

AUTOPAY TERMS AND CONDITIONS

§ I

General Provisions

- These Autopay Terms and Conditions ("**Terms and Conditions**") set forth the rules for accessing and using Autopay, including the use of the Services available on Autopay.
- Autopay is made available to the User by Autopay Mobility Sp. z o.o., with its registered office in Sopot, at ul. Powstańców Warszawy 6, 81-718 Sopot, Poland, entered in the Register of Entrepreneurs of the National Court Register under KRS No.: 0000794787, whose registration files are held at the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, with Tax ID (NIP): 5272898696, REGON: 383879060, with share capital of PLN 19,296,050.00, holding, as of July 5, 2024, the status of a large enterprise within the meaning of the Act of March 8, 2013, on counteracting excessive delays in commercial transactions ("**the Company**" or "**the Service Provider**").
- These Terms and Conditions constitute the basis for the Company's provision of electronic services to the User, in accordance with the requirements of the Act on the Provision of Electronic Services, and serve as a standard contract template within the meaning of the Civil Code.
- The Terms and Conditions are made available to the User free of charge on Autopay. The content of the Terms and Conditions may be obtained, reproduced, and stored by the User at any time, free of charge, in electronic form.
- In order to use Autopay, the User is required to review the Terms and Conditions, accept their content upon registration with Autopay, and comply with their provisions during the term of the Framework Agreement.

§ II

Definitions

Capitalized terms used in the Terms and Conditions have the following definitions:

- a. **Subscription Fee** – the fee payable by the Business User to the Service Provider for granting access to the Business Account and its functionalities, due for each Subscription Period commenced, determined as specified in the Terms and Conditions, in particular in accordance Appendix 10 to the Terms and Conditions, "Autopay Price List." The Subscription Fee does not apply to Accounts created via Online Banking.
- b. **App** or **Mobile App** – Autopay is available as a mobile app called "Autopay," designed to be installed on a mobile device that meets the requirements specified in the Terms and Conditions. For more information about the App, please visit the Website or in the App Store.
- c. **ASFINAG** – a stock corporation established under the ASFINAG Act, whose shares are wholly owned by the Republic of Austria: Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft; branch office: Schnirchgasse 17, 1030 Vienna, Austria; contact: tel. +43 (0) 50 108-10000, fax +43 (0) 50 108-10020, email office@asfinag.at; Commercial Register No. and Registry Court: FN 92191 a, Vienna Commercial Court; EU VAT No. ATU 43143200, which is authorized to collect tolls within the territory of the Republic of Austria.

- d. **Autopay** – software owned by the Company and made available by the Company through various access channels in the form of an Application, via the Website, or through Online Banking.
- e. **Autopay Fleet** – services offered by the Service Provider to business Users holding a Fleet Account, based on a separate agreement, the terms of which are set forth in the Autopay Fleet Terms and Conditions.
- f. **Electronic Banking** – a service offered by the bank whose services the User utilizes and provided based on the User’s agreement with the bank, consisting of the bank making available a mobile application that enables the User to access their bank account via mobile electronic devices and use Autopay after concluding the Framework Agreement via Electronic Banking. A list of banks offering the Electronic Banking service is available at: <https://autopay.pl/pomoc>.
- g. **Autopay Price List** – available in Appendix 10 to the Terms and Conditions, “Autopay Price List,” a price list covering the Subscription fee for access to the Business Account and its features, as well as the Service Fee.
- h. **Autopay Fleet Price List** – available on the Website, a price list for Autopay Fleet services intended for business Users holding a Fleet Account who use Autopay Fleet under a separate agreement concluded with the Service Provider.
- i. **Payment Provider** – an entity cooperating with the Service Provider that provides payment services functionally related to the Services – Autopay S.A. (formerly Blue Media S.A.) with its registered office in Sopot, registered as a domestic payment institution in the Register of Payment Service Providers and Electronic Money Issuers maintained by the Polish Financial Supervision Authority under number IP17/2013.
- j. **Civil Code** – the Act of April 23, 1964, Civil Code.
- k. **Consumer** – a User who is a natural person using Autopay or the Services for purposes not directly related to their business or professional activity.
- l. **Account** – the User’s individual account maintained in the Company’s IT system and accessible in Autopay after registration, constituting a collection of resources where the User’s data and information about their activities within Autopay are stored. The User may access the Account via the email address provided during registration and the password assigned by the User.
- m. **Individual Account** – An account maintained for a Privileged User.
- n. **Business Account** – An account maintained for a business User. A Business Account is not intended for Privileged Users.
- o. **Fleet Account** – An account maintained for a Business User who uses Autopay Fleet, enabling the Service Provider to issue summary invoices to the Business User. If the Business User does not wish to use Autopay Fleet, they should select a Company Account. A Fleet Account is not intended for Privileged Users.
- p. **Market** – the online service specified in the Terms of Service, from which the Mobile App can be downloaded.
- q. **Payment Method** – a current, active, and accepted payment method in Autopay, including for the specific Service that the User intends to use, added by the User in Autopay.
- r. **Subscription Period** – a monthly, annual, or other period of access to a Business Account or Fleet Account selected by the Business User and provided by the Service Provider, calculated in accordance with the rules set forth in Article 112 of the Civil Code. The Subscription Period does not apply to Accounts created via Online Banking.
- s. **Fee** – a fee payable by the User as payment for Services or products purchased through Autopay, paid by the User using a Payment Method, the amount of which or the method of its determination is specified in these Terms and Conditions. Depending on the type of Service,

the Fee may include the Company's remuneration under the Service Agreement. Detailed information in this regard is contained in the Terms and Conditions, in particular § VIII, sections 16–17 of the Terms and Conditions.

- t. **Vehicle** – a motor vehicle registered in the territory of one of the countries supported by Autopay; current lists of countries where Vehicles are registered and supported by Autopay for specific Services are available at: <https://autopay.pl/pomoc> and may vary by Service or highway.
- u. **ASFINAG Product(s)** – a product available in the App, the successful purchase of which by the User from ASFINAG enables payment of the road toll to ASFINAG within the territory of the Republic of Austria; in particular, the ASFINAG digital vignettes and digital section fees, as well as digital Flex section fees.
- v. **Privileged Business User** – a User who is a natural person and who uses Autopay or the Services for a purpose directly related to their business activity, where the use of Autopay or the Services is not of a professional nature for such a person, resulting in particular from the nature of the business activity carried out by the User, as disclosed pursuant to the provisions on the Central Register and Information on Business Activity.
- w. **Terms and Conditions** – these Terms and Conditions.
- x. **Autopay Flota Terms and Conditions** – the terms and conditions for Autopay Flota services available on the Website at: <https://mobility.autopay.pl/dokumenty/>.
- y. **Website** – the website operating at <https://app.autopay.eu/>, administered and operated by the Service Provider.
- z. **Framework Agreement** – an agreement concluded between the Service Provider and the User for an indefinite term (in the case of an Individual Account or an Account opened via Online Banking) or for a fixed term corresponding to the selected Subscription Period (in the case of a Business Account or a Fleet Account), constituting a framework agreement under which the Service Provider provides the User with the Autopay service, maintains the Account, and further enables the User to enter into all or selected Service Agreements and use all or selected Autopay features. The content of the Framework Agreement is defined by the provisions of the Terms and Conditions.
- aa. **Service Agreement** – an agreement concluded under the Framework Agreement between the Service Provider and the User for a fixed term necessary to perform a specific Service, subject to § XX(3) of the Terms and Conditions. A Service Agreement does not constitute an agreement for the purchase of an ASFINAG Product, which is concluded between the User and ASFINAG under the terms set forth in Appendix 8 to the Terms and Conditions.
- bb. **Service(s)** – services provided electronically via Autopay to all or selected Users, in each case based on a separate Service Agreement, under the terms set forth in the Terms and Conditions, covering services other than the provision of Autopay or the maintenance of an Account, for a Fee.
- cc. **Service Provider or Company** – Autopay Mobility Sp. z o.o. with its registered office in Sopot, at ul. Powstańców Warszawy 6, 81-718 Sopot, entered in the Register of Entrepreneurs of the National Court Register by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, under KRS No.: 0000794787, with Tax ID (NIP): 5272898696, REGON: 383879060, with share capital of PLN 19,296,050.00, holding the status of a large enterprise as of July 5, 2024, within the meaning of the Act of March 8, 2013, on counteracting excessive delays in commercial transactions, acting as a provider of Autopay.
- dd. **Consumer Rights Act** – Act of May 30, 2014, on consumer rights.
- ee. **Act on the Provision of Electronic Services** – Act of July 18, 2002 on the provision of electronic services.
- ff. **User** – a natural person, a legal entity, or an organizational unit without legal personality, possessing full legal capacity, who uses Autopay under the Framework Agreement, in accordance with the terms set forth in the Terms and Conditions.

- gg. **Business User** – A User who uses or takes steps to use Autopay for purposes directly related to their business or professional activities, i.e., who is not a Privileged User. A Business User is defined as a User for whom a Business Account or Fleet Account is maintained, which are intended exclusively for Business Users.
- hh. **Privileged User** – A Consumer or Privileged Business User.
- ii. **Fee** – the fee in the amount specified in accordance with Appendix 10 to the Terms and Conditions, "Autopay Price List," due to the Service Provider under the Service Agreement. For Accounts opened via Online Banking, the rules regarding the charging of the Fee may vary depending on the bank offering the service.

§ III

General Information

1. Autopay can be used through the following access channels: via the Website (applies to Business Accounts and Fleet Accounts), the Mobile App (applies to Individual Accounts), or via Online Banking (applies to selected Account types).
2. Reviewing and accepting the Terms and Conditions, as well as opening an Account by the User, are voluntary but necessary for using Autopay and entering into the Framework Agreement. Using the Services available in Autopay and entering into Service Agreements may require meeting additional requirements, including, for example, activating the Account, logging into the Account each time, adding a specific Payment Method in Autopay by the User or registering a Vehicle, and the User paying a Fee (including Remuneration) or Subscription; detailed information in this regard is contained in the Terms and Conditions. Using Autopay Fleet (applies to a Fleet Account) requires the Business User to accept the separate Autopay Fleet Terms and Conditions.
3. Downloading the App and creating an Individual Account, as well as creating a Fleet Account, subject to paragraph 6 below, is free of charge.
4. Opening a Business Account, as well as using a Business Account, and entering into and performing the Framework Agreement regarding the Business Account, may be subject to additional fees in accordance with the terms set forth in the Terms and Conditions.
5. The use of the Services available on Autopay, through each of the access channels specified in paragraph 1, in each instance pursuant to a Service Agreement, may be subject to additional fees in accordance with the terms set forth in the Terms of Service.
6. Use of a Fleet Account (in particular, the provision of Services via Autopay to a Business User holding a Fleet Account) requires the Business User holding such an Account to enter into a separate Autopay Fleet Service Agreement, under the terms and conditions set forth in the Autopay Fleet Terms of Service (i.e., without using Autopay Fleet, the Business User holding a Fleet Account will not be able to use the Services). The rules for payment of fees for the use of Autopay Fleet are set forth in the Autopay Fleet Terms and Conditions and the Autopay Fleet Price List.
7. The User's use of data transmission services or voice calls in connection with downloading the Application or using Autopay may incur charges imposed by the telecommunications operator or Internet service provider whose services the User uses. The rates of such charges are specified in the agreement concluded by the User with the telecommunications operator or Internet service provider whose services the User uses. The costs of data transmission or voice calls referred to in the preceding sentences are covered by the Users themselves. The Company does not charge any fees or commissions for the User's use of means of remote communication in connection with the use of Autopay.
8. The User is liable for the acts or omissions of persons whom they have enabled to use Autopay, as for their own actions or omissions.

§ IV

Autopay Features

1. Autopay enables the User to create and use an Account, as well as to use all or selected Autopay features, which include, in particular, the ability to:
 - a. purchase the right to travel through or to Toll Areas, as defined in Appendix 3 to the Terms and Conditions – Rules for purchasing the right to travel through or to Toll Areas (videotolling system);
 - b. purchase Tickets entitling the User to use car washes, as defined in Appendix 4 to the Terms and Conditions – Rules for purchasing Tickets entitling the User to use car washes;
 - c. making payments for travel on toll sections of highways under the e-Toll system as defined in Appendix 5 to the Terms and Conditions – e-Toll Terms and Conditions. Payments for travel on toll sections of highways under the e-Toll system;
 - d. making automatic payments at Partner Stations as defined in Appendix 6 to the Terms and Conditions – Rules for Making Automatic Payments at Partner Stations;
 - e. use of the service to obtain an E-Vignette as defined in Appendix 7 to the Terms and Conditions – E-Vignette Terms and Conditions. Rules for the provision of the Service in the form of intermediation in the purchase of an E-Vignette;
 - f. purchase of an ASFINAG Product as defined in Appendix 8 to the Terms and Conditions – Rules for the Purchase of ASFINAG Products;
 - g. Paying for parking in paid parking zones and obtaining tickets for a given vehicle via the App—in accordance with the rules set forth in Appendix 9 to the Regulations—Rules regarding payment for parking in paid parking zones and private parking lots via Autopay.
2. Detailed information about the Autopay features is available at: <https://pomoc.autopay.pl/>.
3. The scope of Autopay features available to the User may depend on: the type of Account the User uses, the use of Autopay Fleet (applies to Fleet Accounts), the access channel to Autopay selected by the User, the choices made by the User in Autopay or the consents granted by the User in Autopay, as well as the availability of specific Services to certain Users. Detailed information about the features available to the User can be found in Autopay, in the Account, or at <https://autopay.pl/pomoc/>.
4. The Service Provider provides services to the User under the Framework Agreement consisting of making Autopay available and maintaining the Account, as well as enabling the User to use (under separate Service Agreements and—in the case of a fleet Account—under a separate Autopay Fleet service agreement) all or selected Autopay features.
5. As part of the Account maintenance service, the Service Provider, in particular:
 - a. aggregates the history of the User's activities performed via Autopay, in particular, provides the User with access to the history of orders and concluded Agreements for the Service;
 - b. may provide the User with messages and notifications regarding the Services;
 - c. is entitled to periodically (depending on the selected Subscription Period) charge the User a business Subscription fee for access to the Business Account and its functionalities, in accordance with the terms set forth in the Terms of Service, in particular in Appendix 10 to the Terms and Conditions, "Autopay Price List," with the exception of Accounts opened via Online Banking.
6. The terms and conditions for charging the Business User a fee for using Autopay Fleet (applies to Fleet Accounts) are set forth in the Autopay Fleet Terms and Conditions and in the Autopay Fleet Price List.
7. In connection with the User's use of Autopay, the Service Provider may inform the User via email about their activities within Autopay, including the individual stages of concluding or executing Service Agreements.

§ V

Use of Autopay. Technical Requirements

1. The use of Autopay, depending on the access channel and method of using Autopay selected by the User, requires the fulfillment of different technical requirements, which are detailed in the subsequent sections of this paragraph.
2. The User is obligated to use Autopay:
 - a. in accordance with the law, the principles of social coexistence, good manners, and the Terms of Service,
 - b. in a manner that does not disrupt its operation or infringe upon the Service Provider's legitimate interests.

The User is prohibited from entering unlawful content into Autopay, including malware or content that the User is not authorized to enter, including content that infringes upon any rights or interests of third parties or is contrary to good morals.

3. Using Autopay may involve potential risks for the User associated with using the Internet. The primary risks associated with using the Internet include, among others:
 - a. malware, i.e., applications or scripts that have a harmful, criminal, or malicious effect on the information and communication technology system of the entity using the Internet,
 - b. spyware, i.e., programs that track the user's activities, collect information about the user, and send it—usually without the user's knowledge or consent—to the program's author,
 - c. spam—unwanted and unsolicited electronic messages sent simultaneously to multiple recipients, often containing advertising content,
 - b. hacking into the ICT system of an entity using the Internet using hacking tools,
 - c. phishing for confidential personal information (e.g., passwords) by impersonating a trustworthy person or institution.

To protect yourself against threats associated with using the Internet, it is particularly recommended to use security measures (e.g., antivirus software, complex passwords protected from third-party access, and avoiding opening content of unknown origin).

Mobile Application

4. The App is downloaded in accordance with the terms and conditions of the App Store from which the User downloads the App. However, the provision of services via the App is governed by the terms and conditions set forth in these Terms of Service.
5. The User must meet the following technical requirements to use the Mobile App:
 - a. possession of a mobile electronic device (such as a smartphone or tablet) running on the operating system specified in paragraph 6 below, with an Internet connection, in order to download the mobile App or to use the App,
 - b. possess and have access to an active email account and mobile phone number,
 - c. having sufficient free storage space on the device where the Mobile App is to be installed, as specified in the App Store,
 - d. download the Mobile App from the appropriate App Store specified in paragraph 7 below and install it on your device,
 - e. launch the installed Mobile App,

- f. if using location-based Services—enabling the geolocation feature (collection of data from GPS transmitters regarding the User’s current position) on the device where the App is installed and granting the App permission to access geolocation.
6. The mobile app is designed for mobile electronic devices running the Android or iOS operating system in the latest version supported by the manufacturer, in any case:
- a. Android version 9.0 or higher; or
 - b. iOS version 16.0 or higher.

The operating system version requirements listed above are minimum requirements ensuring the proper functioning of the App. To the best of the Service Provider’s knowledge, it is possible to use the mobile App even on operating systems of versions lower than those indicated above; however, in such a case, the Service Provider does not guarantee the proper functioning of the App or the availability of all Services.

7. The mobile app can only be downloaded through the relevant app stores, namely:
- a. Google Play Store for Android,
 - b. Apple App Store for iOS.
8. For the App to function properly, the mobile device on which it is installed must not have any modifications to the operating system, particularly modifications involving bypassing the security measures of the mobile device manufacturer or the operating system manufacturer (so-called jailbreaking or rooting).
9. The Service Provider informs that the installation of:
- a. App updates provided from time to time by the Service Provider or
 - b. updates to the operating system of the device on which the Application is installed, provided by the device or operating system manufacturer,

may be necessary for the proper functioning and to ensure an adequate level of security for the Application, as well as access to all Services. The Service Provider recommends installing such updates immediately after they are made available to the User.

Service

10. The User must meet the following technical requirements to use Autopay via the Website:
- a. possession of an electronic device, such as a desktop computer or laptop, with a current version of any web browser that supports JavaScript and cookies, and allows for the downloading and saving of documents in electronic form (), as well as enabled support for JavaScript and necessary cookies, and an Internet connection, in order to use Autopay,
 - b. Possession of and access to an active email account and a mobile phone number.

Online Banking

11. The User must meet the following technical requirements to use Autopay via Online Banking:
- a. the technical requirements specified by the bank offering the online banking service used by the User, necessary for using online banking,
 - b. an Internet connection, in order to use Autopay, on the device on which the User uses online banking,
 - c. possession of and access to an active email account and mobile phone number,
 - d. activation of Autopay in Electronic Banking by using the relevant Electronic Banking feature,
 - e. in the case of using location-based Services – the geolocation feature (collection of data from GPS transmitters regarding the User’s current position) enabled on the device where Electronic Banking is installed, and granting Electronic Banking access to geolocation.

§ VI

Registration with Autopay and conclusion of the Framework Agreement. Logging into the Account

1. To use Autopay, you must register with Autopay and create an Account, which is done by completing and submitting the registration form available in Autopay to the Service Provider.
2. The general conditions for starting to use Autopay, regardless of how of Autopay, are at least:
 - a. filling out the necessary information in the registration form available, as applicable, on the Website, in the App, or in Online Banking,
 - b. reviewing and accepting the provisions of the Terms and Conditions and submitting all other statements marked as mandatory,
 - c. submitting the registration form to the Service Provider via the appropriate function in the App, on the Website, or in Online Banking,which is equivalent to opening an Account, entering into the Framework Agreement, and obtaining User status.
4. After submitting the registration form:
 - a. the User is required to select the appropriate Account type in Autopay from among those available in Autopay, in accordance with the Terms of Service and the information available in Autopay, provide the necessary data indicated in the form available in Autopay, and verify the provided phone number by entering the received verification code in the appropriate field in Autopay. If using Autopay via Online Banking, the Service Provider may limit the available Account types;
 - b. The Service Provider will send a message containing the activation link necessary to activate the Account to the email address provided in the registration form. The User should activate the Account by clicking on the activation link;
 - c. If a Business User selects a Business Account, excluding Accounts opened via Online Banking, the Business User is required to select a Payment Method from those available on the Website in order to pay for the Subscription and gain access to the Business Account and its features;
 - d. In the case of a Fleet Account, the provision of Services via Autopay to a Business User requires the Business User holding such an Account to enter into a separate Autopay Fleet service agreement, in accordance with and conditions set forth in the Autopay Fleet Terms of Service and the Autopay Fleet Price List.
5. By providing specific data in Autopay in connection with the use of Autopay, including during registration, the User declares that such data is true, accurate, and not misleading. If the User provides third-party data, the User declares that they have obtained all necessary consents from those individuals to provide such data. The User is obligated to immediately update the data in the event of any changes by using the appropriate Account features. The Service Provider does not verify the accuracy of the data provided by the User, except for the possibility of verifying the correctness of the email address or phone number provided during registration or verifying the Payment Methods added by the User, as described in the Terms of Service.
6. Access to the Account is secured by a password set by the User during registration. The password must meet the requirements specified in the registration form.
7. The Account is personal and non-transferable.
8. Using certain Autopay features (Services) requires the User to log in to the Account each time. Logging in to the Account is done by the User entering the email address provided during registration with Autopay and the password.

9. Setting up:
 - a. A Business Account or Fleet Account is created on the Website,
 - b. an Individual Account is created in the App or on the Website.

In addition, certain types of Accounts can also be created via Online Banking.

10. By selecting a Business Account or a Fleet Account, the User declares that they use Autopay or the Services for a purpose directly related to their business activities, and that the use of Autopay or the Services is of a professional nature for them, resulting in particular from the nature of the business activity performed by the User, as disclosed pursuant to the provisions on the Central Register and Information on Business Activity. The Business Account and the Fleet Account are not intended for Privileged Users.

§ VII

Validity of the Framework Agreement

1. The Framework Agreement between the User and the Service Provider is concluded on the basis of the Terms and Conditions, which define its content, via Autopay.
2. The Framework Agreement is concluded for an indefinite term (in the case of an Individual Account or an Account opened via Online Banking) or for a fixed term corresponding to the selected Subscription Period (in the case of a Business Account or a Fleet Account). Under the Framework Agreement, the Service Provider provides services consisting of making Autopay available and maintaining the Account, and the provision of these services begins in accordance with the rules set forth in the Terms and Conditions, immediately upon the conclusion of the Framework Agreement and—in the case of a Business Account, excluding Accounts opened via Online Banking—upon payment of the Subscription Fee. The conclusion of the Framework Agreement is free of charge, with the exception of a Framework Agreement concerning a Business Account concluded outside of Online Banking, which is subject to a fee based on the Subscription.
3. Subject to paragraph 8 below, the User is entitled to terminate the Framework Agreement at any time, with immediate effect and without providing a reason, by deleting the Account via or by sending a notice of termination of the Framework Agreement to the Service Provider's email address or mailing address. To send the notice referred to in the preceding sentence, please use the Service Provider's contact details specified in § XVI, paragraph 2 of the Terms of Service.
4. The User may delete the Account:
 - a. on their own, using the appropriate Autopay feature—if they use Autopay within the Mobile App or the Website, or
 - b. by sending a request to the Service Provider to delete the Account to the email address or mailing address provided in § XVI(2) of the Terms of Service.
5. Provided that this does not violate mandatory provisions of law, the Service Provider may terminate the Framework Agreement (including for all Users—for the purpose of completely ceasing the provision of Services under Autopay) subject to a 60-day notice period and the rules set forth in this paragraph, for valid reasons constituting:
 - a. the planned cessation of the provision of Services or the availability of Autopay, or
 - b. a change in the Service Provider's business profile, or
 - c. a decision by the Service Provider to cease business operations, including the initiation of the Service Provider's liquidation.
6. The termination of the Framework Agreement referred to in paragraph 5 above shall be effected by the Service Provider via an email sent to the User. Furthermore, information regarding the

termination of the Framework Agreement—if provided to all Users for the purpose of completely ceasing the provision of Autopay—will also be posted on the Website.

7. Termination of the Framework Agreement is equivalent to the deletion of the Account. Upon termination of the Framework Agreement, the User loses access to the Account.
8. Termination of the Framework Agreement is effective as of the moment it is made, with future effect, and therefore does not affect the Services previously provided by the Service Provider under Autopay. Subject to cases arising from mandatory provisions of law, the Service Provider retains the right to all amounts due to it from the User that arose during the term of the Framework Agreement, in particular the Subscription Fee for each Subscription Period commenced and the Fees (including Remuneration). The preceding sentence applies both in the event of termination of the Framework Agreement by the User and by the Service Provider.
9. The Service Provider may refuse to create an Account (including re-creating an Account) or terminate the Framework Agreement with immediate effect for good cause, which includes any of the following circumstances:
 - a. The User grossly or repeatedly violates or has violated the provisions of the Terms of Service during their previous use of Autopay;
 - b. The User grossly or repeatedly violates or has violated, during their previous use of Autopay, the provisions of generally applicable law or the principles of social coexistence;
 - c. The User does not meet the criteria for an Individual Account, Business Account, or Fleet Account (e.g., a Business User wishes to open an Individual Account);
 - d. if the User fails to remove the obstacle that caused the Service Provider to block all or selected Services in accordance with § XIX(1) of the Terms of Service, including the Service Provider's successful processing of the payment in accordance with the Payment Method selected by the User, the User's express acceptance referred to in § XVIII(6) of the Terms and Conditions, or if a Business User fails to select a paid Business Account under a Subscription or a Fleet Account, despite being requested to remove the obstacle and being given a reasonable deadline of no less than 3 business days.
10. A notice of termination of the Framework Agreement by the Service Provider will be sent to the User at the email address associated with the Account.
11. Under the Framework Agreement, with the exception of Accounts opened by the User via Online Banking, the User may change the Account type on the Website from a Business Account or Fleet Account to an Individual Account, or from an Individual Account to a Business Account or Fleet Account, which does not result in the termination of the Framework Agreement, provided that:
 - a. when changing the Account type from a Business Account or Fleet Account to an Individual Account during the Subscription Period, the User is entitled to use the features of the Business Account or Fleet Account until the end of the Subscription Period and is not entitled to request a refund from the Service Provider for the Subscription Fee or fees for using Autopay Fleet, in any part,
 - b. To activate a Business Account when switching from an Individual Account, it is necessary to provide the Business User's Tax ID number and pay the Subscription Fee;
 - c. To activate a Fleet Account when switching from an Individual Account, it is necessary to add the Business User's Tax ID number. Furthermore, the use of a Fleet Account (in particular, the provision of Services to a Business User holding such an Account) requires the Business User holding such an Account to enter into a separate Autopay Flota service agreement, under the terms and conditions set forth in the Autopay Fleet Terms and Conditions.

§ VIII

Service Agreement

1. The Service Agreement is concluded on the basis of the Terms and Conditions and the Framework Agreement, through Autopay.

2. The general terms and conditions for concluding the Service Agreement are:
 - a. the User's conclusion and the term of the Framework Agreement, and furthermore—in order to use the selected Services indicated in Autopay—the activation of the Account;
 - b. selection and activation in Autopay of the Services chosen by the User, which the User intends to use, from among those available to the User in Autopay, including toll sections of highways, in relation to which the User intends to use of the Service;
 - c. the User adding and maintaining at least one active Payment Method in Autopay, appropriate for the Service(s) the User intends to use;
 - d. registration and possession of at least one registered Vehicle in Autopay, in relation to which the User intends to use the Services;
 - e. in the event that a Privileged User requests the performance of a Service for which they are obligated to pay a Fee prior to the expiration of the deadline for withdrawing from the Service Agreement—giving prior and explicit consent as referred to in § X(6) of the Terms of Service, in a manner appropriate for the given Service;
 - f. in the case of a Fleet Account – use of Autopay Fleet;
 - g. in the case of a Business Account, excluding Accounts opened via Online Banking – payment of the Subscription Fee.

The conditions specified in points a. – g. above must be met both on the date of placing the order for the Service, concluding the Service Agreement, and throughout its entire term, until its full performance and settlement.

3. The User registers the Vehicle in Autopay by providing the Company with the required Vehicle data (including category, registration number, and country of registration) prior to the commencement of the Service to be provided.
4. The number of Vehicles registered in Autopay for Users is not limited, provided that assigning a specific number of Vehicles to an Account may involve additional fees depending on the type of Account selected by the User, in accordance with the terms set forth:
 - a. in the case of a Fleet Account – in the Autopay Fleet Terms and Conditions and the Autopay Fleet Price List;
 - b. in the case of an Individual Account – in these Terms and Conditions, and in particular in Appendix 10 of the Terms and Conditions, "Autopay Price List."
5. If the User ceases to use a specific Vehicle, the User must remove such Vehicle from their Account. The User is authorized to remove a Vehicle registered in Autopay on their own using the appropriate function in the Account. In the case described in the preceding sentences, if the User fails to remove the Vehicle or does so improperly, the Company is entitled to remove the Vehicle from the User's Account on its own, pursuant to the procedure set forth in paragraphs 6–7 or paragraph 8 below.
6. The Company shall take action to remove a specifically identified Vehicle from the User's Account upon a reasonable request from that User (e.g., if the User loses access to the Account) or upon a request from another User (whereby a "request" shall also be understood to include the registration of the Vehicle in Autopay by that User), subject to paragraph 7 below.
7. A User who registered the Vehicle earlier is entitled to file a justified objection regarding the removal of that Vehicle within 14 days of the date on which the Service Provider notifies such User of the removal of the Vehicle from their Account via telephone or email. In such a case, the Service Provider will conduct a verification, during which it may request from the User who registers a Vehicle in Autopay that was previously registered by another User, evidence indicating the validity of such registration, in particular the first page (tab) of the Vehicle's registration certificate (outer page – front – number 1), containing only the information listed

under the letter codes A, B, D, E, H, i.e., excluding the information listed under the letter codes C, F, G, and others.

8. The Company may take action to remove a specific Vehicle from the User's Account if at least 6 months have elapsed since the last use of that Vehicle under Autopay (i.e., since the last Service using that Vehicle)—a so-called "unused Vehicle." At least 14 days prior to the planned removal of an unused Vehicle, the Company will notify the User via email and—optionally—via SMS or by phone, along with information on how the User can retain the unused Vehicle within the Account.
9. The Company will notify the User of the successful activation of the Payment Method, registration of the Vehicle and the assignment of an available Payment Method to the Vehicle via a corresponding notification in Autopay.
10. The Service may be provided under the Service Agreement subject to the following conditions:
 - a. the terms of use of the Service set forth in the Terms and Conditions and the relevant appendix to the Terms and Conditions regarding the Service have been met;
 - b. the relevant third-party infrastructure necessary for the performance of the Service is functioning properly, including—if applicable—reading the Vehicle data previously provided to the operator of such infrastructure, in accordance with Appendix No. 3 et seq. to the Terms and Conditions;
 - c. the Service has not been blocked by the Company;
 - d. the operation of the Service has not been restricted by force majeure.
11. For specific Services available in Autopay, there may be additional requirements that must be met by the User in order to enter into the Service Agreement or to perform it. Detailed information regarding additional requirements is provided in the appendices to the Terms and Conditions or at: <https://pomoc.autopay.pl/>, or are communicated to the User (in particular in the form of notifications in Autopay) immediately prior to the conclusion of the Service Agreement.
12. Individual Services may be available exclusively:
 - a. to selected Users, for example, exclusively to Consumers or Privileged Entrepreneurs, or exclusively to Business Users;
 - b. through selected access channels to Autopay, for example, exclusively in the App.Detailed information regarding entities authorized to use specific Services and Services available through specific access channels to Autopay is available at: <https://pomoc.autopay.pl/>.
13. The Service Agreement is concluded for a fixed term necessary to perform the Service.
14. In connection with the conclusion of the Service Agreement, the User is obligated to pay the Fee. The Fee may include the Service Provider's remuneration or may not include such remuneration, in which case the Fee constitutes in its entirety the revenue of the relevant entity providing specific goods or services, including ticketed services, which the User intends to purchase in connection with the conclusion of the Service Agreement. Detailed information regarding the User's obligation to pay the Fee in connection with the conclusion of the Service Agreement, its amount, and the remuneration for the Service Provider's services is contained in the appendices to the Terms and Conditions pertaining to specific Services (Appendix No. 3 to the Terms and Conditions et seq.), in particular Appendix No. 10 to the Terms and Conditions, "Autopay Price List," or are available on Autopay or at: <https://pomoc.autopay.pl/>.
15. The fee charged each time (i.e., regardless of the Vehicle registered with Autopay that is used by the Privileged User in connection with the provision of the Service) also includes the Service Provider's remuneration under the Service Agreement in the amount specified in accordance with

Appendix 10 to the Terms and Conditions, "Autopay Price List," with the exception of the Services defined in Appendix 10 to the Terms and Conditions, "Autopay Price List."

16. In the case of a Business Account, the Fee for certain Services may also include the Service Provider's remuneration under the Service Agreement in the amount specified in accordance with Appendix 10 to the Terms and Conditions, "Autopay Price List."
17. Due to the nature of the Services, the provision of the Service generally begins—unless otherwise specified in the Terms and Conditions—immediately upon the conclusion of the Service Agreement.
18. Detailed information regarding the conclusion of the Service Agreement and its content is governed by the relevant appendices to the Terms and Conditions pertaining to specific Services. Detailed information regarding individual Services, entities authorized to use specific Services, Services available through specific access channels, and Payment Methods applicable to a given Service is available at: <https://pomoc.autopay.pl/>.

§ IX

Payments

1. Fees (including Remuneration) due under the Service Agreement as indicated in Autopay constitute the total amounts owed by the User. As a general rule, unless otherwise specified in the Terms of Service or the information provided in Autopay, Fees are indicated in PLN.
2. The Subscription amounts owed to the Service Provider by a Business User for the use of a Business Account and the Remuneration owed to the Service Provider by a Business User for the use of Autopay Fleet, as set forth in the Autopay Price List or the Autopay Fleet Price List, are net amounts, to which the applicable value-added tax at the applicable rate.
3. The Service Provider offers various payment methods for the Services. In order to use certain Services, the User may be required to use a specific payment method or methods. Detailed information regarding available payment methods, including specific payment methods available for certain Services, can be found at: <https://pomoc.autopay.pl/>.
4. In order to use Autopay and pay the Fee (including Remuneration), Subscription Fee, or remuneration for using Autopay Fleet, the User is required to add to Autopay the payment methods applicable to the Services they intend to use and accepted by Autopay, using the relevant Autopay features. Detailed information regarding the rules for adding selected payment methods by the User is set forth in Appendix 2 to the Terms of Service – Rules for the User to add payment methods in Autopay, and are also available in Autopay (via messages displayed after logging into the Account and selecting the appropriate Autopay feature that allows adding a payment method). Additional rules for settlements regarding remuneration due to the Service Provider from a Business User holding a Fleet Account for the use Autopay Fleet are set forth in the Autopay Fleet Terms of Service and the Autopay Fleet Price List.
5. The fee is paid each time using the appropriate Payment Method. The Service Provider does not charge any additional fees for using specific payment methods.
6. Unless otherwise provided in the Terms of Service or specific appendices, the User is obligated to pay the Fee for the use of the Services (including the Remuneration) within 1 day of the date of conclusion of the Service Agreement.
7. In consideration of the Service Provider granting access to the Business Account and its functionality, regardless of the Fees for the use of the Services, the Business User is obligated to pay the Service Provider a Subscription Fee for each Subscription Period that has commenced, the rates of which are calculated in accordance with Appendix 10 to the Terms of Service, "Autopay Price List," excluding Accounts opened via Online Banking.
8. If the Business User selects:

- a. A Fleet Account, the remuneration due to the Service Provider from the Business User holding a Fleet Account for the use of Autopay Fleet is settled in accordance with the terms and conditions set forth in the Autopay Fleet Terms and Conditions;
 - b. For Business Accounts, the Subscription Fee is billed in advance for the entire monthly Subscription Period.
9. Regardless of the Subscription Period selected by the Business User, the Service Provider is entitled to the full Subscription Fee for each Subscription Period that has begun. The Subscription Fee charged by the Service Provider in accordance with the selected Subscription Period is non-refundable in any part.
10. If the Business User does not terminate the Framework Agreement (delete the Account) or change the Account type from a Business Account or Fleet Account to an Individual Account before the end of the current Subscription Period, the Framework Agreement, which was concluded for a fixed term of the selected Subscription Period, shall be automatically renewed for the next Subscription Period (corresponding to the previous Subscription Period) upon the expiration of such Subscription Period, depending on the Business User's current selection (for example, if the Business User has a monthly Subscription Period, then upon its expiration, the Framework Agreement will be renewed for another monthly Subscription Period, unless the Business User terminates the Agreement beforehand or changes the Account type from a Business Account or Fleet Account to an Individual Account during the current Subscription Period).
11. In order to receive a VAT invoice with the purchaser's tax identification number (NIP), the Business User should create a Company Account or a Fleet Account and provide the Service Provider with the information necessary to issue a VAT invoice when filling out the form available on the Website. If intending to obtain a VAT invoice, the Business User should ensure, prior to entering into the Service Agreement, that they have provided the correct and up-to-date information on the Website necessary for the Service Provider to issue a VAT invoice.
12. Invoices for Business Users and Privileged Entrepreneurs who have their permanent residence, habitual residence, or registered office in Poland will be issued and transmitted in accordance with generally applicable laws using the National e-Invoice System. In the event of a failure of the National e-Invoice System, as referred to in Article 106ne(3) of the VAT Act, Business Users and Privileged Entrepreneurs accept the issuance and transmission by the Service Provider of electronic invoices in a manner ensuring the authenticity of their origin and the integrity of their content, to the email address provided in the registration form. The foregoing does not preclude the Service Provider from issuing paper invoices during the outage referred to above and sending them to the address indicated by the Business User or Privileged Entrepreneur, particularly in the event that the electronic invoice transmission system is unavailable.
13. A Business User or Privileged Entrepreneur with a permanent residence, habitual residence, or registered office in a country other than Poland accepts the use of invoices and other accounting documents in electronic form by the Service Provider. Invoices and other accounting documents in electronic form will be sent to the Business User or Privileged Entrepreneur to the email address provided in the registration form.
14. A separate VAT invoice will be issued to the User for the Subscription and each Fee. To use a consolidated invoice, the Business User should select a Fleet Account.
15. When collecting Fees (including Remuneration), Subscription Fees, or fees for the use of Autopay Flota from the User, the Service Provider may use external payment service providers, and the User will be notified of this via Autopay. In particular, payments are processed by the Payment Provider (in the case of card payments).
16. In accordance with item 37 of the annex to the Regulation of the Minister of Finance of November 24, 2023, on exemptions from the obligation to maintain records using cash registers, the Service Provider does not issue receipts. Proof of payment of the Fee constitutes in particular a statement from the bank account or payment card account used to pay the Fee.

Right to Withdraw from the Framework Agreement or Service Agreement

1. A Privileged User has the right to withdraw from the Framework Agreement concluded with the Service Provider within 14 days without giving any reason. The deadline for withdrawing from the Framework Agreement expires 14 days after the date of conclusion of the Framework Agreement.
2. A Privileged User has the right to withdraw from the Service Agreement concluded with the Service Provider within 14 days without giving any reason. The deadline for withdrawing from the expires 14 days after the date of conclusion of the Service Agreement.
3. In order for a Privileged User to exercise the right of withdrawal, they must inform the Service Provider, using the contact details provided in § XVI(2) of the Terms of Service, of their decision to withdraw from the Framework Agreement or the Service Agreement, as applicable, by means of an unambiguous statement (for example, a letter sent by mail or email).
4. The Privileged User may use the model withdrawal form, which constitutes Appendix 1 to the Terms of Service – Model Withdrawal Form; however, this is not mandatory.
5. To meet the deadline for withdrawing from the Framework Agreement or the Service Agreement, respectively, it is sufficient for the Privileged User to send notice of the exercise of their right to withdraw from the Framework Agreement or the Service Agreement, respectively, before the withdrawal deadline expires.
6. The commencement of the provision of any of the Services for which the Privileged User is obligated to pay a Fee (including Remuneration), based on the Service Agreement and prior to the expiration of the deadline for withdrawing from the Service Agreement, shall occur exclusively with the prior and express consent of the Privileged User, as referred to in § VIII(2)(e) of the Terms and Conditions and the appendices to the Terms and Conditions regarding specific Services. The consent referred to in the preceding sentence:
 - a. is submitted via Autopay, in a manner appropriate for the given Service, as specified in the respective appendices to the Terms and Conditions pertaining to those Services, and
 - b. includes the Privileged User's express and prior consent to the performance of the Service prior to the expiration of the deadline for withdrawing from the Service Agreement referred to in section 2 above, and acknowledgment of the information that the Privileged User loses the right to withdraw from the Service Agreement upon full performance of the Service by the Service Provider.
7. In the event of withdrawal from the Service Agreement after the commencement of the provision of a paid Service, the Privileged User shall be liable for Fees for that portion of the Service which was performed with the User's consent up until the time of withdrawal from the Agreement, provided that the conditions set forth in applicable law have been met.
8. The Privileged User shall not have the right to withdraw from the Service Agreement if all of the following conditions are met:
 - a. The Service Provider has fully performed the Service for which the Privileged User is obligated to pay the Fee, with the Privileged User's express and prior consent,
 - b. The Privileged User was informed by the Service Provider prior to the commencement of the Service that upon its performance by Autopay, they would lose the right to withdraw from the Service Agreement and has acknowledged this.
9. Subject to paragraphs 6–8, in the event of withdrawal from a specific Service Agreement, the Service Provider shall refund to the User all payments received from the User immediately, and in any case no later than 14 days from the date on which the Service Provider was informed of the User's decision to exercise the right to withdraw from this Service Agreement. The Service Provider will issue the refund using the same payment methods used by the User in the original transaction, unless the User has expressly agreed to an alternative solution. In any

case, the User will not incur any fees in connection this refund.

§ XI

The Service Provider's Liability to Privileged Users

1. The Service Provider is liable to Privileged Users for the compliance of the service with the agreement concluded under the Terms of Service, in accordance with the principles set forth in generally applicable laws, including in particular the provisions of the Consumer Rights Act.
2. The services provided by the Service Provider under Autopay constitute services provided electronically within the meaning of the Act on the Provision of Electronic Services, and—with respect to the provision of Autopay and the maintenance of the Account—digital services within the meaning of the Consumer Rights Act.
3. In the event of improper performance of the Framework Agreement by the Service Provider, the Privileged User may exercise the rights set forth in Chapter 5b of the Consumer Rights Act.
4. The Service Provider provides the Privileged User with a digital service in accordance with the terms set forth in the Terms of Service, generally immediately upon conclusion of the Framework Agreement.
5. If the Service Provider has not provided the digital service, the Privileged User may request that the Service Provider provide it. If, despite this, the Service Provider fails to provide the digital service immediately or within an additional timeframe expressly agreed upon by the Service Provider and the Privileged User, the Privileged User may withdraw from the Framework Agreement.
6. The User may withdraw from the Framework Agreement without requesting delivery of the digital service if:
 - a. it is clear from the Service Provider's statement or the circumstances that the Service Provider will not provide the digital service, or
 - b. the Privileged User and the Service Provider have agreed, or it is clear from the circumstances of the conclusion of the Framework Agreement, that a specific deadline for the provision of the digital service was of material importance to the Privileged User, and the Service Provider has not provided it by that deadline.
7. The Service Provider is liable for any non-conformity with the Framework Agreement of a digital service provided on a continuous basis that occurred or became apparent during the period in which, pursuant the Framework Agreement.
8. If the digital service is not in conformity with the Framework Agreement, the Eligible User may demand that it be brought into conformity with the Framework Agreement.
9. Additionally, if the digital service is non-compliant with the Framework Agreement, the Privileged User may submit a notice of withdrawal from the Framework Agreement when:
 - a. bringing the digital service into conformity with the Framework Agreement is impossible or would entail excessive costs pursuant to Article 43m(2) and (3) of the Consumer Rights Act;
 - b. the Service Provider has failed to bring the digital service into conformity with the Framework Agreement in accordance with Article 43m(4) of the Consumer Rights Act;
 - c. the digital service remains non-compliant with the Framework Agreement, even though the Service Provider has attempted to bring the digital service into compliance with the Framework Agreement;
 - d. the non-conformity of the digital service with the Framework Agreement is so significant that it justifies withdrawal from the Framework Agreement without first resorting to the remedy specified in Article 43m of the Consumer Rights Act;

- e. it is clear from the Service Provider's statement or the circumstances that the Service Provider will not bring the digital service into compliance with the Framework Agreement within a reasonable time or without undue inconvenience to the Privileged User.
10. In the event of non-conformity of the digital service with the Framework Agreement, the Privileged User is obligated to cooperate with the Service Provider, to a reasonable extent and using the least burdensome technical measures for themselves, to determine whether the non-conformity of the digital service with the Framework Agreement at the relevant time results from the characteristics of the Privileged User's digital environment.

§ XII

Complaints

1. The Service Provider requests that complaints regarding the operation of Autopay, the Services, or agreements concluded based on these Terms and Conditions—and in particular their non-performance or improper performance—be submitted to the postal or email address specified in § XVI(2) of these Terms and Conditions.
2. The complaint should include the details of the person or entity filing the complaint (first and surname or full name, exact address or email address), as well as a statement of the reason for the complaint and the content of the request.
3. A response to the complaint shall be provided within 14 days of the date the complaint is received by the Service Provider.
4. Use of the complaint procedure is voluntary and free of charge.

§ XIII

Out-of-court methods of resolving complaints and pursuing claims

1. The Service Provider informs the Consumer of the possibility of using out-of-court methods for handling complaints and pursuing claims (resolving consumer disputes). The use of these methods depends on the mutual consent of the Consumer and the Service Provider.

The Service Provider agrees to the conduct of proceedings regarding the out-of-court resolution of consumer disputes by the Trade Inspection Authority, as well as to the resolution of consumer disputes by a permanent arbitration court attached to the provincial inspector of the Trade Inspection Authority. The rules for accessing these procedures are available at the offices or on the websites of the respective provincial inspectorates of the Trade Inspection. The Consumer may avail themselves of:

- a. proceedings for out-of-court resolution of consumer disputes conducted by the Provincial Inspectorate of the Trade Inspection competent for the location where the Service Provider conducts its business activities, to which a request for proceedings must be submitted (the Provincial Inspectorate of the Trade Inspection in Gdańsk is competent for our headquarters (<https://ihgd.pl/>);
 - b. The dispute shall be heard by the permanent consumer arbitration court with jurisdiction over the Consumer's place of residence or our registered office, operating under the Provincial Inspector of the Trade Inspection Authority, to which a request for arbitration must be submitted. A list of permanent arbitration courts is available at: https://uokik.gov.pl/stale_sady_polubowne.php.
2. The use of out-of-court methods for handling complaints and pursuing claims (consumer dispute resolution, arbitration courts) is voluntary for the Consumer; that is, in the event of a dispute, the Consumer may, at their discretion, either submit a request for out-of-court consumer dispute resolution or a request for the case to be heard before an arbitration court in accordance with paragraph 1 above, or file a lawsuit against the Service Provider in a common court.

3. The Consumer may additionally seek free assistance from the municipal or county consumer ombudsman.
4. The Online Dispute Resolution (ODR) platform established by the European Commission is available at <https://ec.europa.eu/consumers/odr/>. It serves as a point of access for consumers and businesses seeking to resolve disputes regarding goods or services purchased online out of court. This platform was launched pursuant to the EU Regulation on ODR in consumer disputes.

§ XIV

Personal Data

1. The controller of the User's personal data is the Service Provider—as the owner and administrator of Autopay, providing services electronically in accordance with the Terms of Service.
2. Detailed information regarding the processing of personal data by the Service Provider in its capacity as a controller—including the purposes and legal bases for data processing, as well as the recipients of the data—can be found at: https://autopay.pl/storage/pdf/polityka_prywatnosci_autopay.pdf privacy policy – in accordance with the principle of transparency set forth in the General Data Protection Regulation (EU) of the European Parliament and of the Council – “GDPR.”
3. The provision of data by the User is voluntary, but at the same time necessary for the conclusion of the Framework Agreement or the Service Agreement with the Service Provider, or the agreement for the purchase of an ASFINAG Product from ASFINAG. Failure to provide data will prevent the conclusion of the Framework Agreement, the Service Agreement, or the agreement for the purchase of an ASFINAG Product from ASFINAG.
4. If you have any questions regarding data processing or wish to exercise your rights, you may contact the Data Protection Officer at dpo@autopay.pl or in writing at the address specified in § XVI(2) of the Terms and Conditions, with the note: “Personal Data Protection.”

§ XV

Disclaimer

1. Users are obligated not to disclose their access data to unauthorized persons and not to make their Account available to unauthorized third parties. The User is liable for the consequences of disclosing their Account access data to third parties.
2. The Service Provider is not liable for the accuracy of data entered by the User while using Autopay or the Services.
3. The User is responsible for any actions or omissions taken by them within Autopay in connection with the use of its features.
4. The Service Provider has the right to further develop or modify the operation of Autopay and its functionality. The Service Provider will, to the extent possible, notify the User of such changes via messages displayed in the Account.
5. The Service Provider makes every effort to ensure the proper and uninterrupted functioning of Autopay. Due to the complexity and sophistication of Autopay, as well as external factors beyond the Service Provider's control, errors or technical failures may occur that prevent or limit its operation. In such cases, the Service Provider will take all possible and reasonable measures to minimize the negative effects of such events to the greatest extent possible.
6. In addition to interruptions caused by errors or technical failures, other technical interruptions may also occur during which the Service Provider undertakes actions aimed at developing Autopay and protecting it against errors or technical failures, as well as repair, modernization, or maintenance work, in particular for the purpose of updating or expanding Autopay.

7. The Service Provider schedules technical downtime in such a way as to minimize disruption, limiting it to the time strictly necessary for the Service Provider to perform the required tasks.
8. In the event that interruptions in the operation of Autopay may cause limitations in the use of Autopay or the Services, the Service Provider will notify the User of this fact prior to the use of the Services. If it becomes necessary to perform the work referred to in sections 5 or 6 above for reasons beyond the Service Provider's control, the Service Provider shall notify the User of the work and the associated interruption in access to Autopay or the provision of the Service no later than at the start of the work and before the User uses the Service.

§ XVI

Communication

1. The language in which the Company communicates with the User and concludes the Framework Agreement or the Service Agreement, as applicable, is Polish or English, depending on the User's choice. The Terms of Service are available in Polish and English, and agreements concluded under the Terms of Service are concluded in the languages selected by the User when using Autopay.
2. Unless otherwise provided in the Terms and Conditions, the User may communicate with the Company:
 - a. electronically, via the contact form available on the Website or via the email address kontakt@autopay.pl;
 - b. by phone at 587604846 – during the Autopay Help Center's business hours, available at www.autopay.pl;
 - c. in writing, at the following address: Autopay Mobility sp. z o.o., ul. Powstańców Warszawy 6, 81-718 Sopot, Poland.
3. The Company communicates with the User electronically, by phone, or in writing; however, unless otherwise provided in these Terms and Conditions or by law, the primary form of communication with the User is via email or messages sent through via Autopay or—if the Account is created through the User's online banking—via that access channel.
4. In the event of communication between the Company and the User or between the User and the Company, the Company, in order to ensure the security of the User's data, may require confirmation or the provision of specific User data, as indicated, among other things, during the Autopay registration process, for the purpose of verification.

§ XVII

Intellectual Property

1. Copyrights and other intellectual property rights to Autopay as a whole, as well as its individual elements or the content presented therein, belong to the Service Provider or other authorized third parties and are protected by generally applicable law, covering the subject matter of these rights in all forms of expression.
2. In connection with the conclusion of the Framework Agreement or the use of Autopay or the Services, the User does not receive any rights (including copyrights or other intellectual property rights), except as expressly indicated in the Terms of Service.
3. The Service Provider authorizes the User to:
 - a. download and install the Mobile Application on the User's mobile device and use it in accordance with the Terms and Conditions and its intended purpose, solely for the User's own (personal) use, granting the User a license upon downloading the App, subject to the terms set forth in paragraph 4 below; or

- b. in the case of using Autopay via the Website or Online Banking—to use Autopay in accordance with the Terms and Conditions and its intended purpose, exclusively for the User’s own use.
4. The license to use the Application referred to in paragraph 3(a) is non-exclusive, non-transferable, and not limited by territory, and is granted free of charge for an indefinite period, in no case longer than the term of the Framework Agreement. The license does not entitle the User to grant sublicenses (further licenses). Termination of the Framework Agreement results in the expiration of the license on the last day of the Framework Agreement’s validity. The license entitles the User solely to use the Application in accordance the Terms of Service and its intended purpose, and to temporarily reproduce it only to the extent necessary for such use of the Application (i.e., launching, operating, or storing it in the memory of the User’s device). Any breach by the User of the license terms, including any of the provisions of subsections 3–5 of this paragraph, entitles the Company to terminate the Framework Agreement with immediate effect.
5. The right to use Autopay and the Services granted under the Framework Agreement does not, in particular, entitle Users to:
 - a. copying Autopay or its components, except in cases permitted by mandatory provisions of law or resulting from the normal use of Autopay’s functionality or the Services;
 - b. reproduce Autopay in whole or in part, except as indicated in paragraph 4;
 - c. modify, adapt, translate, decode, decompile, disassemble, or attempt to determine the source code in any other way, except as permitted by mandatory provisions of law;
 - d. modifying the computer software comprising the solutions that constitute Autopay;
 - e. disseminating, distributing, selling, or otherwise marketing, or making available in any manner or form the solutions offered in Autopay at to third parties, or granting such parties the right to use Autopay or the Services, regardless of the legal basis, either in whole or in part.

§ XVIII

Amendments to the Terms of Service or the Digital Service

1. The Service Provider is entitled to amend the Terms and Conditions only for valid reasons, as specified in paragraph 2 below. Subject to the case described in the following sentence, the User will be notified of the planned amendment to the Terms and Conditions via an email sent to the address associated with the Account, at least 14 days prior to the planned amendment. In the event that the Account is created via Online Banking, the User may be notified of planned amendments to the Terms and Conditions — acting on behalf of and for the Company — the User’s relevant bank, at least 14 days prior to the planned amendment, via email or text message, to the address or phone number provided by the User in the Online Banking system.
2. The following circumstances shall be considered valid reasons for amending the Terms and Conditions:
 - a. adaptation of the Services or Autopay to applicable laws or regulations, recommendations, guidelines, orders or prohibitions, rulings, resolutions, interpretations, or decisions of competent public authorities, or to the terms of the Company’s cooperation with third parties with whom the Company provides the Services;
 - b. changes to or the introduction of new public-law fees that affect Autopay or the provision of the Services;
 - c. expansion, modification of the scope, or improvement of the functionality of the Services or Autopay, including the Account;
 - d. improving the security of the Services provided, Autopay, and Users;

- e. the need to prevent abuse in connection with the use of the Services or Autopay;
 - f. changes in the costs of services provided by third-party suppliers, the costs of maintaining and infrastructure maintenance costs to the extent used in connection with the provision of Autopay or as part of the provision of the Services;
 - g. changes in the technical conditions for the provision of electronic services or the use Autopay, including technical requirements or access channels;
 - h. the emergence of new risks or threats related to the use of Autopay or the cessation of such risks or threats;
 - i. the need to remove ambiguities, errors, or typographical errors, should they occur in the Terms and Conditions;
 - j. changes to contact information, names, identification numbers, other identifying information of the Company or third-party providers, email addresses, or URLs (links/hyperlinks) included in the Terms and Conditions;
 - k. the introduction or increase of the Fee or Subscription, subject to paragraph 6 below.
3. Prior to the proposed effective date of the amendments to the Terms and Conditions, the User has the right to object to the amendments to the Terms and Conditions and terminate the Framework Agreement with immediate effect, in the manner specified in § VII, paragraph 3 of the Terms and Conditions, subject to § VII, paragraph 8 of the Terms and Conditions. In the event that the User objects to the proposed changes without an additional statement regarding the termination of the Agreement, such objection shall be deemed equivalent to termination of the Framework Agreement with immediate effect.
 4. If the User does not object to the planned amendments to the Terms of Service by the time they take effect, it is assumed that the User accepts them, which does not preclude from terminating the Framework Agreement in the future. The new version of the Terms of Service is binding on the User from the moment it takes effect.
 5. The content of the amended Terms and Conditions takes effect on the date specified in the notice regarding the amendment to the Terms and Conditions.
 6. In the event that a Fee related to an Individual Account is introduced or increased, the Company obtains explicit consent from Privileged Users (e.g., by checking a checkbox), and notifies Privileged Users of this via email or through the Application, as well as—optionally—via SMS. In the email sent, the Company will specify the scope of the proposed changes, the date of their implementation, and a request for consent. This does not affect the Privileged User's right to terminate the Framework Agreement with immediate effect at any time, in the manner specified in § VII(3) of the Terms of Service.
 7. In the event of an increase in the Subscription Fee or the introduction or increase of the Fee for a Business Account, such a change does not require an amendment to the Framework Agreement and is announced by the Service Provider via email. The change in the Subscription Fee will take effect from the next billing period. This does not affect the Business User's right to terminate the Framework Agreement with immediate effect, at any time, in the manner specified in § VII(3) of the Terms of Service.
 8. The Service Provider may modify a digital service that is not necessary to maintain its compliance with the Framework Agreement for the reasons specified in paragraph 2(a) through (h). The implementation of the modification referred to in the preceding sentence shall not entail any costs for the Privileged User. The provisions of paragraphs 1 and 3–4 shall apply accordingly.
 9. If the change referred to in paragraph 8 significantly and negatively affects the Privileged User's access to Autopay or use of Autopay, the Service Provider shall send, to the Privileged User's email address, with sufficient advance notice and on a durable medium, information regarding the nature and effective date of such change, as well as the rights to the Privileged User in connection with this change.

§ XIX

Blocking of Services

1. The Service Provider has the right to block the Privileged User's access to all or selected Services provided under Autopay in the following cases:
 - a. failure by the User to pay or improper payment of the due Fee (including Remuneration), in accordance with the provisions of the Terms of Service and the concluded Service Agreement, Subscription, or remuneration due to the Service Provider from a Business User for the use of Autopay Fleet;
 - b. preventing, as a result of the User's actions or omissions, the payment of the Subscription Fee, the remuneration owed to the Service Provider by the Business User for the use of Autopay Flota, as well as Fees (including Remuneration) under already concluded Service Agreements or for future Services, including as a result of: i) the absence of a Payment Method, or ii) when, despite having a Payment Method, it is not possible to use it for all or specific Services, e.g., as a result of the User revoking consent for recurring charges to a specific Payment Method for Fees (including Remuneration), Subscription Fee or remuneration due to the Service Provider from a Business User for the use of Autopay Fleet, in the event of the expiration or blocking of a payment card that constitutes a Payment Method, or in the event that the Payment Method is not the appropriate payment method for a given Service;
 - c. the imposition of an Additional Fee, as defined in Appendix 3 to the Terms and Conditions – Rules for acquiring the right to travel through or to Toll Areas (videotolling system);
 - d. failure by the Privileged User to express acceptance of the introduction or increase of the Fee prior to the effective date of such introduction or increase, in accordance with § XVIII(6) of the Terms and Conditions;
 - e. if a Business User does not select a paid Business Account based on a Subscription or a Fleet Account.
2. In the cases specified in:
 - a. paragraph 1(a) or (c) above, the block remains in effect until the Subscription, the Fee owed to the Service Provider by the Business User for the use of Autopay Fleet, the Fee (including the Fee), or the Additional Fee is paid;
 - b. pursuant to paragraph 1(b) above, the block remains in effect until an active Payment Method is registered that allows for the payment of the Subscription Fee and the remuneration owed to the Service Provider by the Business User for the use of Autopay Fleet, Fees (including Remuneration) or—if the Payment Method is not the appropriate payment method for a given Service—until a payment method appropriate for such Service is registered;
 - c. Paragraph 1(d) above, the block remains in effect until the Privileged User accepts the introduction or change of the Remuneration in accordance with § XVIII(6) of the Terms and Conditions
 - d. Paragraph 1(e) above, the block remains in effect until the Business User selects a paid Business Account based on a Subscription or a Fleet Account.

§ XX

Purchase of ASFINAG Products

1. Autopay enables the purchase of ASFINAG Products via the Mobile App or Online Banking.
2. The rules for purchasing ASFINAG Products are set forth in Appendix 8 to the Terms and Conditions.

3. The agreement regarding the purchase of ASFINAG Products is concluded between the User and ASFINAG, on behalf of and for the benefit of which the Service Provider acts, via Autopay, for a fixed term necessary for its performance, subject to the agreement for the purchase of an ASFINAG Product in the form of a digital Flex installment payment, which is concluded for an indefinite term.
4. The purchase of ASFINAG Products is governed by Appendix 8 to the Terms and Conditions and the ASFINAG Terms and Conditions, which constitute an integral part of Appendix 8 to the Terms and Conditions and are defined therein. The provisions of these Terms and Conditions apply to the purchase of ASFINAG Products only to the extent not regulated by or inconsistent with Appendix 8 to the Terms and Conditions.

§ XXI

Appendices

1. The following appendices to the Terms and Conditions constitute an integral part thereof:
 - a. Appendix 1 to the Terms and Conditions – Model withdrawal form;
 - b. Appendix 2 to the Terms and Conditions – Rules regarding the User’s addition of payment methods in Autopay;
 - c. Appendix No. 3 to the Terms and Conditions – Rules for purchasing the right to travel through or to Toll Areas (videotolling system);
 - d. Appendix No. 4 to the Terms and Conditions – Rules for purchasing Tickets entitling the User to use car washes;
 - e. Appendix 5 to the Regulations – e-Toll Regulations. Payments for travel on toll sections of motorways under the e-Toll system;
 - f. Appendix No. 6 to the Terms and Conditions – Rules for processing automatic payments at Partner Stations;
 - g. Appendix 7 to the Terms and Conditions – E-Vignette Terms and Conditions. Rules for the provision of the Service in the form of intermediation in the purchase of an E-Vignette;
 - h. Appendix 8 to the Terms and Conditions – Rules for the purchase of ASFINAG Products;
 - i. Appendix No. 9 to the Terms and Conditions – Rules regarding payment for parking in Paid Parking Zones and private parking lots via Autopay.
 - j. Appendix 10 to the Terms and Conditions – Autopay Price List.
2. Terms written in capital letters in the appendices to the Terms and Conditions, if:
 - a. they have not been separately defined therein – have the meaning specified in § II of the Terms and Conditions,
 - b. have been separately or additionally defined therein – have the meaning specified in the text of those appendices.
3. In matters not covered by the appendices to the Terms and Conditions, the relevant provisions of the Terms and Conditions shall apply.
4. A Service Agreement is concluded separately in each case with respect to a specific and specific Service, for the duration of the performance and settlement of that Service.

§ XXII

Final Provisions

1. Subject to agreements for the purchase of ASFINAG Products, the governing law for matters related to the Framework Agreement, the Service Agreement, Autopay, and the Services, in the relationship between the Service Provider and the User, shall be the laws generally

applicable in the Republic of Poland. However, the choice of Polish law for contracts concluded with Consumers under these Terms and Conditions does not waive or limit the rights of Consumers to which they are entitled under mandatory provisions of law applicable to such Consumers in situations where no choice of law applies, in accordance with the provisions of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of June 17, 2008, on the law applicable to contractual obligations (Rome I Regulation). This means, in particular, that if the national laws applicable to a given Consumer provide for broader protection than that resulting from these Terms and Conditions or Polish law, such broader protection shall apply.

2. In the event of a dispute with a User who is not a Privileged User, related to the Framework Agreement or the Service Agreement, the competent court shall be the court having jurisdiction over the Service Provider's registered office.
3. Any liability of the Service Provider in connection with the Framework Agreement or the Service Agreement toward a User who is not a Privileged User, to the extent permitted by law, is excluded.

Appendix No. 1 to the Terms and Conditions
Model withdrawal form

MODEL WITHDRAWAL FORM

(this form should be completed and returned only if you wish to withdraw from the contract)

Addressee:

Autopay Mobility Sp. z o.o.

6 Powstańców Warszawy St., 81-718 Sopot, Poland

Email address: kontakt@autopay.pl

- I/We(*) hereby give notice of my/our withdrawal from the contract for the provision of the following service(*) / for the delivery of digital content in the form of(*):

.....

.....

- Date of contract conclusion(*)

.....

- First and last name of the authorized User(s):

.....

- Address of the authorized User(s):

.....

.....

.....
Signature of Authorized User(s)
(only if the form is submitted in paper form)

Date

(*) Delete as appropriate

Appendix 2 to the Terms and Conditions
Rules regarding the User's addition of payment methods in Autopay

§ I

General Provisions. Definitions

1. This Appendix to the Terms and Conditions ("Appendix") sets forth detailed rules regarding the addition of payment methods by the User in Autopay.
2. The Company may enable payments using the payment methods specified in the Appendix. In such a case, the access channel to Autopay applicable to a given payment method and the rules for adding a specific payment method are set forth in the provisions of the Appendix.
3. Capitalized terms used in the Appendix have the following definitions:
 - a. **Card** – the User's payment card supported by the Company as part of the payment methods available in Autopay.
 - b. **Fleet Card** – a card issued or provided to a User who is not a Consumer by a Partner, enabling the payment of Fees for all or selected Services in accordance with the terms set forth by the Partner and in the Terms and Conditions.
 - c. **Paid Area** – the paid area defined in Appendix 3 to the Terms and Conditions.
 - d. **Telecommunications Operator** – a telecommunications provider as defined by the Telecommunications Law of July 16, 2004, providing the Bill Payment service under separate service terms and conditions. The current list of telecommunications operators providing the "Payment from Account" service within the Autopay system is available at: <https://autopay.pl/pomoc>.
 - e. **Trip** – a trip as defined in Appendix 3 to the Terms and Conditions.
 - f. **Partner** – an entity defined in Appendix 3 to the Terms and Conditions

§ II

Rules for adding a payment method using electronic banking via bank account debit

1. If the Company allows payments to be made by debiting the User's bank account directly through the bank maintaining that account ("Account Debit"), payments using Account Debit may only be made when the User accesses the Application via the User's online banking service.
2. A User who intends to use Account Debit authorizes their bank to deduct from their account the amounts of Fees due for the use of the Services.
3. The detailed rules for the bank's charging of Fees to the User are set forth in the bank's payment services terms and conditions.

§ III

Rules for adding a Card payment method

1. If the Company enables payments using a Card as a payment method, payments via Card may only be made when the User uses the App or through the Website.
2. To add the payment method specified in paragraph 1, the User is required to take the following steps in the App or on the Website, as applicable:
 - a. enter the Card details (Card number and CV/CVV code) and complete a Card verification chargeback (a verification transaction for 1 PLN) in accordance with the instructions

provided by the Company; the User may also select a Card previously registered by them on the Website;

- b. assign the Card number to a specific Vehicle;
 - c. consent to the Company's recurring collection of Fees from the Card, due for the Services, without the User's involvement, in accordance with paragraphs 3–4 below.
3. In the case of payment by Card, in order to make the Fee payment, the User, via Autopay, consents to the Company's automatic debiting of funds from the Card for the Fees. Consent is given separately for each Card and covers the collection of amounts due for Fees (including additional Fees referred to in the Appendices to the Terms and Conditions) without the User's involvement. This consent is granted for as long as the User maintains an active account in Autopay and may be revoked by the User at any time by removing the Card from Autopay (including a Card assigned to a Vehicle or by removing the Vehicle from Autopay), provided that the Company reserves the right to prevent the User from removing a Card assigned to a Vehicle from Autopay and from removing the Vehicle from Autopay after entering the Toll Area using the Service. After revoking consent, the User is not authorized to make Trips under the Service, and if a Trip is made, the User is obligated to pay the Company the applicable Fee.
 4. In the event of a payment to cover the Fee, the User will be notified of the automatic charge to the Card via an email sent to their email address or via a message sent by Autopay. If the Card could not be charged (e.g., the Card has expired, or there are insufficient funds on the Card to cover at least the Fee due), the User will be notified of this via an email sent to the User's email address and a message from the Company, and the Company will successively repeat attempts to charge the Card, and if these attempts prove unsuccessful, the Company is entitled to initiate debt collection proceedings for the funds owed to the Company due to non-payment of the Fee.
 5. If the User uses the Card Payment Method in Autopay for the Autopay Fleet service, the Fees due are charged to the most recently added Card.

§ IV

Rules regarding the addition of a payment method in the form of payment from a telecommunications bill with a telecommunications operator

1. If the Company enables payments using the payment method in the form of a payment from a telecommunications bill with a telecommunications operator ("Bill Payment"), the Bill Payment method may only be used when the User uses Autopay via the App or the Website.
2. To add the payment method specified in paragraph 1, the User is required to take the following steps in the App or on the Website, as applicable:
 - a. activate the Bill Payment method in Autopay;
 - b. accept the terms and conditions of the "Payment from Account" service;
 - c. if the User wishes to pay the Trip Fee using this payment method—assign the "Payment from Account" method to the specific Vehicle;
 - d. consent to the Company's recurring debits from the User's telephone account with the Telecommunications Operator for the Fees.
3. The detailed terms and conditions for the Bill Payment service are set forth in the telecommunications operator's terms of service accepted by the User.
4. Through Autopay, the User consents to the Company's recurring debits from the User's telephone account with the telecommunications operator for the purpose of collecting Fees. This consent covers the collection of amounts due for Fees (including additional Fees referred to in the Appendices to the Terms and Conditions) without the User's involvement. This consent is granted for the duration of the Framework Agreement (i.e., while the User maintains an

active Account in Autopay) and may be revoked by the User at any time by removing this Payment Method (including one assigned to a Vehicle or by removing the Vehicle from Autopay), subject to the proviso that the Company reserves the right to prevent the User from removing the "Payment from Account" Payment Method assigned to the Vehicle from Autopay and from removing the Vehicle from Autopay after entering a Toll Area using the Service or in the event of the User's failure to pay the applicable Toll Fee in accordance with the Terms of Service. After revoking consent, the User is not authorized to make Trips under the Service, and if a Trip is made, the User is obligated to pay the Company the applicable Fee.

§ V

Rules for adding a Fleet Card as a payment method

1. If the Company enables payments using a Fleet Card as a payment method, the Fleet Card payment method may be used:
 - a. only if the User uses Autopay via the App or the Website, and furthermore
 - b. provided that the Partner whose services the User uses in this regard makes such an option available in cooperation with the Company, and
 - c. exclusively for those Services specified by the Partner and under the terms set by the Partner, in particular in the Partner's terms of service. The User acknowledges and agrees that the rules adopted by the Partner, including the terms of service, may specify additional in addition to those specified in this appendix, requirements and conditions for using the payment function in the form of a Fleet Card issued by that Partner.
2. In order to add the payment method specified in paragraph 1 and for the User to use the Fleet Card payment method for the first time, the User is required to take the following actions in Autopay:
 - a. perform all actions necessary to enable the activation of the payment method in the form of a Fleet Card, in accordance with the rules adopted by the Partner who issued said Fleet Card, as specified in particular in the Partner's terms and conditions for the provision of such services;
 - b. add the Fleet Card number in Autopay;
 - c. assign the Fleet Card number to the specific Vehicle;
 - d. assigning the Fleet Card payment method to the specific Vehicle;
3. After the first successful use of the Fleet Card payment method and completion of the steps referred to in paragraph 2 above, the Fleet Card payment method becomes the default payment method in the User's Account for the Vehicle to which the Fleet Card has been assigned. The Customer may change the Payment Method from the Fleet Card method to a Card added in Autopay.
4. Detailed rules for making payments with a Fleet Card and for the Partner to charge the User fees are set forth in the terms and conditions of the Partner whose services the User uses in this regard.

Appendix No. 3 to the Terms and Conditions
Rules for Acquiring the Right to Travel Through or to Toll Areas
(videotolling system)

§ I

General Provisions. Definitions

1. This Appendix to the Terms and Conditions ("Appendix") sets forth detailed rules for Users' use of the Service in the form of the User's acquisition of the right to travel through or to Toll Areas, as one of the Services provided by the Company to Users under Autopay.
2. Capitalized terms used in this Appendix shall have the following definitions:
 - a. **Motorway** – a motorway (or a section thereof) on which the User travels and pays via Autopay in accordance with the terms and conditions set forth in the Terms of Service and this Appendix. A list of Motorways supported by Autopay is available at: <https://autopay.pl/pomoc>.
 - b. **Ticket** or **Electronic Ticket** – an electronically stored authorization to use a ticketed service, i.e., a Trip through or to Toll Areas.
 - b. **Gate** – a gate enabling the User to make Trips through or to a Toll Area specified in the Terms and Conditions as part of the Service using Autopay.
 - c. **Toll Area** – toll areas, in particular Motorways within which Trips are made or areas for which the purchase of an Electronic Ticket is required for entry or access, including parking lots. The list of Toll Areas supported by Autopay, including Motorways or parking lots, is available at: <https://autopay.pl/pomoc>.
 - d. **Operator** – an entity managing the Operator's Infrastructure; a list of Operators is available at: <https://pomoc.autopay.pl/>.
 - e. **Partner** – an entity cooperating with the Company to provide the Service, which is the owner or manager of a Toll Area, or which provides a service to which the Ticket entitles the User, or which supplies goods or services subject to a Fee to the User, as well as an entity acting as an intermediary in their delivery, including an entity that is the issuer of a Fleet Card within the meaning of Appendix 2 to the Terms and Conditions.
 - f. **Toll Collector** – the owner of the Operator's Infrastructure or the entity holding rights to such infrastructure, as indicated at: <https://pomoc.autopay.pl/>.
 - g. **Passage** – a cashless passage on the Highway or entry into the Toll Area as part of the Service and using the Operator's or Partner's Infrastructure (Gate), for which the User pays the Toll via Autopay. The passage takes place without collecting a ticket upon entry into the Toll Area and without paying the toll at the Partner's toll gate providing manual toll collection services.
 - h. **Operator's Infrastructure** – hardware and software owned by the Toll Collector, the Operator, or a third party managed by the Operator, used, among other things, for the automatic reading of the Vehicle's license plate numbers upon entering or exiting the Highway (at Toll Gates) and for transmitting the aforementioned data to the Company's infrastructure operating within the Autopay system; The Operator's Infrastructure enables the User, based on data provided to the Operator by the Company as part of the User's use of the Services, to make a cashless Trip on the Highway.
 - i. **Partner Infrastructure** – devices and software managed by or owned by Partners other than the Toll Collector or the Operator, used in particular to identify the User, including for the automatic reading of the Vehicle's license plate numbers upon entry into or exit from the Toll Area (as part of the Toll Gates) and for transmitting data to the Company's infrastructure operating within the Autopay system.

§ II

Terms of Service Provision. Conclusion of the Service Agreement.

1. Autopay allows the User to purchase the right to travel through or to Toll Areas, including, in particular, travel on Motorways. Use of the Service described in the Appendix may be done via the Mobile App, the Website, and, in certain in the scope of Electronic Banking, also through that access channel.
2. In order to enter into a Service Agreement and acquire the right to Travel, the User is required to meet the requirements specified in § VIII(2) of the Terms and Conditions.
3. The Service Agreement in the form of acquiring a Pass is concluded upon entering the Toll Area (automatic raising of the Toll Gate without the User collecting an entry ticket), provided that the conditions specified in paragraph 2 are met.
4. By entering into the Service Agreement in the form of acquiring the right to Pass, i.e., by entering the Toll Area, the Privileged User consents to the provision of the Service prior to the expiration of the deadline for withdrawing from the Service Agreement referred to in § X(6) of the Terms and Conditions and acknowledges that the Privileged User loses the right to withdraw from the Service Agreement upon full performance of the Service by the Service Provider.
5. The User agrees to pay, through the Company, immediately after the completed Trip, the Fee resulting from the price list in effect at the Operator or Partner.
6. The Service provided by the Company under Autopay, consisting of facilitating the acquisition of the right to a Trip, shall be deemed fully performed upon completion of the Trip.

§ III

Reservations

1. The Company will send the Vehicle data to the Operator or Partner to enable the User to make Trips using the Operator's or Partner's Infrastructure, as applicable.
2. Registration of the Vehicle within the Operator's infrastructure may take place within 8 hours of the date the Vehicle data is sent to the Operator.
3. Completing a Trip by bypassing the entrance or exit Toll Gate—that is, using Toll Gates not operated by the Service Provider—requires payment of the fee based on the Operator's rate schedule at the Toll Gate providing manual toll collection services.
4. If the Vehicle data was not read by the Operator's Infrastructure upon entering the Highway (i.e., the entry Toll Gate did not open automatically), the User is required to collect an entry ticket and pay the toll to the Operator in accordance with the Operator's tariff schedule at the toll gate providing the Operator's manual toll collection service (excluding the Service available via Autopay).
5. Travel on the Motorway is possible provided that:
 - a. the license plates of the Vehicle with which the User is making the Journey are maintained in proper condition and clean enough to be read without difficulty by the Operator's Infrastructure, and are placed in the locations designated for this purpose in accordance with applicable laws;
 - b. the User uses only the dedicated Toll Gates when entering and exiting the Motorway;
 - c. where applicable, the period from the moment of passing through the toll collection point or entry to the exit does not exceed the number of hours specified separately in the Motorway regulations, within which the Trip takes place.
6. For Trips on the A4 Katowice-Kraków Motorway, the User is required to stop the Vehicle at the toll gate in front of the toll collector's window, before the designated white line. To ensure the proper completion of the Journey, the User is required to maintain a safe distance from the vehicle ahead (a minimum of 3 meters for passenger cars and 5 meters for buses and trucks).

7. If the Vehicle's data was read by the Operator's Infrastructure upon entering the Highway (i.e., the dedicated entry gate on the Highway opened automatically) but was not read upon exiting the Highway (i.e., the dedicated exit gate on the Highway did not open automatically), and the gate operates exclusively in automatic mode without the involvement of a toll collector who could manually enter the vehicle's license plate number into the system, the User is required to use a gate providing manual toll collection and pay the Operator the maximum toll for the given vehicle category and entry point in accordance with the Operator's tariff schedule (except for the Service available in Autopay).
8. If the User has provided the same Vehicle data in a solution enabling access to a videotolling system other than that provided by the Company, the Trip may be billed by a provider other than the Company, at the sole discretion of the Operator or the Toll Collector.
9. The rules for passing through the A4 Katowice-Kraków toll plazas using Autopay are published at: <https://www.autostrada-a4.com.pl/pl/oplaty/odczyt-tablic-rejestracyjnych-videotolling>.

§ IV

Toll Fees

1. The Toll for using the Motorway is set by the Minister responsible for transport and paid by the User via Autopay using the Payment Methods available in Autopay. Information on the Toll Price List is available at <https://pomoc.autopay.pl/>.
2. The amount of the Toll depends on the type of Motorway on which the Trip is made and the length of the Motorway section traveled.
3. If the User has made a Trip with a Vehicle in a category other than the one declared during Vehicle registration, the Operator will send the Company the relevant information, and the Company will charge an additional fee equal to the difference between the fee due for the Trip and the fee previously charged or collected ("Additional Fee").
4. In the case of towing Vehicles, a toll must be paid for both the towing Vehicle and the towed Vehicle. The fact that a Vehicle is being towed must be reported to the Operator's toll collector to ensure the toll is correctly charged.
5. A User traveling on a flatbed truck on the A4 Katowice-Kraków Motorway is required, prior to the Trip, to disable payments via Autopay by deactivating Trips on the A4 Katowice-Kraków Motorway section.

Appendix No. 4 to the Terms and Conditions
Rules for purchasing Tickets entitling the holder to use car washes

§ I

General Provisions. Definitions

1. This Appendix to the Terms and Conditions ("Appendix") sets forth detailed rules for Users' use of the Service in the form of purchasing Tickets entitling them to use car washes, as one of the Services provided by the Company to Users as part of Autopay.
2. Capitalized terms used in the Appendix shall have the following definitions:
 - a. **Ticket or Electronic Ticket** – an electronic authorization to use a ticketed service, i.e., to use a car wash, as part of the Service, for which the User pays a Fee using a Payment Method. The Electronic Ticket is purchased by the User via Autopay.
 - b. **Partner** – an entity defined in Appendix 3 to the Terms and Conditions.

§ II

Terms of Service. Conclusion of the Service Agreement.

1. The service for purchasing Tickets entitling the holder to use car washes is available to selected Users.
2. The User referred to in paragraph 1 may purchase an Electronic Ticket entitling them to use car wash services (Car Wash Ticket) via the Mobile App, provided that the car wash facility displays appropriate information regarding the option to purchase a ticket via the App.
3. In order to enter into a Service Agreement and purchase a Ticket entitling the User to use the car wash, regardless of the need to meet the requirements specified in § VIII, paragraph 2 of the Terms of Service, the User should follow the instructions displayed on the car wash machine, and in particular should:
 - a. have the mobile App installed and running on their device,
 - b. have the geolocation service enabled on the device referred to in point a. above and allow the App to access geolocation data,
 - c. log in to their Account in the App,
 - d. scan the QR code located on the car wash machine,
 - e. select the Ticket amount (duration or service option),
 - f. select a payment method,
 - g. confirm the purchase by selecting a purchase option (the "Order and Pay" option or equivalent),
 - h. pay the Fee using the Payment Method.
4. The Service Agreement in the form of the purchase of an Electronic Ticket entitling the holder to use car wash services is concluded upon payment of the Fee in accordance with Section 3(h) above, provided that the other conditions specified in Section 3 are met.
5. In the event that Autopay enables a Privileged User to use the Service described in this appendix, by entering into a Service Agreement in the form of purchasing Tickets entitling the user to use car washes, the Privileged User consents to the provision of the Service prior to the expiration of the deadline for withdrawing from the Agreement for the Service referred to in § X, paragraph 6 of the Terms and Conditions, and acknowledges

the information that the Privileged User loses the right to withdraw from the Service Agreement upon full performance of the Service by the Service Provider.

6. Due to the nature of the Service, the conclusion of the Service Agreement and the commencement of the Service occur immediately upon payment of the Electronic Ticket Fee, in accordance with the terms set forth in the Terms and Conditions or as specified by the Partner.
7. If payment of the Electronic Ticket Fee entitling the User to use the car wash fails, the User may attempt payment again using a different payment method of their choice.
8. A list of car washes and their operators, Partners, as well as Users authorized to use the Service is available at: <https://autopay.pl/pomoc>.

Appendix No. 5 to the Terms and Conditions

e-Toll Terms and Conditions.

Payments for travel on toll sections of highways under the e-Toll system

§ I

General Provisions. Definitions

1. This Appendix to the Terms and Conditions (“**e-TOLL Terms and Conditions**”) sets forth the detailed rules governing Users’ use of the e-Toll Service, as one of the Services provided by the Company to Users under Autopay.
2. Capitalized terms used in this Appendix shall have the following definitions:
 - a. **Motorway** – a motorway (or a section thereof) covered by an e-Toll transaction and paid for by the User via Autopay in accordance with the terms set forth in the Terms and Conditions and these e-TOLL Terms and Conditions. The list of motorways supported by Autopay is available at: <https://pomoc.autopay.pl/>.
 - b. **Pre-Paid Motorway Ticket** – a type of Motorway Ticket that can only be purchased through the e-Toll system, constituting a pre-paid ticket within the meaning of Article 37a(9) of the Act.
 - c. **Gate** – a gate enabling the User to make e-Toll Trips through and to the Toll Area specified in the Terms and Conditions as part of the Service using Autopay.
 - d. **e-TOLL** – a system supervised by the Head of the National Revenue Administration used to collect tolls for travel on toll road sections within the territory of the Republic of Poland managed by the General Directorate for National Roads and Motorways.
 - e. **Toll Area** – toll areas, in particular Motorways, within which e-Toll Transactions are carried out. A list of Toll Areas supported by Autopay, including Motorways, is available at https://pomoc.autopay.pl.
 - f. **e-TOLL Fee** – a fee for traveling on a toll section of a highway paid by purchasing a Pre-Paid Highway Ticket, as specified in particular by the Act and in the implementing regulation issued pursuant to Article 37e(2) of the Act.
 - g. **e-TOLL Trip** – a cashless trip on a toll road, within the toll sections indicated in Autopay, for which the User pays the e-TOLL Fee via Autopay to the Head of the National Revenue Administration.
 - h. **Head of the National Revenue Administration** – the Head of the National Revenue Administration, on whose behalf and for whose benefit the Company operates under a separate agreement for the issuance of Motorway Tickets.
 - i. **e-TOLL Service** – the processing, via Autopay, of e-TOLL Fees for e-TOLL Trips.
 - j. **Act** – the Act of October 27, 1994, on Toll Highways and the National Road Fund.

§ II

General Provisions

1. As part of the e-TOLL Service, the User may purchase a Pre-Paid Highway Ticket.
2. The e-TOLL Service is available in Autopay through every access channel, with the proviso that it is available via online banking provided that the bank whose services the User uses offers the e-TOLL Service in cooperation with Autopay.
3. The availability of the e-TOLL Service may be limited or suspended in the event of the unavailability of the e-TOLL infrastructure or system, for reasons beyond the Company’s control.

4. The Service Provider provides the e-Toll Service and settles the e-Toll Fee on behalf of the User based on an agreement concluded with the State Treasury – the Head of the National Revenue Administration, under which the Company is authorized to issue Pre-Paid Highway Tickets and collect e-TOLL Fees from the User for the purpose of transferring them to the National Revenue Administration.
5. As part of the e-TOLL Service, the Company undertakes, acting on behalf of and for the benefit of the Head of the National Revenue Administration, to issue Pre-Paid Highway Tickets to Users and to collect the e-TOLL Fee from them.
6. The Company acts as an agent of the Head of the National Revenue Administration and is not responsible for the proper provision of the e-TOLL Passage service.
7. The e-TOLL Service may only be used by Users of Vehicles that are light vehicles (i.e., with a maximum gross weight of no more than 3.5 tons, and motorcycles).
8. These e-TOLL Terms and Conditions apply exclusively to e-TOLL Trips settled outside the Autopay Flota service.

§ III

Purchase of a Pre-Paid Highway Ticket

1. To use the Pre-Paid Highway Ticket purchase feature within the e-Toll Service, the cumulative conditions specified in § VIII(2) of the Terms and Conditions must be met, and furthermore:
 - a. the User must log in to their Account via the access channel they use and select the option to purchase a Pre-Paid Highway Ticket,
 - b. fill in the required information as indicated in the form provided in Autopay,
 - c. Confirmation of the intention to enter into a Service Agreement for the e-Toll Service by selecting the "Order and Pay" option or an equivalent option,
 - d. payment of the Fee.
2. The Service Agreement for the e-Toll Service is concluded upon payment of the Fee in accordance with paragraph 1(d), provided that the other requirements specified in paragraph 1 are met.
3. The total price of the Pre-Paid Highway Ticket, constituting the e-Toll Fee, will be visible during the ordering process and constitutes the price for one Pre-Paid Highway Ticket and one e-Toll Trip subject to the second sentence of paragraph 8 below.
4. The e-Toll Fee will be charged using the Payment Method.
5. By entering into the Service Agreement in the form of the e-Toll Service, the Privileged User consents to the provision of the e-Toll Service prior to the expiration of the deadline for withdrawing from the Service Agreement referred to in § X(6) of the Terms and Conditions and acknowledges that the Privileged User loses the right to withdraw from the Service Agreement upon full performance of the e-Toll Service by the Service Provider.
6. The User is responsible for the accuracy of the information provided during the purchase of a Pre-Paid Highway Ticket.
7. A Pre-Paid Highway Ticket may be purchased no later than:
 - a. 60 days before the planned start date of the e-Toll Trip or
 - b. up to 3 days after the end date of the e-Toll Trip.
8. The Pre-Paid Highway Ticket expires upon completion of the e-Toll Trip, but no later than 48 hours after the start date and time of the validity period indicated on the Pre-Paid Highway Ticket, with the proviso that each exit from the Highway does not constitute the end of the e-Toll Trip. If the User purchases a Pre-Paid Highway Ticket for a trip on a specific section of the

Highway and exits at an earlier exit than the one declared, the Pre-Paid Highway Ticket does not expire, and the User may re-enter the Highway at a Toll Gate under the same Pre-Paid Highway Ticket and continue the Trip on the remaining sections up to the exit declared on the Pre-Paid Highway Ticket, under the same Pre-Paid Highway Ticket, provided that the time referred to in the first sentence of this paragraph has not elapsed.

9. Due to the nature of the Service, the conclusion of the Service Agreement and the commencement of Service provision occur immediately upon payment of the e-Toll Fee, in accordance with the rules set forth in the Terms and Conditions.
10. The purchased digital Pre-Paid Highway Ticket will be available in Autopay, in the User's Account, with the proviso that if the User uses Autopay as part of Online Banking, it may also be available in other ways, including in particular, it may be sent to the email address provided in the form.
11. The User has the right to return the purchased Pre-Paid Highway Ticket provided that the return occurs before the scheduled date and time of the start of the e-Toll Trip.
12. A refund for an unused Pre-Paid Highway Ticket will be issued and in accordance with the rules set forth in applicable law, including, if possible, in the same manner and to the same bank account number from which the payment was made.
13. The Company notes that no Toll is charged on certain sections of toll highways. The current list of toll sections and special sections for which no Toll is charged is available at: <https://etoll.gov.pl/lekkie/ebiletautostradowy/stawki/>.

Appendix No. 6 to the Terms and Conditions
Rules for Processing Automatic Payments at Partner Stations

§ I

General Provisions. Definitions

1. This Appendix to the Terms of Service ("Appendix") sets forth the detailed rules governing Users' use of the Automatic Payment Service at Partner Stations, as one of the Services provided by the Company to Users under Autopay.
2. Capitalized terms used in this Appendix shall have the following definitions:
 - a. **Fleet Card** – a card defined in § 1 of Appendix No. 2 to the Terms and Conditions.
 - b. **Partner** – an entity cooperating with the Company to provide the Service, supplying the User with fuel, goods, or services subject to a Fee, as well as an entity acting as an intermediary in their delivery, including the entity that issues the Fleet Card.
 - c. **Partner Stations** – gas stations belonging to the Autopay acceptance network, a list of which is available at: <https://pomoc.autopay.pl/>.

§ II

Terms of Service Provision. Conclusion of the Service Agreement.

1. The User may, via the Mobile App, make a Payment for fuel or other goods and services indicated in the App, offered by the Partner at Partner Stations.
2. In order to enter into the Service Agreement and make automatic payments at Partner Stations, regardless of the need to meet the other requirements specified in § VIII(2) of the Terms of Service, the User should follow the instructions displayed in the App; in particular, the User should:
 - a. have the Mobile App installed on the Vehicle for which they intend to use the Service and running on their device,
 - b. have the geolocation service enabled on the device referred to in point a. above and allow the App to access geolocation data for the entire duration of the User's stay within the Partner Station's area,
 - c. log in to their Account in the App,
 - d. if the User intends to make a payment for fuel—select a fuel pump number from the list available within the App, and if the User intends to make a payment for other goods or services—select the goods or services from those available in Autopay,
 - e. define the maximum amount for which the User intends to make a payment ("Fueling Limit") to enable Autopay to block funds in the User's account ("Funds Block"),
 - f. confirm the intention to enter into the Service Agreement by selecting the "Order and Pay" option or an equivalent option,
 - g. pay the Fee.
3. The Service Agreement in the form of automatic payments at Partner Stations is concluded upon payment of the Fee in accordance with Section 2(g), provided that the other conditions specified in Section 2 are met.
4. In the event that Autopay enables a Privileged User to use the Service described in this Appendix, by entering into a Service Agreement in the form of automatic payments at Partner Stations, the Privileged User consents to providing the Service prior to the expiration of the deadline for withdrawing from the Service Agreement referred to in § X(6) of the Terms and Conditions, and acknowledges that the Privileged User loses the right to withdraw from the Service Agreement upon full performance of the Service by the Service Provider.

5. To enable payment for goods and services at Partner Stations, the Company, after obtaining pre-authorization of the transaction from the User, will temporarily block Funds in the amount defined by the User to secure the funds necessary to make the Payment. Any blocked amounts exceeding the actual Payment amount will be released immediately after the Payment is made.
6. The setting of the Refueling Limit, the blocking of funds, and the payment of the Fee—i.e., the amount due for fuel or other goods or services purchased by the User at a Partner Station—are always conducted in the currency of the country where the purchase took place.
7. The prices of fuel, goods, or services purchased at Partner Stations via the App are determined by the Partner Stations in the currency of the country where the purchase takes place. In the event that, in connection with a transaction, the amount due for the purchase of fuel, goods, or services at Partner Stations is converted into a different currency, the User bears the fees associated with the currency conversion in accordance with the fee schedule of their bank or payment card issuer, depending on the Payment Method they use.
8. If payment of the Fee for goods and services at Partner Stations fails, the User may attempt to make the payment again using a different Payment Method of their choice. If the payment fails for any reason, the User may purchase products and services at Partner Stations under general terms, i.e., without using the App.
9. Due to the nature of the Service, the conclusion of the Service Agreement and the commencement of the Service occur immediately upon payment of the Fee, in accordance with the terms set forth in the Terms of Service.

Appendix No. 7 to the Terms and Conditions

E-Vignette Terms and Conditions

Rules for the Provision of the Service in the Form of Intermediation in the Purchase of an E-Vignette

§ I

General Provisions. Definitions

1. This Appendix to the Terms and Conditions ("E-Vignette Terms and Conditions") sets forth the detailed rules governing the use by selected Users of the E-Vignette Service, as one of the Services provided by the Company to Users within the Autopay framework, consisting of the Company acting as an intermediary in the purchase of an E-Vignette on behalf of and for the benefit of the User.
2. Capitalized terms used in this Appendix shall have the following definitions:
 - a. **E-Vignette** – an electronic authorization to use the Passage service, purchased by the Company on behalf of and for the benefit of the User and delivered to the User in electronic form, entitling the User to make a Passage.
 - b. **E-Vignette Operator** – an entity or authority authorized in the country of the Journey to issue E-Vignettes and granting the rights arising therefrom.
 - c. **Trip** – a cashless journey on a road within the toll sections indicated in Autopay, which is validated by an E-Vignette, the formal requirements of which are defined by the law of the country in which the road is located.
 - d. **E-Vignette Service** – The service described in these E-Vignette Terms and Conditions, provided to the User by the Company in an automated manner, using the Application or online banking—provided that the bank cooperating with Autopay, through which the User uses the Services, offers such a feature—consisting of acting as an intermediary in the purchase E-Vignettes on behalf of and for the benefit of the User, as well as handling the process described in these Terms and Conditions.

§ II

General Provisions

1. The Fee for the E-Vignette Service consists of: (i) a service fee, i.e., the fee for the Service together with applicable tax, and (ii) reimbursement of expenses incurred by the Company on behalf of and for the benefit of the User in the form of the cost of the E-Vignette, constituting an expense incurred by the Company when purchasing the E-Vignette on behalf of and for the benefit of the User and reimbursed to the Company by the User, comprising the amount paid by the Company for the purchase of the E-Vignette and the currency conversion cost incurred when the User makes the Payment in a currency other than that in which the E-Vignette Operator has set the nominal price of the E-Vignette.
2. The fee for individual E-Vignettes is indicated in Autopay and is specified in PLN or another currency, in accordance with the information available in Autopay.
3. The E-Vignette Service is available exclusively to Users of Vehicles that are light vehicles (i.e., with a maximum gross weight of no more than 3.5 tons and motorcycles).
4. For some vehicles, it is not possible to use the E-Vignette Service in certain countries. A warning regarding this will appear in Autopay before using the E-Vignette Service.

5. The Company notes that due to differing regulations regarding E-Vignettes in various countries, the availability and scope of the E-Vignette Service may vary. Detailed information on this subject can be found in Autopay or at: <https://pomoc.autopay.pl/>.
6. Information regarding the countries in which the E-Vignette Service can be provided is available in Autopay.
7. The Company declares that E-Vignettes are purchased on behalf of and for the benefit of Users from E-Vignette Operators authorized in a given country to sell E-Vignettes.
8. In the process described in the Terms and Conditions, the Company acts as an intermediary, bearing the costs of purchasing E-Vignettes on behalf of and for the benefit of Users.
9. All rights arising from the possession of an E-Vignette are granted to the User by the E-Vignette Operator competent in the country where the road is located.
10. The Company is responsible for the proper performance of the E-Vignette Service, while the E-Vignette Operator is responsible for the proper functioning of the infrastructure necessary to complete the Trip.
11. The E-Vignette Terms and Conditions apply exclusively to Trips settled outside the Autopay Flota service.

§ III

Rules for the Provision of the Service. Conclusion of the Service Agreement.

1. In order to conclude a Service Agreement and purchase an E-Vignette, regardless of the need to meet the other requirements specified in § VIII(2) of the Terms and Conditions, the User must:
 - a. log in to their Account in the App or Online Banking,
 - b. select the E-Vignette(s) available in Autopay and specify its (their) duration, fill in the other data required in the purchase form, and
 - c. confirm their intention to enter into the Service Agreement by selecting the "Order and Pay" option or an equivalent one,
 - d. pay the Fee.
2. The Service Agreement for the E-Vignette Service is concluded upon payment of the Fee in accordance with paragraph 1(d), provided that the other conditions set forth in paragraph 1 are met.
3. The Fee shall be paid using the Payment Method.
4. By entering into the Service Agreement for the E-Vignette Service, the Privileged User consents to the provision of the E-Vignette Service prior to the expiration of the deadline for withdrawing from the Agreement for the Service referred to in § X, paragraph 6 of the Terms and Conditions, and acknowledges the information that the Privileged User loses the right to withdraw from the Service Agreement upon full performance of the Service by the Service Provider.
5. Autopay does not offer the option to enter a retroactive date on the E-Vignette. Autopay allows you to enter a future or current validity date for the E-Vignette; however, the ability to enter start and end dates may be limited and vary by country—so this information is always displayed in Autopay. In most cases, you can enter a date up to 3 months in advance.
6. As part of the E-Vignette Service, you can request the Company to act as an intermediary in the purchase of an E-Vignette with various validity periods—the types of E-Vignettes along with their prices are displayed in Autopay.

7. The E-Vignette with the selected date is provided to the User immediately after the Fee has been properly processed, no later than by the end of the day following receipt of payment. The service is available from 6:00 AM to 10:30 PM.
8. A detailed breakdown of the Fee is visible on the confirmation sent to the User's email address after each purchase. If multiple E-Vignettes are purchased in a single transaction, the total amount due indicated in the order summary includes Fees corresponding to the number of E-Vignettes covered by the transaction, payable for those E-Vignettes.
9. Due to the nature of the Service, the conclusion of the Service Agreement and the commencement of the provision of the E-Vignettes takes place immediately after payment of the Fee, in accordance with the rules set forth in the Terms and Conditions.
10. Along with the confirmation referred to in paragraph 8, an E-Vignette order confirmation is sent to the User's email address.
11. The E-Vignette can also be downloaded from the "Transaction Details" tab in the App.

§ IV

Passage

1. The basis for an authorized Trip is the E-Vignette registration confirmation, which the User received at the email address associated with the Account or downloaded from the relevant tab in the App. It is not necessary to print the E-Vignette registration confirmation.
2. To complete the Trip, the User must use the Service and have the E-Vignette registration confirmation before entering the toll section.
3. To download the E-Vignette registration confirmation to a device, an Internet connection to the Internet.
4. During the Trip, the User must comply with the legal requirements of the relevant country regarding the visibility of license plates; in particular, the User must not have covered or decorated license plates on the vehicle, nor may there be any signs, inscriptions, or objects on the front or rear of the vehicle that obstruct the legibility of these plates, and the User must not place license plates on the vehicle in locations other than those structurally designated for that purpose.
5. The user should retain the E-Vignette registration confirmation until the end of the E-Vignette's validity period.

Appendix 8 to the Terms and Conditions
Rules for the Purchase of ASFINAG Products

§ I

General Provisions. Definitions

1. This Annex to the Terms and Conditions ("Annex") sets forth the detailed rules governing the use by selected Users of the Autopay feature, specifically the ability to purchase ASFINAG Products via Autopay, as well as the conclusion of the Agreement and the purchase of ASFINAG Products.
2. Capitalized terms used in this Appendix have the following definitions:
 - a. **Fee** – the amount owed by the User to ASFINAG under the Agreement, collected via Autopay, constituting the price of the ASFINAG Product(s) covered by the Agreement. The fee for individual ASFINAG Products is indicated in Autopay and is specified in PLN or another currency, in accordance with the information available in Autopay.
 - b. **Trip** – a cashless passage on a road within the toll sections indicated in Autopay on the territory of the Republic of Austria, which is validated using an ASFINAG Product, the formal requirements of which are defined by the law of the country in which the road is located, i.e., the law of the Republic of Austria.
 - c. **ASFINAG Terms and Conditions** – constituting Appendix 1 to this Appendix and an integral part thereof, the terms and conditions for the sale of ASFINAG Products by ASFINAG, which specify in detail the rights and obligations of the parties to the Agreement, i.e., the User and ASFINAG.
 - d. **Agreement** – an agreement concluded under Autopay between the User and ASFINAG, on whose behalf and for whose benefit the Company acts, based on acceptance of the Terms and Conditions and the ASFINAG Terms and Conditions, under which the User purchases ASFINAG Product(s) in accordance with the rules set forth in the Terms and Conditions and the ASFINAG Terms and Conditions. The Terms and Conditions and the ASFINAG Terms and Conditions constitute an integral part of the Agreement.

§ II – General Information

1. The seller of ASFINAG Products available via Autopay is ASFINAG, on whose behalf and for whose benefit the Company acts.
2. Under the Agreement, selected Users may purchase various types of ASFINAG Products with different validity periods. The ASFINAG Products available for purchase via Autopay are listed in detail on Autopay along with the applicable Fee for each ASFINAG Product.
3. The purchase of ASFINAG Product(s) and the conclusion of the Agreement require acceptance of the Terms and Conditions together with the Appendix, including the ASFINAG Terms and Conditions.
4. The Agreement is concluded in accordance with the terms set forth in this Appendix and the ASFINAG Terms and Conditions, constituting Appendix No. 1 to this Appendix.
5. Upon conclusion of the Agreement, a Service Agreement is concluded between the User and the Company regarding the provision of the ASFINAG Product via Autopay.

§ III

General Provisions Regarding ASFINAG Products in Autopay

1. ASFINAG Products may only be used by users of Vehicles that are light vehicles (i.e., with a gross vehicle weight rating of no more than 3.5 tons and motorcycles).

2. For certain Vehicles, it is not possible to use ASFINAG Products in specific countries. A warning regarding this will appear in Autopay prior to the conclusion of the Agreement.
3. Information regarding the countries in which it is possible to conclude the Agreement can be found at: <https://pomoc.autopay.pl/>.
4. The conclusion of the Agreement and the purchase of ASFINAG Products are available in the App and via Online Banking.
5. The Company declares that, when selling ASFINAG Products, it acts on behalf of and for the benefit of ASFINAG.
6. All rights arising from the possession of an ASFINAG Product purchased via Autopay are granted to the User by ASFINAG.
7. The Company is responsible for the proper functioning of Autopay, including the functionality that enables the purchase of ASFINAG Products via Autopay, while ASFINAG is responsible for the proper functioning of the infrastructure necessary for the conclusion of the Agreement—which is owned by ASFINAG—and for the execution of the Trip.

§ IV

Conclusion of the Agreement. Purchase of ASFINAG Product(s)

1. In order to conclude the Agreement and purchase an ASFINAG Product other than Flex digital section fees, regardless of the need to meet the requirements specified in § VIII(2) of the Terms and Conditions—provided that the requirements specified in § VIII(2)(c) and (d) may be met for this Service by providing the relevant data in the ASFINAG Product purchase form referred to in point c. below – the User should:
 - a. log in to their Account in the App or to Online Banking,
 - b. select the ASFINAG Product(s) from those available in Autopay and specify their validity period (if applicable), and
 - c. if applicable, fill in the purchase form with other data necessary to conclude the Service Agreement, and
 - d. confirm the purchase by selecting the purchase option (“Order and Pay” or equivalent),
 - e. pay the Fee.
2. The Agreement is concluded upon payment of the Fee in accordance with paragraph 1(e) above, provided that the other conditions specified in paragraph 1 are met.
3. A detailed breakdown of the Fee is shown on the confirmation or on the invoice issued at the User’s request, which are sent to the User’s email address associated with the Account after each purchase. If multiple ASFINAG Products are purchased in a single transaction, the total amount due indicated in the order summary includes Fees corresponding to the number of ASFINAG Products covered by the transaction, payable for those ASFINAG Products.
4. Due to the nature of the ASFINAG Product referred to in paragraph 1, the Agreement is concluded immediately upon payment of the Fee, in accordance with the terms set forth in the Terms and Conditions.
5. For selected ASFINAG Products listed in Autopay, it is necessary to select the start date of the validity period for those ASFINAG Products. Autopay does not allow you to enter a retroactive date for a selected ASFINAG Product. Autopay allows you to enter a future or current validity date for the ASFINAG Product(s). Information about available ASFINAG Products is provided in Autopay.
6. The ASFINAG Product purchased by the User is delivered to the User immediately, no later than by the end of the day following receipt of payment.

7. Along with the confirmation or invoice referred to in paragraph 3, a confirmation of the ASFINAG Product order is sent to the User's email address.
8. After purchasing the ASFINAG Product, the User is entitled to make changes to this ASFINAG Product free of charge, limited to the Vehicle's registration number () provided during the purchase process or the initial validity date of the ASFINAG Product, provided that—depending on the type of ASFINAG Product and as applicable in each case:
 - a. if applicable, the validity period of this ASFINAG Product has not yet begun, or
 - b. if no validity period is specified for this ASFINAG Product – the ASFINAG Product has not yet been used.To make changes to the ASFINAG Product, the User may use the corresponding feature in Autopay. To do so, the User must first provide information that allows for the verification of the User and the ASFINAG Product to which changes are to be made.
9. To enter into the Agreement and purchase the ASFINAG Product in the form of the Flex digital toll, regardless of the need to meet the other requirements specified in § VIII(2) of the Terms and Conditions, the User must activate the Flex digital toll service using the corresponding Autopay feature.
10. In the case of a Contract for the purchase of the ASFINAG Product in the form of the Flex digital toll, payment of the Fee occurs automatically, each time during the term of the Contract, via the Payment Method, immediately after the completion of the Trip covered by this Agreement.
11. Confirmation of the conclusion of the Agreement for the purchase of the ASFINAG Product in the form of the Flex digital section-based toll is sent to the User immediately after the conclusion of the Agreement. A detailed breakdown of the Fee for the Trip made during the term of the Agreement for the purchase of the ASFINAG Product in the form of a digital Flex section fee is visible on the Trip confirmation or on the invoice issued at the User's request, which are sent to the User's email address associated with the Account each time after the completion of a Trip covered by this Agreement.
12. When making a Trip under the Agreement for the Purchase of the ASFINAG Product in the form of a digital Flex section-based toll, the User is obligated to comply with the rules for making such Trips established by ASFINAG, including, in particular, entering toll sections via the appropriate toll collection points.

§ V

Journey

1. The basis for a valid Journey is the confirmation of registration of the ASFINAG Product, which the User received at the email address provided by the User at the time of purchase. It is not necessary to print the confirmation of registration of the ASFINAG Product.
2. To complete the Journey, the User must have the confirmation of registration for the relevant ASFINAG Product before entering a toll section.
3. An internet connection is required to download the ASFINAG Product registration confirmation to the User's device.
4. During the Trip, the User must comply with legal requirements regarding the visibility of license plates; in particular, the User must not have covered or decorated license plates on the vehicle, nor may there be signs, inscriptions, or objects on the front or rear of the vehicle that impair the legibility of these plates, and the User must not affix license plates to the vehicle in locations other than those structurally designated for this purpose.
5. The user must retain the ASFINAG Product registration confirmation until the end of its validity period.

§ VI

Complaints

1. The User has the right to file a complaint, in particular in the event of Autopay malfunction or improper performance of the Agreement. The rules for filing complaints regarding the operation of Autopay are set forth in the Terms and Conditions, and those regarding the Agreement are specified in the ASFINAG Terms and Conditions.

§ VII

Term of the Agreement and Withdrawal from the Agreement

1. The Agreement is concluded via Autopay for a term of:
 - a. a fixed term necessary for its performance—if it concerns ASFINAG Products other than digital Flex section-based tolls, or
 - b. indefinite – if it concerns an ASFINAG Product in the form of a Flex digital toll.
2. The rules for terminating the Agreement referred to in Section 1(b) are set forth in the ASFINAG Terms and Conditions, which constitute Appendix 1 to this Agreement.
3. A User who has the status of a consumer within the meaning of the ASFINAG Terms and Conditions has the right to withdraw from the Agreement. The rules for withdrawing from the Agreement, the manner of exercising this right, and the effects of the consumer's exercise of the right to withdraw from the Agreement are set forth in the relevant sections of the ASFINAG Terms and Conditions, constituting Appendix 1 to the Annex.

§ VIII

Final Provisions

1. The governing law for the Agreement is the law specified in Section 15, Paragraph 15.1 of Appendix 1 to the Annex – ASFINAG Regulations.
2. Annex 1 to this Annex – the ASFINAG Regulations – constitutes an integral part thereof.

Appendix 1 to Appendix 8 to the Regulations – ASFINAG Regulations**GENERAL TERMS AND CONDITIONS OF USE ("GTCU")
regarding the purchase of electronic vignettes and electronic section tolls**

As of: June 21, 2023

1. General Information

- 1.1. When purchasing electronic vignettes and electronic section tolls, a purchase agreement is concluded between ASFINAG and the customer. ASFINAG is a stock corporation established under the ASFINAG Act, whose shares are wholly owned by the Republic of Austria: Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft; Branch: Schnirchgasse 17, 1030 Vienna, Austria; Contact: Tel. +43 (0) 50 108-10000, fax +43 (0) 50 108-10020, email office@asfinag.at; commercial register number and court of registration: FN 92191 a, Vienna Commercial Court; UID number ATU 43143200; the company's business activities: financing, planning, construction, and maintenance of federal highways, including the necessary and appropriate infrastructure for this purpose; collecting tolls from users of these highways based on time and distance traveled; and servicing the obligations incurred by Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft with the consent of the Federal Minister of Finance, provided that such obligations were incurred for the purpose of designing, constructing, and maintaining federal highways, utilizing and administering areas not directly used for traffic operations, as well as land and buildings transferred to the ownership of Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft pursuant to the Federal Act on the Transfer of Ownership and Transfer of Federal Roads (Section 5 of the Federal Act on the Transfer of Federal Roads), as well as the implementation of parts of operational programs within the system for digital traffic control devices; Applicable commercial or professional regulations: ASFINAG Act, ASFINAG Powers Act of 1997, Federal Road Toll Act, including special provisions on road financing (Arlberg – Expressway Financing Act, Federal Act on the Financing of the Innsbruck-Brenner Motorway, Karawanken Motorway Financing Act, Pyhrn Motorway Financing Act, and Tauern Motorway Financing Act), the Vignette Price Regulation, and toll regulations.
- 1.2. Under a concession agreement concluded pursuant to the ASFINAG Authorization Act of 1997, the right to operate all motorways and expressways in Austria was transferred to ASFINAG. ASFINAG is thus entitled to collect tolls from all users; in addition to the legal basis, this is also justified by the applicable toll regulations, which form an integral part of these General Terms and Conditions. The Federal Toll Act (Bundesstraßen-Mautgesetz, BStMG) regulates the payment of time- or distance-based tolls for two-wheeled motor vehicles and multi-wheeled motor vehicles with a maximum permissible gross weight not exceeding 3.5 tons. The purchase of an electronic vignette or an electronic section-based toll is possible by registering the license plate number in the toll collection system.
- 1.3. The purchase of an electronic vignette or an electronic section fee is a legal obligation. The purchase is made exclusively on the basis of these General Terms and Conditions, the documents incorporated by reference, and statutory provisions. Other terms and conditions—in particular terms of purchase or similar customer terms—are excluded.

2. Electronic vignette or electronic section fee

- 2.1. In accordance with toll regulations, the start date of the 10-day vignette may be freely selected within the current year and—if already available—the following year of validity (from December 1 to November 30 of the following year) in accordance with the applicable toll rates. If the start of the contract is selected within the 14-day withdrawal period, the purchaser must confirm the commencement of the contract before the expiration of the withdrawal period.
- 2.2. The electronic single-trip toll is available as a single trip. In the case of a single trip, the purchaser must confirm immediate validity.

3. Purchase of an electronic vignette by consumers

- 3.1. A consumer is a person who purchases electronic vignettes, and this purchase is not part of their business activities, or the person does not identify themselves as a business operator during the purchase process (see point 5). An entrepreneur is any permanent organization established for the purpose of independent economic activity, even if it is not profit-oriented; legal entities under public law are always considered entrepreneurs. The purchase of an electronic vignette by a natural person prior to commencing business operations, but for the purpose of creating the conditions for conducting such operations, does not yet constitute the aforementioned business activity.
- 3.2. Upon completion of the purchase process, the purchaser will immediately receive a confirmation of the purchase declaration or an order confirmation for the purchased electronic vignette(s) at the email address provided. The email to the purchaser also includes the applicable General Terms and Conditions, including a model withdrawal form for consumers (see also Section 4) and an invoice.

4. The consumer's right to withdraw from the purchase of an electronic vignette

- 4.1. In accordance with toll regulations, consumers have the right to withdraw from the purchase of an electronic vignette via a distance transaction within fourteen days, without giving a reason. The withdrawal period begins on the date of purchase.
- 4.2. To exercise the right of withdrawal, the consumer must inform ASFINAG of their decision to withdraw from the purchase by means of an unambiguous statement (e.g., an email to kontakt@autopay.pl, a letter sent by mail, or a fax). The notice of withdrawal may be submitted informally. Consumers may use the model withdrawal form provided at the end of the General Terms and Conditions for this purpose, but this is not mandatory. The withdrawal period is deemed to have been observed if the notice of withdrawal is sent before its expiration. Please provide the product IDs of the items subject to withdrawal, which will enable quick and efficient processing of the relevant withdrawal notices.
- 4.3. To ensure the fastest and most effective processing of withdrawal notices, the Company requests that withdrawal notices be sent, whenever possible, electronically to kontakt@autopay.pl, including the information specified in the withdrawal form template provided at the end of these GTC.
- 4.4. In the event of timely withdrawal from the contract, all payments made by the consumer, reduced by the amount that, compared to the total price agreed in the contract, corresponds proportionally to the services provided by the merchant up to the time of withdrawal, will be refunded immediately, and no later than 14 days from receipt of the notice of withdrawal, with the refund being made using the same payment method the consumer used to make the payment.

5. Purchase of an electronic vignette by businesses

- 5.1. See the general information regarding the purchase of an electronic vignette in section 2.
- 5.2. Businesses confirm their business status during the ordering process. In this way, the business confirms that it is purchasing the electronic vignette(s) in its capacity as a business. Businesses are not entitled to withdraw from the contract in accordance with Section 4.

6. Purchase of an electronic section-based toll by consumers

- 6.1. See the general information regarding the remote purchase of an electronic vignette in section 2.
- 6.2. The definition of a consumer, including with regard to the electronic vignette, is provided in Section 3.1.
- 6.3. The provisions set forth in Section 3 apply mutatis mutandis to the purchase of electronic single-trip tickets by consumers, with the following specific regulations regarding electronic single-trip tickets:
 - When purchasing a single trip, the consumer, by checking the appropriate checkbox, expressly declares their wish for the trip to begin immediately, specifically before the expiration of the withdrawal period (see Section 7). In this way, the consumer can immediately begin the single trip and thus make full use of it. Once the single trip has begun / the toll collection point has been passed, the right to withdraw from the contract no longer applies.

7. The consumer's right to withdraw from the purchase of an electronic section toll

- 7.1. The consumer has the right to withdraw from the purchase of an electronic section toll within 14 days without giving a reason. The withdrawal period begins on the date of purchase.
- 7.2. **The right of withdrawal does not apply** in accordance with Section 6.3 in the case of **single trips** that have been fully utilized by the consumer within the period provided for withdrawal from the contract.
- 7.3. In all other cases, the right to withdraw from the purchase of an electronic section fee is subject to the provisions of Section 4.

8. Purchase of an electronic section fee by businesses

- 8.1. See the general information regarding the purchase of an electronic section fee in Section 2.
- 8.2. Businesses confirm their business status during the ordering process. In this way, the business confirms that it is purchasing the electronic toll vignette in its capacity as a business. However, the business does not have the right to withdraw from the contract in accordance with Section 7.
- 8.3. In all other cases, the provisions regarding consumers set forth in Section 6 apply mutatis mutandis to business customers.

9. FLEX Electronic Toll

9.1. Conditions for using the Flex option

Registration is required to use the Flex option offered by the Company. Registration may only be performed by the holder of the vehicle registration certificate (hereinafter referred to as the "customer") associated with the vehicle registration number (or multiple vehicle registration numbers) to be registered. Once the vehicle is registered, the registration number provided by the customer is activated in the Flex system.

9.2. Prices and Late Payments

The section fee is due in accordance with the tariff in effect at the time of using the section subject to the section fee. Payment is made automatically using the payment method currently saved in the customer's account.

The customer agrees to pay the fee in accordance with the applicable tariff for the given section. All tariffs for individual toll sections can be found at <https://www.asfinag.at/> . Only the single-trip toll rates in effect at the time of using the toll sections apply. These are final prices that include the applicable statutory VAT.

Charges are applied and an invoice is issued immediately after traveling through a toll section.

The customer is obligated to ensure that their payment method is valid and that there are sufficient funds in their account.

In the event of a failed or declined charge, the customer will be immediately blocked in the Flex system, and their license plate number(s) will be removed from the toll payment records.

The customer expressly agrees that notification via email is the sole form of notification from the Company. The customer agrees to check their email account regularly.

9.3. Liability

The customer is responsible for the accuracy of the data provided, in particular for the accuracy of the vehicle registration number (or multiple vehicle registration numbers) provided. The customer is liable for any incorrect information.

Customers who authorize other persons to make paid trips on their billing account, for example by making their own car available, are responsible for all obligations arising therefrom and release the Company from liability for claims and damages.

The customer is liable, regardless of fault, for any liabilities or inconveniences arising from the use of their customer account by a third party.

9.4. Consumer's Right to Cancel the Purchase of the Flex Electronic Installment Plan

Consumers have the right to withdraw from a Flex contract concluded at a distance within fourteen days without giving a reason. The withdrawal period begins on the date the contract is concluded.

During registration in the Flex system, the customer requests that the "licensee" ensure immediate use of the single-trip purchases from the Flex option, while confirming, within the meaning of § 10, § 18(1)(1) of the Federal Act on Distance and Off-Premises Contracts (FAGG), that they are not entitled to withdraw from the contract if the single ride is requested and used (including the start of the single ride) within the Flex service.

To exercise the right to withdraw from a Flex contract concluded at a distance, the customer may terminate the Flex contract at any time, or the consumer may inform the Company of their decision to withdraw from the purchase by means of an unambiguous statement (e.g., email to kontakt@autopay.pl, letter sent by mail, fax). The notice of withdrawal may be submitted informally. Consumers may use the model withdrawal form provided at the end of the General Terms and Conditions for this purpose, though this is not mandatory. The withdrawal deadline is met if the notice of withdrawal is sent before its expiration. Please provide the product IDs of the items subject to withdrawal, which will enable quick and efficient processing of the relevant withdrawal notices.

10. Public Register of Vignette Purchase Fees

- 10.1. The register of vignette purchase fees is a public record where anyone can check whether an electronic vignette / electronic section fee with a specific validity period was purchased for a given vehicle (registration number) has been issued an electronic vignette / electronic section fee with a specific validity period and whether the vehicle is therefore authorized to travel on federal roads (highways and expressways). This verification option corresponds to the visual check of the vehicle's right to use federal roads in the case of a sticker vignette. It also serves the interests of federal road users: without it, drivers would not be able to reliably assess whether they are permitted to drive their vehicle on federal roads.
- 10.2. Anyone can therefore enter the license plate number into the vignette purchase register maintained by ASFINAG (<https://evidenz.asfinag.at/>) and check online for free whether a given vehicle has an electronic vignette or an electronic section fee and for how long they are valid.

11. Warranty and Compensation for Purchase

- 11.1. For consumers, the general statutory warranty provisions set forth in §§ 922 to 932a of the Austrian General Civil Code ("ABGB") apply.
- 11.2. For business customers, the obligation to inspect and the obligation to report defects pursuant to § 377 of the Austrian Commercial Code ("UGB") also apply.
- 11.3. Liability for damages caused by slight negligence is excluded for both consumers and businesses; however, this exclusion of liability does not apply to personal injury, mandatory provisions of civil liability law, and, in the case of consumers, also to breaches of material contractual obligations. With regard to business customers, liability in cases of gross negligence is furthermore limited to actual damages, although the aforementioned exceptions to the exclusion of liability also apply in this case.

12. Prohibition on the resale of electronic toll products

- 12.1. The commercial resale of an electronic vignette and/or an electronic toll segment without the express consent of ASFINAG is prohibited.

13. Information on data processing

See separate information regarding the processing of personal data in ASFINAG's toll collection systems. (<https://www.asfinag.at/privacy/>).

14. Information on complaints and dispute resolution for consumers

- 14.1. The EU online dispute resolution platform for consumer contracts concluded online can be found at <http://ec.europa.eu/consumers/odr/>.
- 14.2. The Austrian Arbitration Court for Consumer Transactions can be found at <http://www.verbraucherschlichtung.or.at/>.
- 14.3. Neither the Company nor ASFINAG are obligated to participate in any of these alternative dispute resolution procedures.
- 14.4. Requests, suggestions, and complaints should be directed to: kontakt@autopay.pl.

15. Choice of applicable law for consumers and businesses and venue for businesses

- 15.1. Austrian law applies exclusively, excluding conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods. The choice of law does not limit the purchaser of an electronic vignette and/or electronic section fee who is a consumer in the mandatory rights applicable in their home country.
- 15.2. If the purchaser of an electronic vignette and/or electronic section fee is not a consumer, the exclusive court of jurisdiction for resolving any claims and disputes arising from this legal relationship and on the basis thereof, as well as in connection with its resolution, shall be the court with subject-matter jurisdiction for the First District in Vienna, Austria.

16. Severability clause with respect to business customers

- 16.1. The following clause applies to business entities, but not to consumers: The invalidity or unenforceability of individual provisions of these Terms of Use shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision that most closely approximates the economic meaning and purpose of the invalid or unenforceable provision. The same applies to any gaps.

**Appendix to the ASFINAG Terms and Conditions:
Model withdrawal form for consumers**

If you are a consumer and wish to cancel the purchase of an electronic vignette or electronic section toll, please fill out this form and return it—**preferably, but not required**—by email to:

To
Autopay Mobility Sp. z o.o.
ul. Powstańców Warszawy 6, 81-718 Sopot, Poland

Email: "kontakt@autopay.pl"

I/We (*) hereby cancel (*) the purchase of the electronic vignette / electronic section fee (*) ordered by me/us (*) on:

Vehicle registration number and country of registration: _____

Product ID: _____

Name of consumer(s): _____

Consumer(s)' address: _____

Signature of the consumer(s) (only for paper notifications):

Date: _____ .

() Delete as appropriate.*

RULES GOVERNING PAYMENT FOR PARKING IN PAID PARKING ZONES AND PRIVATE PARKING LOTS VIA AUTOPAY

§ 1

General Provisions. Definitions

1. This appendix to the Terms and Conditions ("Appendix") sets forth detailed rules regarding payments by Privileged Users for parking in paid parking zones as defined in Article 13b(2)-(2a) of the Act of March 21, 1985 on public roads, as well as in private parking lots.
2. Capitalized terms used in the Appendix have the meanings set forth below:
 - a. **Ticket** – an electronic confirmation of payment by a Privileged User of the Parking Fee via the App;
 - b. **moBiLET** – the company operating under the name MOBILE-TRAFFIC-DATA sp. z o.o. with its registered office in Poznań (registered office address: ul. Drużbickiego 11, 61-693 Poznań), entered in the Register of Entrepreneurs of the National Court Register by the District Court for Poznań-Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number: 0000314214, with Tax Identification Number (NIP): 9721188889, REGON: 300955095, with share capital of PLN 50,000.00;
 - c. **Fee** – a fee for Parking, determined in accordance with the terms and conditions set forth in this Appendix;
 - d. **Agreement** – an agreement regarding the payment of the Parking Fee, concluded between the Privileged User and moBiLET, on behalf of and for the benefit of which the Service Provider acts, pursuant to the moBiLET Terms and Conditions, which define the rights and obligations of the parties to the Agreement, i.e., the Privileged User and moBiLET;
 - e. **Parking Service** – a service provided by the Service Provider to the Privileged User, as defined in this Appendix, consisting of the ability to pay Parking Fees and receive Tickets for a given Vehicle via the App;
 - f. **Parking** – parking of a Vehicle in a paid parking zone or private parking lot, available for selection via Autopay, which can be validated by paying the Fee;
 - g. **moBiLET Terms and Conditions** – the terms and conditions of the moBiLET System available in the App and on the Website, , accepted by the Privileged User upon purchasing the first Ticket (the first payment of the Parking Fee) – via the App;
 - h. **moBiLET System** – an IT system operated by moBiLET, whose operating principles and terms of use by users are set forth in the moBiLET Terms of Service available in the App;
 - i. **Appendix** – this appendix to the Terms and Conditions available at <https://mobility.autopay.pl/dokumenty>.
3. Other terms used in the Appendix that are not defined in paragraph 2 above, when capitalized, have the meanings specified in the Autopay Terms and Conditions.

§ 3

Parking Service Agreement. Use of Parking Spaces

1. Use of the Parking Service is possible only within the scope of and in connection with the use of Autopay.
2. The ability to use the Parking Service is one of the Autopay features available under the terms and conditions set forth in the Appendix.
3. A Privileged User pays the Parking Fee by purchasing a Ticket, exclusively through the App, using the selected Payment Method assigned to the Vehicle.
4. The purchase of Tickets by a Privileged User requires registration of an account in the moBiLET System. The Privileged User registers in the moBiLET System at the time of purchasing the first Ticket via the App (i.e., paying the Parking Fee for the first time). To this end, when purchasing the first Ticket (paying the Parking Fee) via the App, the Privileged User is required to read and accept the moBiLET Terms of Service available in the App.
5. The Agreement is concluded upon the Privileged User's successful payment of the Parking Fee.
6. The Privileged User will be notified of changes to the moBiLET Terms and Conditions via email at least 14 days prior to the effective date of the amended moBiLET Terms and Conditions. In such a case, the Privileged User is entitled to the rights specified in the moBiLET Terms and Conditions, subject to paragraph 7 below.
7. The ability to purchase Tickets (pay Parking Fees) via the App is contingent upon the Privileged User having an active account in the moBiLET System at all times. The Service Provider is not liable for the inability to purchase a Ticket (paying Parking Fees) via the App if, in the cases specified in the moBiLET Terms and Conditions, the Privileged User's account registered in the moBiLET System has been blocked by moBiLET or the agreement to maintain such an account has been terminated, either at the Privileged User's request or at moBiLET's request.
8. Within the App, a Privileged User may purchase and activate the following types of Tickets (pay Parking Fees):
 - a. **start/stop** , under which the Privileged User independently selects the time to end the Parking session by choosing the appropriate option visible in the App (e.g., the "End" button). If the Privileged User does not end the Parking session in the manner described above, the regulations (rules) applicable to the relevant paid parking zone shall apply; If the Privileged User has an active Card payment method, by activating the start/stop Ticket type, they consent to the Card account being blocked for the maximum Parking fee amount displayed in the App until the Parking session ends; Upon the end of the Parking Session, the Service Provider will charge the Card account with the final amount due for the purchase of the Ticket.
9. To purchase a Ticket (pay the Parking Fee), the Privileged User enters the city, paid parking zone, and all other necessary data specified in Autopay (including private parking in the case of parking in a private lot) in the App. The Service Provider is not responsible for the accuracy of the data entered by the Privileged User or the selection of the correct Vehicle.
10. The Ticket is activated upon successful processing of the Parking Fee payment. The Service Provider will notify the Privileged User of the successful purchase and activation of the Ticket via an appropriate message visible in Autopay (e.g., via a "PUSH" notification).
11. The Privileged User should purchase and activate the Ticket immediately after parking the Vehicle in a paid parking zone, in accordance with the rules (regulations) applicable in that paid parking zone. Initiating the Ticket purchase and activation procedure

during a Vehicle inspection by an authorized inspector is not permitted. Complaints regarding actions taken by an authorized inspector and additional fees charged to the Privileged User due to the absence of a Ticket (failure to pay the Fee) must be submitted to the entity responsible for the relevant paid parking zone.

12. When using a Ticket, the Privileged User is required each time to properly display the Ticket in the Vehicle, in accordance with the requirements specified in the moBiLET Terms and Conditions.
13. Information regarding validated Tickets, including in particular the Vehicle's registration number, the Parking date, and the Parking Fee amount, will be available for download by the Privileged User on the Website and in the App.
14. The Privileged User is obligated to comply with the regulations governing paid parking zones (e.g., the paid parking zone regulations established by a resolution of the competent local government authority that owns such a paid parking zone) and shall be liable to the owner or manager of the paid parking zone in the event of a violation of such regulations (including in the event of additional fees being charged).

§ 4

Settlements

1. In the event of purchasing a Ticket (paying the Parking Fee) via the App, the Privileged User is required to pay the Parking Fee each time.
2. The Parking Fee in a paid parking zone is determined based on the applicable resolution of the competent local government authority, issued pursuant to the Act of March 21, 1985, on Public Roads. The amount of the Fee depends on the paid parking zone used by the Privileged User, as well as the specific days and hours of parking.
3. The Parking Fee in a paid parking zone constitutes a public levy that is not subject to the provisions of the Act of March 11, 2004, on the Tax on Goods and Services; therefore, neither the Service Provider nor moBiLET issues VAT invoices for purchased Tickets (paid Parking Fees) and completed Parking Sessions.
4. In addition to Parking Fees, a Privileged User is required to pay the Service Provider the Parking Service is obligated to pay the Service Provider a Fee (Service Charge) in the amount specified in Appendix 10 to the Terms and Conditions – Price List. The amount of the Fee will be visible in the App before the Parking Fee is paid.
5. When using the Parking Service, the Privileged User consents to the provision of the Service prior to the expiration of the deadline for withdrawing from the Agreement for the Service referred to in § X(6) of the Terms and Conditions and acknowledges that the Privileged User loses the right to withdraw from the Service Agreement upon full performance of the Service by the Service Provider.

§ 5

Final Provisions

1. Subject to paragraph 2 below, the Appendix applies accordingly in the case of Parking in private parking lots (i.e., other than paid parking zones within the meaning of Article 13b, paragraphs 2-2a of the Act of March 21, 1985 on Public Roads), provided that such an option is currently available as part of the Parking Service (The Service Provider does not guarantee the availability of private parking lots as part of the Parking Service).
2. Fees for parking in private parking lots are determined by the owners or managers of such parking lots.

3. Through the App, the Service Provider may send "PUSH" notifications to Privileged Users or Drivers. If the Privileged User does not accept receiving "PUSH" notifications in the app settings/device settings, the Service Provider will not be able to send such notifications. Acceptance of "PUSH" notifications is voluntary but necessary for the proper functioning of the App.
4. In matters not covered by this Appendix, regarding:
 - a. the rules governing the operation of Autopay, the conclusion, validity, and termination of the Framework Agreement—the provisions of the Terms of Service shall apply mutatis mutandis;
 - b. the rules governing the operation of the moBiLET System, as well as the conclusion, validity, and termination of the Agreement—the provisions of the moBiLET Terms and Conditions shall apply mutatis mutandis.
5. A Privileged User has the right to file a complaint, in particular in the event of malfunctioning of Autopay or improper performance of the Parking Service Agreement, in accordance with the rules set forth in the Autopay Terms and Conditions. In the case of complaints regarding the operation of the moBiLET System and improper performance of the Agreement, the rules for filing complaints are set forth in the moBiLET Terms and Conditions. To the extent specified in the Appendix, the Privileged User shall file complaints with third parties responsible for a given paid parking zone or private parking lot.

Appendix No. 10 to the Terms and Conditions
Autopay Price List

Account Access/Service:	Subscription/Fee:
Access to Individual Account:	Free.
Access to a Business Account:	Information about the current Subscription is available on the Website and at: Price list Autopay Mobility .
Selected Services for Business Accounts	The list of Services and information about the current Fee rate in accordance with § VIII, section 16 of the Terms of Service are available on the Website and at: Price list Autopay Mobility .
Selected Services for Individual Accounts	Information on the current Remuneration rate in accordance with § VIII(15) of the Terms and Conditions is available in the App and on the website: Price list Autopay Mobility .