall only be kept for as long as it is necessary. The criteria for determining the storage period of the Data Subject's Personal Data by the Controller are (i) the moment of settling all claims arising from the legal obligations entered into between the Controller and the Data Subject or a subject with which the Data Subject is involved in any way in connection with the use of the Electronic Toll System, or the running of deadlines for the application of such claims, or (ii) the moment of expiration of the period for which the Controller is obliged to retain/archive Personal Data under the relevant provisions of the law, whichever comes later.
9. The Controller shall not transfer Personal Data to third countries outside the EU or to international organizations.
10. The Data Subject has the right in relation to his/her Personal Data (i) to request access to the Personal Data from the Controller, (ii) to request correction or deletion or restriction of the processing of Personal Data, (iii) raise an objection against Personal Data processing; (iv) transfer of Personal Data; (v) file a complaint with the Office for Personal Data Protection, registered office: Pplk. Sochora 27, Prague 7, Postcode: 170 00, Company reg. no.: 708 37 627. In order to verify the identity of the Data Subject, the Data Subject shall exercise the rights set forth above in this paragraph in relation to the Controller, or Personal Data Protection Officers, in the form of a written submission with an officially verified signature or in the form of an electronic submission with a guaranteed electronic signature.

6.4 Final and Interim Provisions

1. The rights and obligations of the parties not regulated by these Terms and Conditions, the Agreement on Conditions of Postpay Mode and the Agreement for Vehicles Exempt from Toll Payment expressly regulated shall be governed by the valid legislation of the Czech Republic. If the Terms and Conditions are drawn up by the System Operator in a language other than Czech, the Czech version shall always be decisive for the interpretation of the provisions of the Terms and Conditions.
2. The System Operator shall be entitled to change the Terms and Conditions to an appropriate extent. For the Users the amended Terms and Conditions are binding on the date specified therein. The System Operator shall publish the amended Terms and Conditions on the Customer Portal and ensure that they are available at Contact and Distribution Points at least fifteen (15) days before they become effective. The Vehicle Operator is entitled to reject the amended Terms and Conditions within five (5) days of their publication in writing provided that it terminates the contractual relationship with the System Operator at the same time. However it shall be bound by the original Terms and Conditions during the period of notice.
3. In accordance with Section 1753 of the Civil Code, the User expressly accepts in particular the business terms and conditions referred to in items 4 and 5 Chapter 1.8, item 6 Chapter 3.2, item 3 Chapter 3.4.1, items 4 and 10 Chapter 3.5 and items 2 and 6 Chapter 5.1 of the Terms and Conditions.

4. These Conditions are effective as of 6 November 2019 for the electronic toll system, which will be operated as of 1 December 2019.

Ing. Radek Mátl, m.p.

Entrusted with the Management of the Road and Motorway Directorate of the Czech Republic