

AUTOPAY TERMS AND CONDITIONS

§ I

General provisions

1. These terms and conditions of Autopay ("**Terms and Conditions**") set out the rules for the provision and use of Autopay, including the use of the Services available on Autopay.
2. Autopay is made available to the User by Autopay Mobility Sp. z o.o. with its seat in Sopot, Powstańców Warszawy 6, 81-718 Sopot, Poland, entered in the Register of Entrepreneurs of the National Court Register under KRS: 0000794787, whose registration files are located in the District Court Gdańsk-Północ in Gdańsk, VIII Economic Division of the National Court Register, having NIP: 5272898696, REGON: 383879060, with share capital of PLN 19,296,050.00, having as of 05.07.2024 the status of a large entrepreneur within the meaning of Act of 8 March 2013 on the prevention of excessive delays in commercial transactions ("**Company**" or "**Service Provider**").
3. The Regulations constitute the basis for the provision of electronic services by the Company to the User, in accordance with the requirements of the Act on Provision of Electronic Services, and a model contract within the meaning of the Civil Code.
4. The Terms and Conditions are made available to the User on Autopay free of charge. The content of the Terms and Conditions may be obtained, reproduced and recorded by the User free of charge at any time, in an electronic version.
5. In order to use Autopay, the User is obliged to read the Terms and Conditions, accept their contents at the time of registration with Autopay and comply with their provisions during the term of the Framework Agreement.

§ II

Definitions

Capitalised terms used in the Regulations shall have the following definitions:

- a. Subscription - the remuneration due to the Service Provider from the Business User for granting access to the Business Account and its functionalities, due for each Subscription Period started, determined in the manner indicated in the Terms and Conditions, in particular in accordance with in accordance with Appendix 9 to the Terms and Conditions "Autopay Price List". The Subscription does not apply to Accounts established through Electronic Banking.
- b. **Application** or **Mobile Application** - Autopay available in the form of a mobile application called "Autopay", designed to be installed on a mobile device that meets the requirements set out in the Terms and Conditions. For more information about the Application, please visit the Website or in the Market.
- c. **ASFINAG** - a public limited company incorporated under the ASFINAG Act, the shares of which 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, e-mail office@asfinag.at; Trade Register and Registration Court No.: FN 92191 a, Commercial Court Vienna; EU VAT No. ATU 43143200, which holds the right to collect tolls in 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 Service or through Electronic Banking.

- e. **Autopay Fleet** - services offered by the Service Provider to Business Users who have a Fleet Account, on the basis of a separate agreement, the rules for the provision of which are set out in the Autopay Fleet Regulations.
- f. **Electronic Banking** - a service offered by the bank whose services are used by the User and provided on the basis of the User's agreement with the bank, consisting of the provision of a mobile application by the bank, enabling the User to access his/her bank account via mobile electronic devices and to use Autopay, following the conclusion of the Framework Agreement via Electronic Banking. The list of banks offering the Electronic Banking service is indicated at: <https://autopay.pl/pomoc>.
- g. **Autopay Price List** - the price list available in Appendix 9 to the Terms and Conditions "Autopay Price List", which includes the Subscription for access to the Company Account and its functionalities, as well as the Remuneration.
- h. **Autopay Flota Price List** - the price list of Autopay Flota services available on the Website, intended for Business Users with a Fleet Account who use Autopay Flota on the basis of a separate agreement concluded with the Service Provider.
- i. **Payment Provider** - the payment service provider cooperating with the Service Provider and functionally linked to the Services - Autopay S.A. (formerly Blue Media S.A.) with registered office in Sopot, entered as a domestic payment institution in the Register of Payment Service Providers and Electronic Money Issuers kept by the Financial Supervision Commission under number IP17/2013.
- j. **Civil Code** - Act of 23 April 1964 Civil Code.
- k. **Consumer** - a User who is a natural person who uses Autopay or the Services for a purpose not directly related to his/her commercial or professional activity.
- l. **Account** - the User's individual account maintained in the Company's ICT system and available on Autopay after registration, which is a collection of resources where the User's data and information about his/her activities on Autopay are stored. The User has access to the Account via the e-mail address provided during registration and the password assigned by the User.
- m. **Individual Account** - An account maintained for a privileged User.
- n. **Company Account** - An account maintained for a business User. The Business Account is not aimed at privileged Users.
- o. **Fleet Account** - 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, he/she should choose a Company Account. The Fleet Account is not aimed at Privileged Users
- p. **Market** - the website indicated in the Terms and Conditions from which it is possible to download the Mobile Application
- q. **Payment Method** - the current, active and accepted payment method on Autopay, including for the particular Service which the User intends to use, the payment method added by the User in Autopay.
- r. **Subscription Period** - the monthly, annual or other period of access to the Company Account or Fleet Account selected by the Business User and provided by the Service Provider, calculated in accordance with the principles set out in Article 112 of the Civil Code. The Subscription Period does not apply to Accounts established through Electronic Banking.
- s. **Fee** - the fee payable by the User as payment for Services or products purchased via Autopay, paid by the User using the Payment Method, the amount of which, or the manner in which it is determined, is set out in these Terms and Conditions. The Fee, depending on the type of Service, may include the Company's remuneration under the Service Agreement. Detailed information in this respect is contained in the Regulations, in particular § VIII paragraphs 16 - 17 of the Regulations
- t. **Vehicle** - a motor vehicle, registered in the territory of one of the countries served by Autopay; up-to-date lists of Vehicle registration countries served by Autopay for individual Services are

available at: <https://autopay.pl/pomoc> and may be different for individual Services or highways.

- u. **ASFINAG Product(s)** - a product available in the Application, the effective purchase of which by the User from ASFINAG enables the payment of toll on the territory of the Republic of Austria to ASFINAG; in particular the digital vignettes indicated in the ASFINAG Terms and Conditions and digital section tolls as well as digital Flex section tolls, as indicated in the ASFINAG Terms and Conditions.
- v. **Privileged Entrepreneur** - a User who is a natural person and who uses using Autopay or the Services for the purpose directly related to his/her business activity, when the use of Autopay or the Services is not of a professional nature for such a person, arising in particular from the subject of the User's business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.
- w. **Rules of Procedure** - these Rules of Procedure.
- x. **Autopay Fleet Terms and Conditions** - the Autopay Fleet service terms and conditions 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 period of time (in the case of an Individual Account or an Account established via Electronic Banking) or for the duration of a selected Subscription Period (in the case of a Company Account or a Fleet Account), constituting a framework agreement, within the framework of which the Service Provider provides the User with the service of making Autopay available, maintaining the Account, and furthermore enables the User to conclude all or selected Service Agreements and use all or selected Autopay functions. The content of the Framework Agreement is determined by the provisions of the Terms and Conditions.
- aa. **Service Agreement** - an agreement concluded on the basis of the Framework Agreement between the Service Provider and the User for a fixed period of time, necessary for the performance of a particular Service, subject to § XX(3) of the Regulations. The Contract for a Service does not constitute a contract for the purchase of an ASFINAG Product, which is concluded between the User and ASFINAG, under the terms and conditions set out in Appendix 8 to the Regulations.
- bb. **Service(s)** - services provided electronically via Autopay to all or selected Users on a case-by-case basis on the basis of a separate Service Agreement, under the terms and conditions set out in the Terms and Conditions, including services other than providing access to Autopay or maintaining an Account, for a Fee
- cc. **Service Provider or Company** - Autopay Mobility Sp. z o.o. with its registered office in Sopot, 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, VIII Economic Division of the National Court Register under KRS no.: 0000794787, holding NIP: 5272898696, REGON: 383879060, with share capital of 19.296,050.00 PLN, having, as of 05.07.2024, the status of a large entrepreneur within the meaning of Act of 8 March 2013 on counteracting excessive delays in commercial transactions, being a supplier of Autopay.
- dd. **Consumer Rights Act** - Act of 30 May 2014 on consumer rights.
- ee. **Act on provision of services by electronic means** - Act of 18 July 2002. On provision of services by electronic means.
- ff. **User** - a natural person, a legal person or an organisational unit without legal personality, having full capacity to perform legal acts, who uses with Autopay on the basis of the Framework Agreement, on the terms and conditions described in the Terms and Conditions.
- gg. **Business User** - a User who uses or takes action to use Autopay for purposes directly related to his/her business or professional activity, i.e. who is not a Privileged User. A Business User is considered to be a User for whom a Business Account or a Fleet Account is maintained, which are exclusively for Business Users.

hh. **Privileged User** - Consumer or Privileged Entrepreneur.

- ii. Remuneration - remuneration in the amount determined in accordance with Appendix 9 to the Regulations "Autopay Price List", due to the Service Provider under the Service Agreement. In the case of Accounts established through Electronic Banking, the rules for debiting the Remuneration may vary depending on the bank offering the service

§ III

General information

1. The use of Autopay is possible via the following access channels: within the Service (applicable to Company Account and Fleet Account), the Mobile Application (applicable to Individual Account) or via e-Banking (applicable to selected Account types).
2. The User's reading and acceptance of the Terms and Conditions, as well as the creation of an Account by the User, are voluntary but necessary for the use of Autopay and the conclusion of the Framework Agreement. The use of the Services available on Autopay and the conclusion of Service Agreements may require the fulfilment of additional requirements, including, for example, the activation of the Account, each time the User logs into the Account, the User adds a specific Payment Method in Autopay or registers a Vehicle, the User pays a Fee (including Remuneration) or a Subscription, and detailed information in this respect is contained in the Terms and Conditions. Use of Autopay Fleet (applicable to a Fleet Account) requires acceptance of separate Autopay Fleet Terms and Conditions by the Business User.
3. The downloading of the Application and the creation of an Individual Account, as well as the creation of a Fleet Account, subject to paragraph 6 below, is free of charge
4. The establishment of a Business Account, as well as the use of the Business Account, the conclusion and execution of the Framework Agreement for the Business Account, may be subject to additional fees under the terms and conditions indicated in the Terms and Conditions.
5. The use of the Services available on Autopay, under each of the access channels indicated in paragraph 1, each time under the Service Agreement, may be subject to additional charges under the rules indicated in the Terms and Conditions.
6. The use of a Fleet Account (in particular the provision of Services via Autopay to a Business User with a Fleet Account) requires the Business User with this type of Account to conclude a separate agreement for Autopay Fleet services, on the terms and conditions set out in the Autopay Fleet Regulations (i.e. without the use of Autopay Fleet, a Business User with a Fleet Account will not be able to use the Services). The rules for the payment of remuneration for the use of Autopay Flota are set out in the Autopay Flota Rules and the Autopay Flota Price List.
7. The use by the User of data or voice connection services in connection with the in connection with downloading the Application or using Autopay may involve fees charged by the telecommunications operator or Internet service provider used by the User. The rates of such charges are specified in the agreement concluded by the User with the telecommunications operator or Internet service provider used by the User. The costs of data transmission or voice connections referred to in the preceding sentences shall be covered by the Users themselves. The Company does not charge fees or commissions for the User's use of means of remote communication in connection with the use of Autopay.
8. The User shall be liable for the acts or omissions of persons whom he has enabled to use Autopay as for your own acts or omissions.

§ IV

Autopay functions

1. Autopay enables the User to set up and use an Account and furthermore to use of all or selected Autopay functions, which include in particular the possibility of:

- a. the acquisition of to Passage through or to Toll Areas, as defined in Appendix 3 to the Rules - Rules for the acquisition of entitlement to Passage through or to Toll Areas (videotolling system);
 - b. purchase Tickets entitling to use car washes, as defined in Appendix 4 to the Regulations - Rules for the purchase of Tickets entitling to use car washes;
 - c. make payment for toll road sections under the e-Toll system within the meaning of Appendix 5 to the Regulations - e-Toll Regulations. Payments for toll sections of motorways under the e-Toll system;
 - d. the processing of automatic payments at Partner Stations within the meaning of Appendix 6 to these Terms and Conditions - Rules for processing automatic payments at Partner Stations;
 - e. use of the Service for the purpose of obtaining an E-Vignette within the meaning of Appendix 7 to the Terms and Conditions - E-Vignette Rules. Rules for the provision of the Service in the form of intermediation in the acquisition of an E-Vignette;
 - f. the acquisition of an ASFINAG Product within the meaning of Appendix 8 to the Terms and Conditions - Rules for the Acquisition of ASFINAG Products.
2. Detailed information on the Autopay function can be obtained at: <https://pomoc.autopay.pl/>.
 3. The scope of Autopay features that the User may use may depend on: the type of Account the User uses, the use of Autopay Fleet (applicable to Fleet Accounts), the Autopay access channel 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 for specific Users. Detailed information about the features available to the User can be found on Autopay, in the Account or at <https://autopay.pl/pomoc/>.
 4. On the basis of the Framework Agreement, the Service Provider shall provide the User with services consisting of making Autopay available and maintaining the Account, as well as enabling the User to use (on the basis of separate Service Agreements and, in the case of a Fleet Account, on the basis of a separate Autopay Fleet Services Agreement) all or selected Autopay functions.
 5. The Service Provider, as part of the service of maintaining an Account in particular
 - a. aggregates the history of the User's actions performed via Autopay, in particular, it allows the User to access the history of orders and Service Agreements concluded for Services;
 - b. may provide you with communications and notifications regarding the Services;
 - c. shall be entitled to periodically (depending on the Subscription Period selected) charge the Business User a Subscription for the granted access to the Business Account and its functionalities, under the terms and conditions indicated in the Terms and Conditions, in particular in Appendix 9 to the Terms and Conditions "Autopay Price List", with the exception of Accounts set up via Electronic Banking.
 6. The terms and conditions for charging the Business User remuneration for the use of Autopay Fleet (applicable to the Fleet Account), are set out in the Autopay Fleet Regulations and the in the Autopay Fleet price list.
 7. The Service Provider, in connection with the User's use of Autopay, may inform the User by email about the User's activities within Autopay, including the various stages of the conclusion or execution of the concluded Service Agreements.

§ V

Using Autopay. Technical requirements

1. The use of Autopay, depending on the access channel and method of use of Autopay that the User chooses, requires different technical requirements, which are indicated in detail in the following sections of this paragraph.

2. The user is obliged to use Autopay:

- a. in accordance with the law, principles of social coexistence, good morals and the Rules of Procedure,
- b. in a manner that does not disrupt its operation or infringe on the legitimate interests of the Service Provider.

It is forbidden for the User to enter unlawful content into Autopay, including malicious software or content that the User is not authorised to enter, including content that violates any rights or goods of third parties or is contrary to good morals.

3. The use of Autopay may involve potential risks on the part of the User associated with the use of the Internet. The main risks associated with use of the Internet include:

- a. malware, i.e. applications or scripts that have a harmful, criminal or malicious effect on the user's computer system using the Internet,
- b. spyware, i.e. software that tracks a user's activities and collects information about the user and sends it - usually without the user's knowledge or consent - to the program's author,
- c. spam - unsolicited and unsolicited e-mails sent simultaneously to multiple recipients, often containing advertising content,
- b. hacking into an IT system of an entity using the Internet using hacking tools,
- c. phishing for sensitive personal information (e.g. passwords) by impersonating a trustworthy person or institution.

In order to protect yourself from the dangers of using the Internet, it is particularly advisable to use security measures (e.g. anti-virus software, complex and third-party protected passwords, not opening content of unknown origin).

Mobile application

4. The Application is downloaded under the terms and conditions applicable to the Market from which the User downloads the Application. In turn, the provision of services through the Application is performed on the terms and conditions specified in these Terms.

5. The User must meet the following technical requirements to use the Mobile Application:

- a. to have a mobile electronic device (smartphone or tablet type), operating on the operating system indicated in paragraph 6 below, with an Internet connection, in order to download the Mobile Application or to use the Application,
- b. possession of and access to an active e-mail account and mobile phone number,
- c. having the correct amount of free space on the device on which the Mobile Application is to be installed, as indicated in the Market,
- d. download the Mobile Application from the relevant Market indicated in paragraph 7 below and install it on your device,
- e. launch of the installed Mobile Application,
- f. in the case of the use of Location Services, the geolocation function activated on the device on which the Application is installed (collection of data from GPS transmitters relating to the User's current position) and allowing the Application to access the geolocation.

6. The mobile app is designed for mobile electronic devices running the Android or IOS operating system in the current version supported by the manufacturer, in any case:

- a. Android version not lower than 9.0; or
- b. iOS version no lower than 16.0.

The above requirements for the version of the operating system are minimum requirements for the correct functioning of the Application. To the best of the Service Provider's knowledge,

it is possible to use the Mobile Application also with operating systems of a lower version than those indicated above, but in this case the Service Provider does not guarantee the correct functioning of the Application or the availability of all the Services.

7. The mobile app can only be downloaded via the respective Markets namely:
 - a. Google Play Store for Android,
 - b. Apple App Store for iOS.
8. In order for the Application to function properly, the mobile device on which the Application is installed must not have any modifications installed to its operating system, in particular modifications that break the security of the mobile device manufacturer or the operating system manufacturer (so-called jailbreaking or rooting).
9. The service provider informs that installation:
 - a. updates to the Application provided by the Service Provider from time to time, or
 - b. updates to the operating system of the device on which the Application is installed, provided by the manufacturer of the device or operating system,may be necessary for the proper operation and security of the Application, as well as for access to all Services. The Service Provider recommends installing such updates as soon as they are made available to the User.

Service

10. The User must meet the following technical requirements to use Autopay via the Service:
 - a. possession of an electronic device, such as a desktop or laptop computer, with an up-to-date version of any web browser, ensuring that JavaScript and cookies are properly supported and that documents can be downloaded and saved electronically, and that JavaScript and the necessary cookies are enabled, and an Internet connection, in order to use Autopay
 - b. possession of and access to an active e-mail account and mobile phone number.

Electronic banking

11. The User must meet the following technical requirements to use Autopay via Electronic Banking:
 - a. the technical requirements specified by the bank offering Electronic Banking whose services the User is using, necessary for the use of Electronic Banking,
 - b. connection to the Internet, in order to use Autopay, on the device on which the User uses Electronic Banking,
 - c. possession of and access to an active e-mail account and mobile phone number,
 - d. activation of Autopay in E-Banking, by using the relevant functionality of E-Banking,
 - e. in the case of the use of Location-Based Services, the geolocation function activated on the device on which Electronic Banking is installed (collection of data from GPS transmitters relating to the User's current position) and allowing Electronic Banking to access the geolocation.

§ VI

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

1. In order to use Autopay, it is necessary to register with Autopay and set up an Account, which is done by completing and sending to the Service Provider the registration form available on Autopay.
2. The cumulative conditions for starting to use Autopay, irrespective of the method of using use of Autopay, are at least:
 - a. completing the necessary data in the registration form available respectively on the Website, Application or e-Banking,
 - b. to have read and accepted the Terms and Conditions and to have made any other declarations marked as mandatory,
 - c. submitting a registration form to the Service Provider via the relevant function in the Application, the Website or Electronic Banking, as applicable,which is tantamount to creating an Account, concluding a Framework Agreement and becoming a User.
4. After submitting the registration form
 - a. The User is obliged to select in Autopay the type of Account suitable for him/her from among those available in Autopay, in accordance with the Terms and Conditions and the information available on Autopay, to provide the necessary data indicated in the form available on Autopay, and to verify the telephone number provided by entering the verification code received in the appropriate place on Autopay. If Autopay is used via Electronic Banking, the Service Provider may limit the available Account types;
 - b. The Service Provider will send a message to the email address provided in the registration form containing an activation link necessary to activate the Account. The user should activate the Account by clicking on the activation link;
 - c. In the event that the Business User selects a Business Account, with the exception of Accounts created via e-Banking, the Business User must select a Payment Method from those provided on the Website in order to make payment for the Subscription and to enable him/her to access the Business Account and its functionalities;
 - d. In the case of a Fleet Account, the provision of Services via Autopay to a Business User requires the Business User holding such type of Account to conclude a separate agreement for Autopay Fleet services, on the terms and conditions set out in the and conditions set out in the Autopay Fleet Terms and Conditions and the Autopay Fleet Price List.
5. The User, by providing certain data on Autopay in connection with the use of Autopay, including during registration, declares that this data is true, accurate and not misleading. If the User provides data of third parties, the User declares that he/she has all the consents of these third parties to provide such data. The User is obliged to update his/her data immediately in the event of any change, by using the relevant functions of the Account. The Service Provider does not verify the veracity of the data provided by the User, except for the possibility of verifying the correctness of the e-mail address or telephone number provided during registration or verifying the Payment Methods added by the User, as described in the Terms of Use.
6. Access to the Account is protected by a password assigned by the User during registration. The password should meet the requirements indicated in the registration form.
7. The account is personal and not assignable.
8. The use of some of Autopay's functions (Services) requires the User to log into the Account each time. Logging into the Account takes place through the User's provision of the e-mail address provided during registration with Autopay and the access password.
9. Assumption
 - a. A Company Account or a Fleet Account is created in the Service,
 - b. An individual account is created in the Application or on the Website.

In addition, the establishment of selected types of Account is also available through Electronic Banking.

10. By selecting a Business Account or Fleet Account, the User declares that he/she uses using Autopay or the Services for purposes directly related to your business and the use of Autopay or the Services is of a professional nature for you, resulting in particular from the subject matter of the User's business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity. The Company Account and the Fleet Account are not aimed at 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 period of time (in the case of an individual Account or an Account established via e-Banking) or for the duration of the selected Subscription Period (in the case of a corporate Account or a fleet Account). As part of the Framework Agreement, the Service Provider shall provide the services of making Autopay available and maintaining the Account, and the provision of these services shall commence under the terms and conditions set forth in the Terms and Conditions, immediately after the conclusion of the Framework Agreement and - in the case of a Company Account, with the exception of Accounts created through Electronic Banking - payment of the Subscription. The conclusion of the Framework Agreement shall be free of charge, with the exception of the Framework Agreement for a Business Account concluded outside Electronic Banking, which shall be of a chargeable nature on the basis of the Subscription.
3. The User is entitled, subject to section 8 below, to terminate the Framework Agreement at any time, with immediate effect, without stating a reason - by deleting the Account himself or by sending a declaration of termination of the Framework Agreement to the Service Provider's e-mail address or postal address. In order to send the declaration, referred to in the preceding sentence, use the Service Provider's contact details as indicated in § XVI.2 of the Terms and Conditions.
4. The user can delete the Account:
 - a. by using the relevant Autopay function himself - if he uses Autopay as part of the Mobile Application or the Website, or
 - b. by sending a request to the Service Provider to delete the Account to the e-mail address or correspondence address specified in § XVI.2 of the Terms and Conditions.
5. Insofar as this does not violate mandatory legal provisions - the Service Provider may terminate the Framework Agreement (including all Users - with the aim of completely discontinuing the Autopay Services) with 60 days' notice and the principles set out in this paragraph, for valid reasons that constitute:
 - a. the planned discontinuation of the Services or the provision of Autopay, or
 - b. zmianę profilu działalności Usługodawcy lub
 - c. the decision to terminate the Service Provider's business, including the opening of the Service Provider's liquidation.
6. The termination of the Framework Agreement referred to in paragraph 5 above will be effected by the Service Provider via an e-mail sent to the User. In addition, information on the termination of the Framework Agreement - if submitted to all Users, in order to completely discontinue the provision of Autopay - will also be posted on the Website.
7. The termination of the Framework Contract is equivalent to the deletion of the Account. Upon termination of the Framework Contract, the User loses access to the Account.

8. The termination of the Framework Agreement shall be effective from the moment of its execution, with effect for the future, and shall therefore not affect the Services previously provided by the Service Provider under Autopay. Subject to cases arising from mandatory provisions of law, the Service Provider shall retain the right to all amounts due to it from the User arising during the term of the Framework Agreement, in particular the Subscription for each Subscription Period started and the Fees (including the Remuneration). The preceding sentence shall apply both in the event of termination of the Framework Contract by the User as well as by the Service Provider.
9. The Service Provider may refuse to set up an Account (including re-establishing an Account) or may terminate the Framework Agreement with immediate effect for good cause, which is any of the following circumstances:
 - a. The User blatantly or repeatedly violates or has violated the provisions of the Terms and Conditions during the previous use of Autopay
 - b. The User blatantly or repeatedly violates or has violated during the previous use of Autopay the provisions of generally applicable law or the principles of social co-existence;
 - c. The user does not meet the criteria for an Individual Account, a Business Account or a Fleet Account (e.g. a business user wants to set up an Individual Account);
 - d. in the event of failure to remove the obstacle that caused the Service Provider to block all or selected Services in accordance with § XIX.1 of the Terms and Conditions, including the successful processing of payments by the Service Provider in accordance with the Payment Method selected by the User, the expression of acceptance by the Privileged User as referred to in § XVIII.6 of the Terms and Conditions, or if the Business User does not select a Paid Business Account on the basis of a Subscription or a Fleet Account, despite the User's request to remove the obstacle with the setting of an appropriate period of not less than 3 working days
10. A notice of termination of the Framework Agreement by the Service Provider will be sent to the User at the e-mail address assigned to the Account.
11. Within the framework of the Framework Agreement, with the exception of Accounts established by the User via Electronic Banking, the User may change the type of Account on the Website from a Company Account or Fleet Account to an Individual Account or from an Individual Account to a Company Account or Fleet Account, which shall not result in the termination of the Framework Agreement, with the proviso that:
 - a. when changing the type of Account from a Company Account or Fleet Account to an Individual Account during the Subscription Period, the User shall be entitled to use the functionality of the Company Account or Fleet Account until the end of the Subscription Period and shall not be entitled to claim from the Service Provider a refund of the Subscription or remuneration charged for the use of Autopay Fleet, in any part,
 - b. In order to activate a Business Account when changing from an Individual Account, it is necessary to add the Business User's VAT number and pay the Subscription;
 - c. In order to activate the fleet account when changing from an individual account, it is necessary to add the VAT number of the business user. Furthermore, the use of a Fleet Account (in particular the provision of Services to a Business User who has this type of Account) requires the Business User who has this type of Account to conclude a separate agreement for the services of Autopay Flota, on the terms and conditions set out in the in the Autopay Fleet Regulations.

§ VIII

Service Agreement

1. The Service Agreement is concluded on the basis of the Terms and Conditions and the Framework Agreement, via Autopay.
2. The combined terms and conditions of the Service Agreement are:
 - a. the conclusion and validity of the Framework Agreement by the User and, in addition, for the use of the selected Services indicated in Autopay, the activation of the Account;
 - b. selecting and activating on Autopay the Services of the User's choice which the User intends to use, from among those available to the User on Autopay, including toll motorway sections in relation to which the User intends to use the of the Services;
 - c. adding and having at least one active Payment Method on Autopay, relevant to the Service(s) the User intends to use;
 - d. registration and possession of at least one Vehicle registered with Autopay, in respect of which the User intends to use the Services;
 - e. in the event that the Privileged User requests the performance of a Service for which he/she is obliged to pay a Fee, prior to the expiry of the deadline for withdrawal from the Service Agreement, to give the prior and express consent referred to in § X.6 of the Terms and Conditions in a manner appropriate to the Service in question;
 - f. in the case of a Fleet Account, the use of Autopay Flota;
 - g. in the case of a Business Account, with the exception of Accounts established via e-Banking, payment of the Subscription.

The conditions set out in a. - g. above must be fulfilled both on the date of the Service Order, the conclusion of the Service Agreement and throughout the term of the Service Agreement until it is fully performed and settled.

3. The User shall register the Vehicle with Autopay by providing the Company with the required details of the Vehicle (including category, registration number and country of registration) prior to the commencement of the Service to be provided
4. There is no limit to the number of Vehicles registered with Autopay for Users, with the proviso that assigning a certain number of Vehicles to an Account may involve with additional payments depending on the type of Account selected by the User, according to the terms and conditions specified:
 - 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 9 of the Terms and Conditions "Autopay Price List".
5. If the User ceases to use a specific Vehicle, the User shall delete such Vehicle from his/her Account. The User shall be entitled to delete the Vehicle registered with Autopay on their own by using the appropriate function in the Account. In the case referred to in the preceding sentences and the User's failure or improper deletion of the Vehicle, the Company is entitled to remove the Vehicle from the User's Account on its own, under the procedure set out in paragraphs 6 - 7 or paragraph 8 below.
6. The Company shall take action to remove a strictly specified Vehicle from the User's Account at the justified request of that User (e.g. in the event of the User losing access to the Account) or at the request of another User (whereby a request shall also be understood to mean the registration of the Vehicle in Autopay by that User), subject to paragraph 7 below.
7. A User who has previously registered a Vehicle shall be entitled to lodge a reasoned objection to the removal of that Vehicle within 14 days from the date on which the Service Provider notifies such User of the removal of the Vehicle from his/her Account by telephone call or email. In such a case, the Service Provider will carry out a verification, during which it may request from the User who registers in Autopay a Vehicle previously registered by another User, evidence indicating the legitimacy of such registration, in particular the first page (tab) of the Vehicle registration certificate (external page - front side - number 1), covering only the

information covered by letter codes A, B, D, E, H, i.e. without the information covered by letter codes C, F and 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 passed since the last use of that Vehicle within Autopay (i.e. since the last Service using that Vehicle) - the so-called "unused Vehicle". At least 14 days prior to the planned removal of the unused Vehicle, the Company will inform the User by email and - optionally - by text message or by telephone call, together with information on how the User can keep the unused Vehicle within the Account.
9. The Company will inform the User of the successful activation of the Payment Method, the registration of the Vehicle and the assignment of the available Payment Method to the Vehicle via the corresponding message in Autopay.
10. The performance of the Service under the Service Agreement is possible under the following conditions
 - a. the conditions for the use of the Service set out in the Terms and Conditions and the relevant appendix to the Terms and Conditions relating to the Service have been met;
 - b. the relevant third party infrastructure necessary for the performance of the Service is operating correctly, including, if applicable, reading the Vehicle data previously provided to the operator of that infrastructure, in accordance with Appendix 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 limited by force majeure.
11. For individual Services available on Autopay, there may be additional requirements that must be met by the User in order to enter into a Service Agreement or to perform a Service. Details of the additional requirements are indicated 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 messages on Autopay) immediately prior to the conclusion of the Service Agreement.
12. Individual Services may only be available
 - a. for selected Users, e.g. exclusively for Consumers or Priority Entrepreneurs or exclusively for Business Users;
 - b. in selected access channels to Autopay, for example only in the App.Detailed information on the entities entitled to use the various Services and Services available on the various Autopay access channels is available at: <https://pomoc.autopay.pl/>.
13. The Service Agreement is concluded for a fixed period of time necessary for the performance of the Service.
14. In connection with the conclusion of the Service Agreement, the User is obliged to pay a Fee. The Fee may or may not include the remuneration of the Service Provider, in which case the Fee shall be entirely the revenue of the relevant provider of the specific goods or services, including ticketed services, which the User intends to purchase in connection with the conclusion of the Service Agreement. Detailed information concerning the User's obligation to incur the Fee in connection with the conclusion of the Service Agreement, its amount and the Service Provider's consideration are contained in the appendices relating to the individual Services to the Terms and Conditions (Appendix No. 3 to the Terms and Conditions et seq.), in particular Appendix No. 9 to the Terms and Conditions "Autopay Price List" or are available at Autopay or at: <https://pomoc.autopay.pl/>.
15. The Fee in each case (i.e. irrespective of the Vehicle registered in Autopay that is used by the Priority User in the performance of the Service) also includes the remuneration of the Service Provider under the Service Agreement in the amount determined in accordance with in accordance with Appendix 9 to the Regulations "Autopay Price List" , excluding the Services defined in Exhibit 9 to the Regulations "Autopay Price List".

16. In the case of a Company Account, the Fee for certain Services may also include the Service Provider's remuneration under the Service Agreement in an amount determined in accordance with Appendix 9 to the Terms and Conditions "Autopay Price List".
17. Due to the nature of the Services, the commencement of the Service shall generally take place - unless the Regulations do not stipulate otherwise - immediately after the conclusion of the Service Agreement
18. Detailed information on the conclusion of the Service Agreement and its content is governed by the relevant, Service-specific appendices to the Terms and Conditions. Detailed information on the individual Services, the entities entitled to use the individual Services, the Services available under the individual access channels and the Payment Methods applicable to the respective Service is available at: <https://pomoc.autopay.pl/>.

§ IX

Payments

1. The Fees (including Remuneration) payable on conclusion of the Service Agreement indicated on Autopay are the total amounts payable by the User. As a rule, unless the Terms and Conditions or information included in Autopay indicate otherwise - the Fees are indicated in PLN currency
2. The amounts of the Subscription due to the Service Provider from the Business User for the use of the Business Account and the remuneration due to the Service Provider from the Business User for the use of Autopay Fleet, as set out in the Autopay Price List or the Autopay Fleet Price List, are net amounts, to which the applicable value added tax shall be added at the applicable rate at the applicable rate.
3. The Service Provider allows the use of various payment methods for the Services. In order to use the selected Services, the User may be required to use specific payment method(s). For details of the payment methods available, including the specific payment methods available for the selected Services, please visit: <https://pomoc.autopay.pl/>.
4. In order to use Autopay and to pay the Fee (including the Remuneration), Subscription or remuneration for the use of Autopay Fleet, the User is required to add in Autopay the payment methods specific to the Services that the User intends to use and accepted in Autopay, using the relevant Autopay functionalities. Detailed information on the rules for the User to add selected payment methods is set out at Appendix 2 to the Terms and Conditions - Rules for the User to add payment methods in Autopay, and is also available in Autopay (via messages displayed after logging into the Account and selecting the relevant Autopay functionality enabling the User to add a payment method). Additional settlement rules for the remuneration payable to the Service Provider by a Business User with a Fleet Account for the use of with Autopay Fleet, are set out in the Autopay Fleet Regulations and the Autopay Fleet Price List.
5. The fee is paid each time the respective Payment Method is used. The Service Provider does not charge any additional fees for the use of individual Payment Methods.
6. Unless the provisions of the Terms and Conditions or individual appendices provide otherwise, the User shall be obliged to pay the Service Fee (including the Remuneration), within 1 day of the conclusion of the Service Agreement.
7. By virtue of the Service Provider's granting of access to the Business Account and its functionalities, irrespective of the Fees for the use of the Services, the Business User is obliged to pay the Service Provider a Subscription for each Subscription Period started, the rates of which are calculated in accordance with Appendix No. 9 to the Terms and Conditions "Autopay Price List", with the exception of Accounts established via Electronic Banking.
8. In the event that the Business User chooses
 - a. Fleet Account, the remuneration due to the Service Provider from the Business User holding a Fleet Account for the use of Autopay Fleet shall be settled under the terms and conditions set out in the Autopay Fleet Regulations

- b. Company Account, Subscription is billed in advance for the entire monthly Subscription Period.
9. Irrespective of the Subscription Period selected by the Business User, the Service Provider shall be entitled to the full amount of the Subscription for each Subscription Period started. The Subscription charged by the Service Provider in accordance with the Subscription Period selected shall not be refundable in any part.
 10. Unless the Business User terminates the Framework Agreement (deletes the Account) or changes the Account type from a Company Account or Fleet Account to an Individual Account before the end of the current Subscription Period, a Framework Agreement concluded for a fixed period of a selected Subscription Period shall, upon termination of such Subscription Period, be subject to automatic renewal for the next Subscription Period (corresponding to the current Subscription Period), depending on the current choice of the Business User (for example, if the Business User has a monthly Subscription Period, then upon its termination the Framework Agreement shall be extended for the next monthly Subscription Period, unless the Business User terminates the Agreement beforehand or changes the Account type from Company Account or Fleet Account to Individual Account during the ongoing Subscription Period).
 11. In order to obtain a VAT invoice with the purchaser's VAT number, the Business User should set up a Company Account or a Fleet Account and provide the Service Provider with the information necessary to issue a VAT invoice when filling in the form available on the Website. In the event that the Business User intends to obtain a VAT invoice, the Business User should ensure, before concluding the Service Agreement, that he/she has filled in the correct and up-to-date information necessary for the Service Provider to issue a VAT invoice.
 12. The Business User and Privileged Entrepreneur accept 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 and Privileged Entrepreneur at the e-mail address indicated in the registration form.
 13. The User will be issued a separate VAT invoice for the Subscription and each Fee. In order to use the summary invoice, the Business User must select a Fleet Account.
 14. When collecting Fees (including Remuneration), Subscription or remuneration from the User for the use of Autopay Fleet, the Service Provider may use third-party payment providers, of which the User will be informed via Autopay. In particular, payments shall be handled by a Payment Provider (in the case of payment card payments).
 15. In accordance with item 37 of the Annex to the Regulation of the Minister of Finance of 24 November 2023 on exemptions from the obligation to keep records using cash registers, the Service Provider does not issue receipts. Proof of payment of the Fee in particular a statement of the bank account or payment card account used to pay the Fee.

§ X

Right of withdrawal from the Framework Contract or Service Agreement

1. The Privileged User has the right to withdraw from the Framework Contract concluded with the Service Provider within 14 days without giving any reason. The period to withdraw from the Framework Contract expires 14 days after the conclusion of the Framework Contract.
2. The Privileged User has the right to withdraw from the Service Agreement concluded with the Service Provider within 14 days without giving any reason. The period to withdraw from the Service Agreement of the Service Contract expires 14 days after the conclusion of that Service Contract.
3. In order for the Privileged User to exercise his right of withdrawal, he must inform the Service Provider, using the data provided in § XVI.2 of the Terms and Conditions, of his decision to withdraw from the Framework Contract or the Service Contract, respectively, by means of an unequivocal statement (for example, a letter sent by post or e-mail).
4. The privileged user may use the model withdrawal form attached as Appendix 1 to the Terms and Conditions - Model withdrawal form, but this is not obligatory.

5. In order to comply with the withdrawal period from the Framework Contract or the Service Contract, respectively, it is sufficient for the privileged User to send information concerning the exercise of his/her right of withdrawal from the Framework Contract or the Service Contract, respectively, before the expiry of the withdrawal period.
6. The commencement of any of the Services for which the Privileged User is obliged to pay the Fee (including the Remuneration), based on the Service Agreement and before the expiry of the deadline for withdrawal from the Service Agreement, shall only take place with the express consent of the Privileged User as referred to in § VIII para. 2 lit. e. Regulations and the appendices to the Regulations relating to the individual Services. The consent referred to in the preceding sentence:
 - a. is submitted via Autopay, in the manner appropriate to the particular Service, as indicated in the individual appendices relating to those Services, and
 - b. shall include the privileged User's express and prior consent to the performance of the Service before the expiry of the time limit for withdrawal from the Service Agreement referred to in paragraph 2 above and the acceptance of the information that the privileged User has lost 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 a Service of a chargeable nature, the Preferred User shall be liable for the Charges for that part of the Service that has been performed with his/her consent up to the time of withdrawal, if the prerequisites set out in the applicable legal provisions 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 Preferred User is obliged to pay the Fee, with the express and prior consent of the Preferred User,
 - b. The Privileged User has been informed by the Service Provider prior to the commencement of the Service that, once the Service has been performed by Autopay, he will lose his right to withdraw from the Service Agreement and has acknowledged this.
9. Subject to paragraphs 6 - 8, in the event of withdrawal from a particular Service Contract, the Service Provider shall return to the User all payments received from the User, without delay, and in any case no later than 14 days from the day on which the Service Provider is informed of the User's decision to exercise his right of withdrawal from that Service Contract. The Service Provider will refund the payment using the same payment methods used in the original transaction by the User, unless the User has expressly agreed otherwise. In any case, the User will not incur any fees in connection with this refund.

§ XI

Liability of the Service Provider towards Privileged Users

1. The Service Provider shall be liable to the Privileged Users for the compliance of the performance with the contract concluded on the basis of the Terms and Conditions, under the rules provided for by generally applicable laws, including in particular the provisions of the Consumer Rights Act.
2. The services provided by the Service Provider under Autopay constitute electronically provided services within the meaning of the Act on the Provision of Electronic Services and, to the extent that Autopay is made available and the Account is maintained, digital services within the meaning of the Act on Consumer Rights.
3. In the event of inadequate performance of the Framework Agreement by the Service Provider, the Privileged User has the possibility of exercising the rights regulated in section 5b of the Consumer Rights Act.

4. The Service Provider shall provide the Digital Service to the Privileged User under the terms and conditions set out in the Terms and Conditions, as a general rule immediately after the conclusion of the Framework Agreement.
5. If the Service Provider has not delivered the digital service, the Privileged User may call upon the Service Provider to deliver the digital service. If the Service Provider nevertheless fails to deliver the digital service immediately or within an additional period of time expressly agreed between 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 calling for the digital service if:
 - a. it is clear from the Service Provider's statement or circumstances that it 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 Framework Agreement, that a specific date for the delivery of the Digital Service was of material importance to the Privileged User and the Service Provider failed to deliver within that date.
7. The Service Provider shall be liable for the non-conformity with the Framework Agreement of the digital service delivered on a continuous basis, which occurred or became apparent at the time when, in accordance with the according to the Framework Agreement it was to be delivered.
8. If the digital service does not comply with the Framework Agreement, the Privileged User may request that it be brought into compliance with the Framework Agreement.
9. In addition, if the digital service is not in compliance with the Framework Agreement, the Preferred User may submit a declaration of withdrawal from the Framework Agreement when:
 - a. bringing the digital service into conformity with the Framework Agreement is impossible or requires unreasonable costs pursuant to Article 43m(2) and (3) of the Act on Consumer Rights;
 - b. The Service Provider has failed to bring the digital service into compliance with the Framework Agreement in accordance with Article 43m(4) of the Consumer Rights Act;
 - c. the non-compliance of the digital service with the Framework Agreement continues 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 such as to justify the cancellation of the Framework Agreement without first making use of the measure of protection set out in Article 43m of the Consumer Rights Act;
 - e. it is clear from the Service Provider's statement or 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 Preferred User.
10. In the event that the Digital Service does not comply with the Framework Agreement, the Privileged User has the obligation to cooperate with the Service Provider, to a reasonable extent and using the least onerous technical means, to determine whether the Digital Service's failure to comply with the Framework Agreement in a timely manner is due to the characteristics of the Privileged User's digital environment.

§ XII

Complaints

1. The Service Provider requests that complaints concerning the operation of Autopay, the Services or agreements concluded under the Terms and Conditions, in particular their non-performance or undue performance, be submitted to the postal or electronic address indicated in § XVI, paragraph 2 of the Terms and Conditions.

2. The complaint should contain the data of the person or entity submitting the complaint (first name, and surname or full name, exact address or e-mail address) as well as indication of the reason for the complaint and the content of the request.
3. A response to complaints is given within 14 days of the complaint being delivered to the Service Provider.
4. Use of the complaints procedure is voluntary and free of charge.

§ XIII

Out-of-court complaint and redress procedures

1. The Service Provider shall inform the Consumer of the possibility to make use of out-of-court means of dealing with complaints and claims (consumer dispute resolution). The use of these depends on the consent of the Consumer and the Service Provider.

The Service Provider agrees to conduct procedures for out-of-court settlement of consumer disputes by the Trade Inspection, as well as to the settlement of consumer disputes by a permanent arbitration court at the provincial inspector of the Trade Inspection. The rules of access to these procedures are available at the offices or on the websites of individual provincial inspectorates of the Trade Inspection. A consumer may use:

- a. proceedings for out-of-court settlement of consumer disputes conducted by the Voivodship Inspectorate of Trade Inspection competent the place of business activity of the Service Provider, to which an application for conducting the proceedings should be submitted (competent for our registered office is the Voivodship Inspectorate of Trade Inspection in Gdańsk (<https://ihgd.pl/>);
 - b. the dispute is heard by the permanent arbitration court competent for the place of residence of the Consumer or our registered office, acting at the provincial inspector of the Trade Inspection, to which a request for consideration of the case before the arbitration court should be submitted. The list of permanent arbitration courts is available : https://uokik.gov.pl/stale_sady_polubowne.php.
2. The use of out-of-court means of dealing with complaints and claims (consumer dispute resolution, amicable courts) is voluntary for the Consumer, i.e. in the event of a dispute, the Consumer may, at his/her choice, either submit a request for out-of-court consumer dispute resolution or a request for an amicable court hearing in accordance with paragraph 1 above, or bring an action against the Service Provider before a common court.
 3. The consumer can additionally make use of the free assistance of the municipal or district consumer ombudsman.
 4. The Online Dispute Resolution (ODR) platform set up by the European Commission is available at <https://ec.europa.eu/consumers/odr/>. It provides an access point for consumers and traders wishing to resolve out-of-court a dispute concerning goods or services purchased online. The platform was launched on the basis of the EU Regulation on ODR in consumer disputes.

§ XIV

Personal data

1. The administrator of the User's personal data is the Service Provider - as owner and administrator of Autopay, providing electronic services on the basis of the Regulations.
2. Detailed information on the processing of personal data by the Service Provider in its capacity as controller - including the purposes and grounds for processing, as well as about the recipients of the data - can be found in the available at: https://autopay.pl/storage/pdf/polityka_prywatnosci_autopay.pdf privacy policy - due to the transparency principle contained in the General Data Protection Regulation of the European Parliament and of the Council (EU) - "RODO".

3. The provision of data by the User is voluntary, but at the same time necessary for the conclusion of this Framework Contract or the Service Contract with the Service Provider or the contract for the acquisition of the ASFINAG Product with ASFINAG, respectively. Failure to provide data will prevent the conclusion of this Framework Contract, the Service Contract or the contract for the acquisition of the ASFINAG Product with ASFINAG, respectively.
4. In the case of questions regarding data processing or in order to exercise the User's rights, it is possible to contact the Data Protection Officer at dpo@autopay.pl or in writing to the address indicated in § XVI, section 2 of the Terms and Conditions, with the note: personal data protection.

§ XV

Reservations

1. Users are obliged not to disclose their access data to unauthorised persons and not to make their Accounts available to unauthorised third parties. The user is responsible for the consequences of his/her Account access data being disclosed to third parties.
2. The Service Provider is not responsible for the accuracy of the data entered by the User when using Autopay or the Services.
3. The user is responsible for his or her actions or omissions in connection with the use of its functions within Autopay.
4. The service provider has the right to further develop or modify at any time the operation of Autopay and its functionalities. As far as possible, the Service Provider will inform the User about the introduction of such changes by means of messages displayed in the Account.
5. The Service Provider makes every effort to ensure the correct and uninterrupted functioning of Autopay. Due to the complexity and sophistication of Autopay, as well as external factors beyond the Service Provider's control, it is possible that errors or technical failures may occur which prevent or limit its functioning. In such a case, the Service Provider will take all possible and reasonable measures to ensure that the negative effects of such events are reduced as far as possible.
6. In addition to interruptions due to errors or technical failures, there may also be other technical interruptions during which the Service Provider takes measures to develop Autopay and to protect it from errors or technical failures, as well as repair, modernisation or maintenance work, in particular for the purposes of updating or extending Autopay.
7. The Service Provider schedules technical interruptions in such a way that they are as little disruptive as possible, only for the time necessary for the Service Provider to carry out the necessary measures.
8. In the event that interruptions in the operation of Autopay are likely to cause restrictions on the in the use of Autopay or the Services, the Service Provider will inform the User before using the Services. In the event that it is necessary to carry out the work referred to in paragraph 5 or 6 above for reasons beyond the Service Provider's control, the Service Provider will inform the User of the work and the related interruption of access to Autopay or the provision of the Service at the latest when the work begins and before using the Service.

§ XVI

Communication

1. The language in which the Company communicates with the User and concludes the Framework Agreement or the Service Agreement respectively is Polish or English, depending on the User's choice. The Terms and Conditions are available in Polish and English, and contracts concluded on the basis of the Terms and Conditions are concluded in the indicated languages which the User has chosen when using Autopay.

2. Except as otherwise provided in the Terms and Conditions, the User may communicate with the Company:
 - a. electronically, either via the contact form available on the Website or via the email address kontakt@autopay.pl;
 - b. by telephone at 587604846 - during the opening hours of the Autopay Help Centre, available at www.autopay.pl;
 - c. in writing to: Autopay Mobility sp. z o.o., ul. Powstańców Warszawy 6, 81-718 Sopot, Poland.
3. The Company communicates with the User electronically, by telephone or in writing, and unless the provisions of the Terms and Conditions or the law indicate otherwise, the primary form of communication with the User shall be by e-mail or messages transmitted via Autopay or, in the event that an Account is created via the User's Electronic Banking, via this access channel.
4. In the case of communication between the Company and the User or the User and the Company, the Company, out of concern for the security of the User's data, may require confirmation or provision of certain User data, indicated, inter alia, in the Autopay registration process, for the purpose of verification.

§ XVII

Intellectual property

1. Copyright and other intellectual property rights in Autopay as a whole, as well as in its individual elements or the content presented therein, belong to the Provider or other authorised third parties and are protected by the provisions of generally applicable law, covering the objects of these rights in all their forms of expression.
2. The User does not receive any rights (including copyright or any other type of intellectual property rights) in connection with the conclusion of the Framework Agreement or the use of Autopay or the Services, except as expressly stated in the Terms and Conditions.
3. The Service Provider allows the User to:
 - a. to download, install the Mobile Application on the User's mobile device and it in accordance with these Terms and its intended purpose, exclusively for the User's own (personal) use, by granting the User, at the time of downloading the Application, a licence under the terms specified in Paragraph 4 below; or
 - b. in the case of the use of Autopay via the Website or Electronic Banking, the use of Autopay in accordance with the Terms and Conditions and its intended use, exclusively for the User's own use.
4. The licence for the use of the Application referred to in paragraph 3 a. is non-exclusive, non-transferable and territorially unlimited and is granted free of charge for an indefinite period of time, in any case not longer than the duration of the Framework Agreement. The licence does not entitle the User to grant sub-licences (further licences). The termination of the Framework Contract shall cause the license to expire on the last day of the Framework Contract. The licence only authorises the User to use the Application in accordance with these in accordance with these Terms and its intended use, and only to the extent that it is necessary for such use of the Application (i.e. for launching, operation or storage in the memory of the User's device) to temporarily reproduce it. The User's breach of the licence conditions, including any of the provisions of paragraphs 3 - 5 of this clause, shall entitle the Company to terminate the Framework Agreement with immediate effect.
5. The right to use Autopay and the Services granted under the Framework Agreement in particular does not entitle Users to:
 - a. copy Autopay or its elements, except as permitted by mandatory legal provisions or arising from the normal use of Autopay functionality or the Services;
 - b. reproduction of Autopay in whole or in part, except as indicated in paragraph 4;

- c. modify, adapt, translate, decode or decompile, disassemble or attempt to determine the source code in any other way, except as permitted by mandatory law;
- d. modifying the computer software that makes up the solutions that make up Autopay;
- e. distribute, distribute, sell or otherwise market or make available in any way or form the solutions offered on Autopay to third parties or grant such third 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 Use or digital service

1. The Service Provider is only entitled to amend the Terms and Conditions for valid reasons as indicated in paragraph 2 below. Subject to the case described in the following sentence, the User will be informed of the planned change to the Terms and Conditions via an e-mail sent to the address assigned to the Account at least 14 days prior to the planned change. If the Account is established via e-Banking, the User may be informed - acting for and on behalf of the Company - the User's competent bank, at least 14 days prior to the planned change, about planned changes to the Terms and Conditions via e-mail or sms to the address or telephone number provided by the User in e-Banking.
2. The occurrence of any of the following circumstances shall be deemed to be valid reasons for amending the Rules:
 - a. adaptation of the Services or Autopay to laws or recommendations, guidelines, orders or prohibitions affecting them, rulings, orders, interpretations or decisions of authorised public authorities or the Company's rules of cooperation with third parties with whom the Company provides the Services;
 - b. the change or appearance of new charges of a public law nature affecting Autopay or the provision of the Services;
 - c. extending, changing the scope or improving the functionality of the Services or Autopay, including the Account;
 - d. improving the security of the Services provided, Autopay, Users;
 - e. The need to counteract abuses made in connection with the use of the Services or Autopay;
 - f. a change in the costs of services provided by external providers, the costs of maintaining and operating the infrastructure and operating infrastructure to the extent used in connection with the provision of Autopay or in the provision of the Services;
 - g. a change in the technical conditions for the provision of services by electronic means or the use of of Autopay, including technical requirements or access channels;
 - h. the emergence or cessation of new risks or threats relating to the use of Autopay;
 - i. the need to correct ambiguities, errors or clerical mistakes if they occur in the Rules;
 - j. change the contact details, names, identification numbers, other identification data of the Company or of external suppliers, electronic addresses or URLs (links/hyperlinks) provided in the Terms of Use;
 - k. to introduce or increase the Remuneration or the Subscription, subject to paragraph 6 below.
3. The User shall have the right, prior to the proposed effective date of the changes to the Terms and Conditions, to object to the changes to the Terms and Conditions and to terminate the Framework Agreement with immediate effect, in the manner indicated in § VII.3 of the Terms and Conditions, subject to § VII.8 of the Terms and Conditions. In the event that the User objects to the proposed changes without an additional statement of termination, the objection shall be tantamount to with immediate effect a termination of the Framework Agreement.

4. If the User does not object to the planned changes to the Terms and Conditions by the time they come into force, he/she shall be deemed to have accepted them, which shall not constitute any obstacle to the termination of the Framework Contract in the future. The new version of the Terms and Conditions shall apply to the User from the moment it comes into force.
5. The content of the amended Rules of Procedure shall enter into force on the date indicated in the information of the amended Rules of Procedure.
6. In the event of an introduction or increase of the Remuneration relating to an Individual Account, the Company shall obtain express acceptance from the Preferred Users (e.g. by ticking a checkbox), of which it shall inform the Preferred Users by e-mail or via the Application and - optionally - by SMS. In the e-mail message sent, the Company will indicate the scope of the proposed changes, the date on which they will be implemented and the request for acceptance. This is without prejudice to the privileged User's right to terminate the Framework Agreement with immediate effect, at any time, in the manner indicated in § VII.3 of the Terms and Conditions.
7. In the event of an increase of the Subscription or the introduction or increase of the Remuneration relating to the Company Account, such a change does not require an amendment to the Framework Agreement and is announced by the Service Provider by e-mail. The change of the Subscription will be effective as of the next billing period. This does not affect the right of the Business Account User to terminate the Framework Contract with immediate effect, at any time, in the manner indicated in § VII.3 of the Terms and Conditions.
8. The Service Provider may make a change to the digital service that is not necessary to comply with the Framework Agreement for the reason indicated in paragraph 2(a). - h. The implementation of the change referred to in the previous sentence shall not incur any costs on the part of the Preferred User. The provisions of paragraph 1 and paragraphs 3 - 4 shall apply accordingly.
9. If the change referred to in paragraph 8 materially and adversely affects the Privileged User's access to Autopay or the use of Autopay, the Service Provider shall send to the Privileged User's e-mail address, well in advance, on a durable medium, information on the characteristics and date of the change and the rights of the the Privileged User in connection with this change.

§ XIX

Blocking of Services

1. The Service Provider has the right to block the User's access to all or selected Services provided by Autopay in the following cases:
 - a. non-performance or improper performance by the User of the obligation to pay the Fee due (including the Remuneration), pursuant to the provisions of the Terms and Conditions and the concluded Service Agreement, the Subscription or the remuneration due to the Service Provider from the Business User for the use of Autopay Fleet;
 - b. to prevent, as a result of an act or omission by the User, the payment of Subscription, the remuneration due to the Service Provider from the Business User for the use of Autopay Fleet, as well as Fees (including Remuneration) for already concluded Service Contracts or 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 your withdrawal of consent to the cyclical debiting of a specific Payment Method for Fees (including Remuneration), Subscription or remuneration owed to the Service Provider by the Business User for the use of Autopay Fleet, in the event of the expiry or blocking of the payment cards that constitute the Payment Method or where the Payment Method is not a valid Payment Method for the relevant Service;
 - c. charge an Additional Charge, as defined in Appendix 3 to the Regulations - Rules for the Acquisition of Entitlement to Pass Through or to Toll Areas (videotolling system);

- d. the failure of the Preferred User to accept the introduction or increase of the Remuneration prior to the commencement of such introduction or increase, in accordance with § XVIII.6 of the Terms and Conditions;
 - e. if the Business User does not select a Paid Business Account on the basis of a Subscription or a Fleet Account
2. In the cases indicated in
- a. paragraph 1 a. or c. above the blocking shall continue until the Subscription, the remuneration due to the Service Provider from the Business User for the use of Autopay Fleet, the Fee (including the Remuneration) or the Additional Fee has been paid
 - b. Paragraph 1b. above, the blocking shall continue until an active Payment Method is registered that enables the payment of the Subscription, the remuneration owed to the Service Provider by the Business User for the use of Autopay Fleet, the Fees (including the Remuneration) or, where the Payment Method is not the correct payment method for the relevant Service, the registration of the correct payment method for such Service;
 - c. paragraph 1(d) above, the blocking shall continue until the Privileged User has agreed to the introduction or amendment of the Remuneration in accordance with § XVIII(6) of the Regulations.
 - d. paragraph 1(e) above, the blocking shall continue until the Business User has opted for a Paid Business Account on the basis of a Subscription or a Fleet Account.

§ XX

Acquisition of ASFINAG Products

- 1. Autopay enables the purchase of ASFINAG Products via the Mobile Application or E-Banking.
- 2. The rules for the acquisition of ASFINAG Products are set out in Appendix 8 to the Rules and Regulations.
- 3. The contract for the acquisition of ASFINAG Products is concluded between the User and ASFINAG, in whose name and on whose behalf the Service Provider acts, via Autopay, for a fixed period of time necessary for its execution, subject to the contract for the acquisition of ASFINAG Products in the form of a digital Flex stub fee, which is concluded for an indefinite period of time.
- 4. The acquisition of ASFINAG Products shall be governed by Schedule 8 to the Regulations and the ASFINAG Rules and Regulations, which form an integral part of Schedule 8 to the Regulations and are defined therein. The provisions of these Terms and Conditions shall apply to the acquisition of ASFINAG Products only to the extent not covered by and not inconsistent with Appendix 8 to the Terms and Conditions.

§ XXI

Annexes

- 1. The following annexes to the Rules of Procedure shall form an integral part thereof:
 - a. Annex 1 to the Regulations - Model withdrawal form;
 - b. Appendix 2 to the Terms and Conditions - Rules for the User to add payment methods on Autopay;
 - c. Annex 3 to the Regulations - Rules for acquiring entitlement to Passage through or to Toll Areas (videotolling system);
 - d. Appendix 4 to the Regulations - Rules for the purchase of Tickets entitling to the use of car washes;

- e. Annex 5 to the Regulations - e-Toll Regulations. Payments for toll sections of motorways under the e-Toll system;
 - f. Annex 6 to the Regulations - Rules for the execution of automatic payments at Partner Stations;
 - g. Appendix No. 7 to the Regulations - E-Vignette Regulations. Rules for the provision of the Service in the form of an intermediary for the purchase of an E-Vignette;
 - h. Annex 8 to the Regulations - Rules for the purchase of ASFINAG Products;
 - i. Appendix 9 to the Regulations - Autopay Price List.
2. Capitalised terms in the annexes to the Regulations if:
- a. not separately defined therein - shall have the meaning set out in § II of the Rules of Procedure
 - b. are separately or additionally defined therein - shall have the meaning specified in the text of those annexes.
3. To the extent not covered by the annexes to the Rules, the relevant provisions of the Rules shall apply.
4. The Service Agreement is concluded on a case-by-case basis in respect of the specific Service, for the duration of the performance and billing for that Service. and specific Service, for the duration of the performance and billing of that Service.

§ XXII

Final provisions

1. With the exception of contracts for the purchase of ASFINAG Products, the law applicable to matters relating to the Framework Contract, Service Contract, Autopay, Services, in relations 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 on the basis of the Terms and Conditions with Consumers does not waive and does not limit the rights of Consumers to which they are entitled under mandatory provisions of the law applicable to that Consumer in situations where there is no choice of law, in accordance with the in accordance with the provisions of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I Regulation). This means, in particular, that if the national provisions applicable to a given Consumer provide for protection that is broader than that provided for under these Terms and Conditions or under Polish law, the broader protection shall apply.
2. In the event of a possible dispute with a User who is not a privileged User in connection with the Framework Agreement or the Service Agreement, the competent court will be the court of the Service Provider's registered office.
3. Any liability of the Service Provider in connection with the Framework Contract or the Service Contract in relation to a User who is not a Preferred User, to the extent permitted by law, is excluded.

Annex 1 to the Rules of Procedure
Model withdrawal form

MODEL WITHDRAWAL FORM

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

Addressee:

Autopay Mobility Sp. z o.o.

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

E-mail 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 supply of digital
content in the form(*):

.....
.....

- Date of conclusion of the contract(*)

..... -

Name of privileged user(s):

..... -

Address of Privileged User(s):

.....
.....

..... Signature of the Priority
User(s) (only if the form is sent on paper)

Date

(*) Delete as appropriate

Annex 2 to the Rules of Procedure
Rules for adding payment methods by the User on Autopay

§ I

General provisions. Definitions

1. This appendix to the Terms and Conditions ("**Appendix**") sets out the detailed rules for the User to add payment methods on Autopay.
2. The Company may allow payments to be made using the payment methods specified in the in the Annex. In this case, the appropriate channel for the payment method to access Autopay and the rules for adding a specific payment method are indicated by the provisions of the Annex.
3. Capitalised terms used in the Annex shall have the following definitions
 - a. **Card - the** User's payment card supported by the Company under the payment methods available on Autopay
 - b. **Fleet Card - a** card issued or provided to a User who is not a Consumer by the Affiliate, allowing payment of Fees for all or selected Services under the terms and conditions specified by the Affiliate and in the Terms and Conditions.
 - c. **Payable Area - the** payable area as defined in Schedule 3 to the Regulations.
 - d. Telecommunications **Operator** - a telecommunications entrepreneur within the meaning of the Telecommunications Act of 16 July 2004 providing the Bill Payment service on the basis of separate service regulations. The current list of Telecommunications Operators providing the Payment from Bill service under Autopay is available at:
 - e. **Journey - a** as defined in Schedule 3 to the Regulations.
 - f. **Partner** - entity defined in Annex 3 to the Rules of Procedure

§ II

Rules for adding a debit payment method using electronic banking

1. Where the Company allows payments to be made by debiting the User's bank account directly from the bank holding that account ("Debit"), payments using Debit may only be used when the User uses the Application via the User's Electronic Banking.
2. The User who intends to use Debit authorises his/her bank to deduct from his/her account the amounts of Fees due for the use of the Services.
3. Detailed rules on how the bank may charge the User with Fees are set out in the bank's payment services regulations.

§ III

Rules for adding a payment method in the form of a Card

1. Where the Company enables payment by Card payment method, payment by Card can only be used when the User uses the Application or via the Website.
2. In order to add the payment method indicated in paragraph 1, the User is required to take the following actions in the Application or on the Website respectively:
 - a. provide the Card details (Card number and CV/CVV code) and make a returnable Card verification charge (verification transaction of PLN 1) in accordance with the instructions provided by the Company, whereby the User may also select a Card previously registered by him/her on the Site;

- b. to assign a Card number to a particular Vehicle;
 - c. to agree to the cyclical collection by the Company of the Card Fees due in respect of the Services, without the User's participation, pursuant to paragraphs 3-4 below.
3. In the case of payment by Card, in order to pay a Fee, the User, through Autopay, consents to the Company automatically collecting funds from the Card for Fees. The consent is given for each Card separately and covers the collection of the amounts of the Fees due (including the Additional Fees referred to in the Annexes to the Terms and Conditions) without the User's participation. Consent is granted for the duration of the User's active account with Autopay and may be revoked by the User at any time by deleting in Autopay the Card (including the one assigned to the Vehicle or removing the Vehicle from Autopay), with the proviso that the Company reserves the right to prevent the User from deleting in Autopay the Card assigned to the Vehicle and removing the Vehicle from Autopay after entering the Paid Area using the Service. Once consent has been revoked, the User shall not be entitled to complete Journeys using the Service and, if a Journey is completed, the User shall be liable to pay the Company the Fee due.
 4. In the case of a payment to make a Charge, the User will be notified of the automatic debit of the Card in the form of a message sent to his/her e-mail address or in the form of a message sent by Autopay. If it has not been possible to debit the Card (e.g. the Card has expired or there are no funds accumulated on the Card in an amount at least equivalent to the Fee due), the User will be notified of this of the above in the form of a message sent to the User's e-mail address and a message from the Company's website, and the Company will successively make repeated attempts to debit the Card, and in the event that such attempts prove unsuccessful, the Company is entitled to initiate a procedure for the recovery of funds due to the Company for non-payment of the Fee.
 5. If the User uses a Card Payment Method on Autopay for the Autopay Fleet service, the Fees due are taken from the most recently added Card

§ IV

Rules for adding a payment method in the form of a payment from a telecommunications bill from a telecommunications operator

1. Where the Company allows you to make a payment using a payment method in the form of a payment from a telecommunications bill with a telecommunications Provider ("Bill Payment"), you may only use Bill Payment when the User uses Autopay via the Application or the Website.
2. In order to add the payment method indicated in paragraph 1, the User is required to take the following actions in the Application or on the Website respectively:
 - a. Activate the Payment on Account method in Autopay;
 - b. acceptance of the terms and conditions of the Payment on Account service;
 - c. if you wish to pay the Fare using this payment method, to assign the Method of Payment on Account to the Vehicle in question;
 - d. consent to the Company's cyclical debiting of the telephone bill to the Telecommunications Provider for the Charges.
3. Detailed rules for the implementation of the Payment on Account service are set out in the Telecommunications Provider's service regulations accepted by the User.
4. The User, through Autopay, consents to the Company's cyclical debiting of the telephone bill with the Telecommunications Provider for Fees. The consent includes collection of the amount of the Fees due (including the Additional Fees referred to in the Annexes to the Terms and Conditions) without the participation of the User. Consent is granted for the duration of the Framework Agreement (i.e. the User has an active Account on Autopay) and may be revoked by the User at any time by deleting that Payment Method (including those assigned to the Vehicle or removing the Vehicle from Autopay), with the proviso that the Company reserves the right to prevent the User from deleting in Autopay the Account Payment Method assigned

to the Vehicle and removing the Vehicle from Autopay after the User enters the Paid Area using the Service or in the event of the User's failure to pay the Toll due in accordance with the Terms and Conditions. Once consent has been revoked, the User shall not be entitled to carry out Journeys using the Service and, if a Journey is carried out, the User shall be obliged to pay to the Company the Fee due

§ V

Rules for adding a payment method in the form of a Fleet Card

1. If the Company allows payment using the Fleet Card payment method, the Fleet Card payment can be used:
 - a. only when the User uses Autopay via the Application or the Website, and furthermore
 - b. insofar as the Partner, whose services the User is using in this respect, makes such a possibility available in cooperation with the Company and
 - c. only with respect to such Services as are specified by the Partner and under such terms as are specified by the Partner, in particular in the Partner's terms of service. You acknowledge and agree that the Partner's adopted rules, including the terms of service, may specify additional The User acknowledges and accepts that the Partner's terms of service, including the terms of service, may specify additional requirements and conditions for the use of the Fleet Card payment function. of the function of making payments in the form of a Fleet Card issued by this Partner.
2. In order to add the payment method indicated 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 that Fleet Card, as set out in particular in the Partner's terms and conditions for the provision of such services;
 - b. adding the fleet card number in Autopay;
 - c. the assignment of a Fleet Card number to a particular Vehicle;
 - d. the assignment of a payment method in the form of a Fleet Card to a given Vehicle;
3. After the first successful use of the Fleet Card Payment Method and following 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 the Card Method added in Autopay.
4. The detailed rules for making payments with the Fleet Card and for the Partner to charge the User with fees are set out in the regulations of the Partner whose services the User uses in this respect.

Annex 3 to the Rules of Procedure
Rules for the acquisition of entitlement to Passage through or to Toll Areas
(videotolling system)

§ I

General provisions. Definitions

1. This appendix to the Terms and Conditions ("**Appendix**") sets out the detailed rules for the use by Users of the Service in the form of the acquisition by the User of an entitlement to Drive through or to Toll Areas, as one of the Services provided by the Company to Users under Autopay.
2. Capitalised terms used in the Annex shall have the following definitions:
 - a. **Motorway** - the motorway (or the section thereof) to which the Journey executed and paid for by the User via Autopay under the terms and conditions specified in the Regulations and this Appendix. A list of the Motorways served by Autopay with is available at: <https://autopay.pl/pomoc>.
 - b. **Ticket** or **Electronic Ticket** - an electronically recorded entitlement to use a ticketed service, i.e. Passage through or to Toll Areas.
 - b. **Gateway** - a gateway that allows the User to complete Journeys through or to the Toll Area specified in the Terms and Conditions as part of the Service using Autopay.
 - c. **Toll Area** - paid areas, in particular Motorways within which Transfers are made or areas for which the purchase of an Electronic Ticket is required to enter or drive in, including car parks. List of Toll Areas supported by Autopay, including Motorways or car parks, is available at: <https://autopay.pl/pomoc>.
 - d. **Operator** - the entity managing the Operator's Infrastructure; the list of Operators is indicated at:
 - e. **Partner** - an entity working with the Company to provide the Service which is the owner or operator of a Paid Area or which provides the service to which the Ticket entitles the User or which provides the goods or services which are the subject of the Fee to the User, as well as an entity which acts as an intermediary in the provision of such goods or services, including an entity which is the issuer of a Fleet Card as defined in Appendix 2 to the Rules.
 - f. **Toll Collector** - the owner of the Operator's Infrastructure or the entity with rights to this infrastructure indicated at: <https://pomoc.autopay.pl/>.
 - g. **Journey** - a non-cash journey on a Motorway or entry to a Toll Area within the scope of the Service and using the Operator's or Partner's Infrastructure (Gate), for which the User pays the Fee via Autopay. The journey is made without collecting a ticket when entering the Toll Area and paying the toll at the Partner at the Gate providing the manual toll collection service.
 - h. **Operator's Infrastructure** - devices and software owned by the Toll Collector, the Operator or a third party managed by the Operator, serving, inter alia, to automatically read the number plates of the Vehicle when entering the Motorway or exiting the Motorway (at the Gates) and to transmit the above data to the Company's infrastructure operating within Autopay; the Operator's Infrastructure enables the User, on the basis of data provided to the Operator by the Company as part of the User's use of the Services, to drive on the Motorway without cash.
 - i. **Partner's Infrastructure** - devices and software managed or owned by Partner(s) other than the Toll Charger or Operator, used in particular to identify the User, including but not limited to the automatic reading of the number plates of the Vehicle when entering or leaving the Toll Area (within Gates) and the transmission of data to the Company's infrastructure operating within Autopay.

§ II

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

1. Autopay enables the User to acquire an entitlement to Drive through or to Toll Areas, including in particular Motorway Travel. The use of the Service described in the Appendix described in the Appendix can be made via the Mobile Application, the Website and, to the extent specified in the Electronic Banking in Electronic Banking also in this access channel.
2. In order to conclude the Service Agreement and to acquire the entitlement to a Journey, the User shall be obliged to fulfil the requirements specified in § VIII section 2 of the Regulations.
3. The Contract for the Service in the form of the acquisition of a Right to Ride is concluded at the moment of entry into the Toll Area (automatic raising of the Gate without the User collecting an entry ticket), provided that the conditions specified in section 2 are fulfilled.
4. By concluding the Service Agreement in the form of acquiring the right to Passage, i.e. by entering the Toll Area, the Priority User agrees to the provision of the Service before the expiry of the time limit for withdrawal from the Service Agreement referred to in § X(6) of the Terms and Conditions and acknowledges that the Priority User loses the right to withdraw from the Service Agreement upon full performance of the Service by the Service Provider.
5. The User undertakes to pay, through the Company, immediately after the Vehicle has been completed, the Fee in accordance with the valid price list of the Operator or Partner.
6. The service provided by the Company under Autopay in brokering the entitlement to a Journey shall be deemed to have been provided in full upon completion of the Journey.

§ III

Reservations

1. The Company will send the Operator or Partner the details of the Vehicle in order to enable the User to make Rides using the Operator's or Partner's Infrastructure respectively.
2. Registration of the Vehicle within the Operator's infrastructure can take place within 8 hours from the date of sending the Vehicle data to the Operator.
3. If a Vehicle is completed without a Gate at an entrance or exit, i.e. using a Gate not operated by the Service Provider, a manual toll must be paid at the Operator's Gate.
4. Should the data of the Vehicle not be read by the 's Infrastructure at the entrance to the Motorway (i.e. the automatic raising of the Motorway Gate does not place), the User is obliged to collect the entry ticket and pay the toll at the Operator's toll gate providing the 's manual toll collection service (in addition to the service available on Autopay).
5. The implementation of the Motorway Crossing is possible provided that:
 - a. the number plates of the Vehicle the User is using to make the Journey are kept in good condition and clean to the extent that they can be easily read by the Operator's Infrastructure and displayed in places structurally intended for this purpose in accordance with the applicable legislation;
 - b. The User shall only use dedicated Gates at the entrance and exit of the Motorway;
 - c. where applicable, the period from the time of passing through the toll station or entry to the exit shall not exceed the number of hours set out separately in the Motorway Rules, under which the Journey takes place.
6. In case of Riding on the A4 Katowice-Krakow Motorway, the User is obliged to stop the Vehicle at the toll collector's window in front of the marked white line. In order to properly complete the Journey, the User is obliged to keep a distance from the preceding vehicle (minimum 3 metres for a passenger car and 5 metres for buses and trucks).

7. In the event the data of the Vehicle is read by the Operator's Infrastructure at the entry to the Motorway (i.e. the dedicated entry Gate on the Motorway is automatically lifted) and not read at the exit from the Motorway (i.e. the dedicated exit Gate on the Motorway is not automatically lifted), and the number plate of the Vehicle is read by the Operator's Infrastructure only in an automatic mode without participation of a collector who could manually enter it into the system. the dedicated exit Gate on the Motorway was not automatically raised), and the gate is only operated in an mode without the participation of a toll collector who could manually enter the vehicle registration number into the system, the User is obliged to use the gate providing manual toll collection service and pay the maximum toll at the Operator for the relevant vehicle category and place of entry in accordance with the Operator's tariff (in addition to the Service available in Autopay).
8. In the event that the User has indicated the same details of the Vehicle in a solution for accessing the videotolling system other than the one provided by the Company, the Journey may be settled by a supplier other than the Company at the sole discretion of the Operator or the Toll Collector
9. The rules for driving through the A4 Katowice-Kraków toll plazas using Autopay are published at: <https://www.autostrada-a4.com.pl/pl/oplaty/odczyt-tablic-rejestracyjnych-videotolling>.

§

1. The Motorway Fee is set by the Minister responsible for transport. and paid by the User via Autopay and using the Payment Methods made available on Autopay. Information on the Fee schedule is available at <https://pomoc.autopay.pl/>.
2. The amount of the Fee shall depend on the type of the Motorway through which the Transit is made and the length of the section of the Motorway traversed.
3. If the User has made a Journey with a Vehicle of a category other than that declared when registering the Vehicle, the Operator shall send the relevant information to the Company and the Company shall charge an additional fee in an amount corresponding to the difference between the fee due for the Journey and the Fee previously charged or collected ("Additional Fee").
4. In the case of towing Vehicles, the toll for both the towing Vehicle and the towed Vehicle must be paid. The fact that the Vehicle is being towed must be reported to the Operator's collector for the toll to be paid correctly.
5. The User who executes a Rollover on the Katowice-Krakow A4 Motorway is obliged to deactivate Autopay payment prior to the Journey by deactivating tolls on the Katowice-Krakow A4 Motorway.

Annex 4 to the Rules of Procedure
Rules for the purchase of car wash tickets

§ I

General provisions. Definitions

1. This appendix to the Terms and Conditions ("**Appendix**") sets out the detailed rules for the use of the Service by Users 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. Capitalised terms used in the Annex shall have the following definitions
 - a. **Ticket or Electronic Ticket** - an electronically recorded entitlement to use a ticketed service, i.e. the use of 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** - the entity defined in Appendix 3 to the Regulations.

§ II

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

1. The service of purchasing Tickets entitling to use the car washes is available to selected Users.
2. The user referred to in subsection 1 may purchase, via the Mobile Application, an Electronic Ticket entitling the user to use the services of a car wash (Car Wash Ticket), provided that there is a relevant information on the device of the car wash about the possibility of purchasing the ticket via the Application.
3. In order to conclude the Service Agreement and purchase a Ticket entitling to use the car wash, irrespective of the necessity to fulfil the requirements specified in § VIII item 2 of the Regulations, the User should follow the instructions on the car wash device and, in particular, should:
 - a. have the following installed and activated on the Vehicle in respect of which he/she intends to use the Service Mobile Application installed and running on his/her device,
 - b. have the geolocation service enabled on the device referred to in point a. above and allow the Application to access the geolocation data,
 - c. log in to your Account on the Application,
 - d. scan the QR code located on the car wash device,
 - e. make a choice of Ticket amount (duration or ticketed service option),
 - f. choose the method of payment of the Fee,
 - g. confirm the purchase by selecting the purchase option ("Order and pay" or equivalent),
 - h. pay the Fee using the Payment Method.
4. The contract for a Service in the form of purchasing an Electronic Ticket entitling to use the car wash services shall be concluded upon payment of the Fee in accordance with paragraph 3, item h. above, provided that the other conditions specified in paragraph 3 are fulfilled.
5. In the event that Autopay enables the Privileged User to use the Service described in this appendix, by concluding the Service Agreement in the form of the purchase of Tickets entitling to use the car washes, the Privileged User agrees to provide the Service before the expiry of the deadline for withdrawal from the Agreement the Service Contract referred to in § X item 6 of the Regulations 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 shall take place immediately upon payment of the Electronic Ticket Fee, as indicated in these Terms and Conditions or as designated by the Partner.
7. In the event that payment of the Electronic Ticket Fee entitling the User to use the car wash is unsuccessful - the User may attempt to pay again, using another payment method of his/her choice.
8. The list of car washes and their operators, Partners, as well as Users entitled to use the Service is available at: <https://autopay.pl/pomoc>.

Annex 5 to the Rules of Procedure
The e-Toll Regulations.
Payment of toll motorway sections under the e-Toll system

§ I

General provisions. Definitions

1. This appendix to the Terms and Conditions ("**e-TOLL Terms and Conditions**") sets out the detailed rules for the Users' use of the e-Toll Service as one of the Services provided by the Company to the Users under Autopay.
2. Capitalised terms used in the Annex shall have the following definitions
 - a. **Motorway** - the motorway (or the section thereof) to which the e-Toll applies, which is carried out and paid for by the User via Autopay under the terms and conditions specified in the in these Terms and Conditions and these e-TOLL Regulations. The list of Motorways supported in Autopay is included on the website: <https://pomoc.autopay.pl/>.
 - b. **Pre-Paid Motorway Ticket** - a type of Motorway Ticket which can only be purchased through the e-Toll system, being a pre-paid ticket within the meaning of Section 37a(9) of the Act.
 - c. **Gateway** - the gateway that enables the User to make e-Toll Transfers through and to the Toll Area specified in the Terms of Service using Autopay.
 - d. **e-TOLL** - a system supervised by the Head of the National Fiscal Administration for collecting tolls 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** - the toll areas, in particular Motorways, within which e-Toll journeys are made. The list of Toll Areas, including Motorways, supported by Autopay is available at https://pomoc.autopay.pl.
 - f. **e-TOLL Fee** - a toll for the toll section of Motorways paid by purchase of a Pre-Paid Motorway Ticket, as defined in particular by the Act, as well as by the Executive Order issued pursuant to Section 37 e(2) of the Act.
 - g. **e-TOLL journey** - a cashless motorway journey, within the toll sections indicated in Autopay, for which the User pays the e-TOLL Fee via Autopay to the Head of the National Tax Administration.
 - h. **Head of KAS** - Head of the National Fiscal Administration, on whose behalf and for whose benefit the Company acts on the basis of a separate agreement for the issuance of Motorway Tickets.
 - i. **e-TOLL Service** - handling the settlement, via Autopay, of e-TOLL Charges for e-TOLL Journeys.
 - j. **Act** - Act of 27 October 1994 on toll motorways and the National Road Fund.

§

General provisions

1. As part of the e-TOLL Service, the User can purchase a Pre-Paid Motorway Ticket.
2. The e-TOLL Service is available from Autopay, via any access channel, with the proviso that via Electronic Banking it is available on the condition that the bank used by the User makes the e-Toll Service available in cooperation with Autopay.
3. The availability of the e-Toll Service may be limited or disabled when the infrastructure or the e-Toll system is unavailable for reasons beyond the Company's control.

4. The Service Provider provides the e-Toll Service and settles the Toll on behalf of the User. e-TOLL on the basis of an agreement concluded with the State Treasury - Head of the National Fiscal Administration, under which the Company is authorised to issue Pre-Paid Motorway Tickets and collect e-TOLL Fees from the User for transfer to the National Fiscal Administration.
5. As part of the e-TOLL Service, the Company undertakes, acting in the name and on behalf of the Head of the National Tax Administration, to issue Pre-Paid Motorway Tickets to Users and to collect the e-TOLL Fee from them.
6. The Company acts as an agent for the Head of the National Tax Administration and is not responsible for the proper provision of the e-TOLL Travel Service.
7. The e-TOLL Service can only be used by Users of Vehicles that are light vehicles (i.e. vehicles with a maximum permissible weight of 3.5 tonnes and motorbikes).
8. These e-TOLL Terms and Conditions apply exclusively to e-TOLL Rides billed outside of the Autopay Fleet Service.

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Purchase of a Pre-Paid Motorway Ticket

1. In order to use the function of purchasing a Pre-Paid Motorway Ticket as part of the e-Toll Service, it is necessary to fulfil the cumulative conditions specified in § VIII, section 2 of the Terms and Conditions, and moreover
 - a. logging the User in to the Account via the access channel used by the User and selecting the option to purchase a Pre-Paid Motorway Ticket,
 - b. completing the necessary data as indicated on the form provided by on Autopay,
 - c. confirm your wish to conclude a Service Agreement in the form of the e-Toll Service by selecting "Order and pay" or equivalent,
 - d. payment of the Fee.
2. The Contract for the e-Toll Service shall be concluded upon payment of the Fee in accordance with paragraph 1(d), provided that the other requirements indicated in paragraph 1 are met
3. The total price of the Pre-Paid Motorway Ticket, which represents the e-Toll, will be shown during the order process and represents the price for one Pre-Paid Motorway Ticket and one e-Toll e-Toll subject to paragraph 8, second sentence below.
4. The e-Toll will be charged using the Payment Method.
5. By concluding the Service Agreement in the form of the e-Toll Service, the Priority User agrees to the provision of the e-Toll Service before the expiry of the period for withdrawal from the Service Agreement as referred to in § X para. 6 of the Terms of Use and acknowledges that the Priority User loses the right to withdraw from the Service Agreement upon the 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 Pre-Paid Highway Ticket purchase process.
7. A Pre-Paid Motorway Ticket can be purchased up to:
 - a. 60 days before the planned start date of the e-Toll, or
 - b. up to 3 days after the completion of the e-Toll.
8. The Pre-Paid Motorway Ticket shall expire at the end of the e-Toll Trip, however, no later than 48 hours from the date and time of the beginning of validity period stated on the Pre-Paid Motorway Ticket, provided that each exit from the Motorway shall not signify termination of the e-Toll Trip. If the User purchases a Pre-Paid Motorway Ticket to drive on a particular section of the Motorway and exits at an earlier exit than declared, the Pre-Paid Motorway Ticket shall not be invalid and the User may re-enter onto the Motorway and continue driving on the remaining sections until the exit declared in the Pre-Paid Motorway Ticket. in the Pre-Paid Motorway

Ticket, within the same Pre-Paid Motorway 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 the Service shall take place immediately upon payment of the e-Toll, in accordance with the terms and conditions indicated in the Rules.
10. The purchased Pre-Paid Motorway Ticket in digital form will be available on Autopay, in the User's Account, with the proviso that if the User uses Autopay as part of Electronic Banking, it may additionally be available by other means, including in particular, it may be sent to the email address indicated on the form.
11. You are entitled to return the Pre-Paid Motorway Ticket you have purchased, provided that the return is made before the scheduled start date and time of the e-Toll.
12. A refund for an unused Pre-Paid Highway Ticket will be made in the manner and in accordance with the terms and conditions indicated in the applicable legislation, including, if available, in such manner and to the same bank account number from which payment for it was made.
13. The Company indicates that the Fee is not collected on certain toll motorway sections. The current list of toll sections and special sections for which the Fee is not charged is available at: <https://etoll.gov.pl/lekkie/ebiletautostradowy/stawki/>.

Annex 6 to the Rules of Procedure
Rules for processing automatic payments at Partner Stations

§ I

General provisions. Definitions

1. This appendix to the Terms and Conditions ("**Appendix**") sets out the detailed rules for Users' use of the Automated Payments Service at Partner Stations, as one of the Services provided by the Company to Users under Autopay.
2. Capitalised terms used in the Annex shall have the following definitions
 - a. **Fleet card** - a card as defined in § 1 of Appendix 2 to the Regulations.
 - b. **Partner** - an entity working with the Company to provide the Service, supplying the fuel or goods or services that are the subject of the Fee to the User, as well as an entity acting as an intermediary in the provision of the same, including the entity that is the issuer of the Fleet Card.
 - c. **Partner Stations** - filling stations belonging to the Autopay acceptance network, a list of which is available at: <https://pomoc.autopay.pl/>.

§ II

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

1. The User can use the Mobile Application to pay for fuel or other goods and services indicated in the Application, offered by the Partner at Partner Stations.
2. In order to conclude the Service Agreement and make automatic payments at Partner Stations, irrespective of the need to fulfil the other requirements indicated in in § VIII.2 of these Terms and Conditions, the User should follow the instructions displayed in the Application, in particular he/she should:
 - a. have the following installed and activated on the Vehicle in respect of which he/she intends to use the Service Mobile Application installed and running on his/her device,
 - b. have the geolocation service enabled on the device referred to in point a. above and allow the Application to access the geolocation data at all times while the User is in the area of the Partner Station,
 - c. log in to your Account on the Application,
 - d. in the case where the User intends to make a Charge for fuel, to select a dispenser number from the list available within the Application, and in the case where the User intends to make a Charge for another good or service, to select the good or service from the list available on Autopay,
 - e. define the maximum amount for which the User intends to make a Charge ("Charge Limit") in order to allow Autopay to block funds on the User's account ("Funds Blocking"),
 - f. confirm your wish to conclude the Service Agreement by selecting the "Order and pay" option or equivalent,
 - g. pay the Fee.
3. The Service Agreement in the form of automatic payments at the Partner Stations shall be concluded upon payment of the Fee in accordance with section 2(g), provided that the other conditions set out in section 2 are met.
4. In the event that Autopay enables the Privileged User to use the Service described in this Appendix, by concluding the Service Agreement in the form of processing automatic payments at Partner Stations, the Privileged User consents to the provision of the Service before the expiry of the time limit for withdrawal from the Service Agreement referred to in § X(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. In order to make it possible to pay for goods and services at the Partner Stations, the Company, after the transaction has been pre-authorised by the User, will temporarily block the Funds in the amount defined by the User in order to secure the funds necessary to pay the Fee. Any amounts blocked in excess of the actual amount of the Fee will be released immediately upon payment of the Fee.
6. The determination of the Refuelling Limit, the Blocking of Funds as well as the payment of the Fee, i.e. the amount due for fuel or other goods or services purchased by the User at the Partner Station, shall be made each time in the currency of the country in which they were purchased.
7. The prices of fuels, goods or services purchased at Partner Stations via the Application are determined by the Partner Stations, in the currency of the country in which they are purchased. In the event that the transaction involves a currency conversion of the amounts due for the purchase of fuels, goods or services at the Partner Stations, the User shall bear the currency conversion charges in accordance with the fee schedule of his/her bank or payment card issuer, depending on the Payment Method used.
8. In the event that the payment of the Fee for goods and services at the Partner Stations is unsuccessful - the User may attempt to pay the Fee again using another Payment Method of his/her choice. In the event that the Fee fails for any reason, the User may purchase goods and services at the Partner Stations on a general basis, i.e. without using the Application.
9. Due to the nature of the Service, the conclusion of the Service Agreement and the commencement of the Service shall take place immediately upon payment of the Fee, in accordance with the terms and conditions set out in the Terms and Conditions.

Annex 7 to the Rules of Procedure
E-Vignette regulations
Rules for the provision of the E-Vignette Service

§ I

General provisions. Definitions

1. This appendix to the Terms and Conditions (the "E-Vignette **Terms and Conditions**") sets out the detailed rules for the use by selected Users of the E-Vignette Service, as one of the Services provided by the Company to Users under Autopay, consisting of the Company acting as an agent for the purchase of an E-Vignette on behalf of and for the User.
2. Capitalised terms used in the Annex shall have the following definitions
 - a. **E-Vignette** - an electronically stored entitlement to use the Ride service, purchased by the Company in the name and on behalf of the User and delivered to the User in electronic form, entitling the User to make a Ride.
 - b. **E-Vignette operator** - the entity or body authorised in the country of transit to issue E-Vignettes and the granting of entitlements arising therefrom.
 - c. **Journey** - a non-cash journey on a road within the scope of toll sections indicated in Autopay, which is validated by means of 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 Regulations, provided to the User by the Company in an automated manner, using the Application or Electronic Banking - provided that the bank cooperating with Autopay, whose Services are used by the User, makes such function available, consisting of acting as an intermediary in the purchase of the E-Voucher in the name and on behalf of the User and handling the process described in the Regulations.

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General provisions

1. The E-Vignette Service Fee consists of: (i) the Service Charge, i.e. the fee for the Service together with including any applicable tax, and (ii) the reimbursement of expenses incurred by the Company on behalf of and for the benefit of the User in the form of the E-Vignette Cost, being the expense incurred by the Company in purchasing the E-Vignette on behalf of and for the benefit of the User and reimbursed to the Company by the User, including the amount paid by the Company for the purchase of the E-Vignette and the currency conversion cost arising when the User makes the Fee 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 each E-Vignette is indicated on Autopay and is specified in PLN or another currency, according to the information available on Autopay.
3. Only Users of Vehicles that are light vehicles (i.e. vehicles with a maximum permissible weight of 3.5 t and motorbikes) may use the E-Vignette Service.
4. For some vehicles it is not possible to use the E-Vignette Service in specific countries. A warning to this effect will appear in Autopay before you use the E-Vignette E-Vignette Service.
5. The Company notes that due to separate regulations for E-Vignettes in different countries, the availability and scope of the E-Vignette Service provided may vary. Please refer to Autopay or to: <https://pomoc.autopay.pl/>.
6. For information regarding the countries for which the E-Vignette Service is possible, please refer to Autopay.

7. The Company declares that the E-Vignettes are purchased in the name and on behalf of the Users from E-Vignette Operators authorised in the respective country to sell E-Vignettes.
8. The Company acts as an intermediary in the process described in the Terms and Conditions, incurring the expenses for the purchase of E-Vignettes on behalf of and for the benefit of the Users.
9. All rights resulting 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 correct execution of the E-Vignette Service, while the E-Vignette Operator is responsible for the correct operation of the infrastructure necessary for the execution of the Journey.
11. The E-Vignette Regulations only apply to Rides that are settled outside the Autopay Fleet service.

§

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

1. In order to conclude the Service Agreement and purchase the E-Vignette, irrespective of the need to fulfil the other requirements indicated in § VIII, section 2 of the Terms and Conditions, the User shall:
 - a. log in to the Account in the Application or Online Banking,
 - b. select the E-Vignette or E-Vignettes from those available on Autopay and specify the duration of the E-Vignette or E-Vignettes, complete the other data required in the purchase form, and
 - c. confirm your wish to conclude the Service Agreement by selecting the "Order and pay" option or equivalent,
 - d. pay the Fee.
2. The Service Contract in the form of the E-Vignette Service shall be concluded upon payment of the Fee in accordance with paragraph 1(d), provided that the other conditions set out in paragraph 1 are fulfilled.
3. The fee will be paid using the Payment Method
4. By entering into the Service Agreement in the form of the E-Vignette Service, the Privileged User agrees to provide the E-Vignette Service before the expiry of the period for withdrawal from the Service Agreement referred to in § X.6 of the Terms of Service 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 possibility to enter a retroactive date on the E-Vignette. Autopay offers the possibility to enter a future or current date on the E-Vignette, however, the possibility to enter a start and end date may be limited and vary in specific countries - so it is indicated in Autopay in each case. In most cases, it is possible to enter a date up to three months in advance.
6. As part of the E-Vignette Service, it is possible to arrange for the Company to purchase an E-Vignette with different validity periods - the types of E-Vignettes and their prices are presented in Autopay.
7. The E-Vignette with the selected date is provided to the User upon correct posting of the Fee, immediately, by the end of the day following receipt of payment at the latest. The service is provided between 6:00 am and 10:30 pm.
8. A detailed settlement of the Fees can be seen on the confirmation, which is sent to the User's e-mail address each time after purchase. If several E-Vignettes are purchased in a single transaction, the total amount to be paid indicated in the order summary includes the Fees in

the number corresponding to the number of E-Vignettes that are the subject of the transaction, due for these E-Vignettes.

9. Due to the nature of the Service, the conclusion of the Service Agreement and the commencement of the Service shall take place E-Vignette Service shall take place immediately after the payment of the Fee, in accordance with the principles indicated in the in these Terms and Conditions.
10. Together with the confirmation referred to in section 8, a confirmation of the E-Vignette order is sent to the User's e-mail address.
11. The E-Vignette can also be downloaded from the "Transaction details" tab in the Application.

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Crossing

1. The basis for an authorised journey is the E-Vignette registration confirmation, which the User has received at the e-mail address assigned to the Account or downloaded from the relevant tab in the Application. It is not necessary to print out the E-Vignette registration confirmation.
2. In order to complete a Journey, the User must use the Service and have the E-Vignette registration confirmation before entering the toll section.
3. In order to download the E-Vignette registration confirmation to your device, you will need an Internet connection to the Internet.
4. During the Journey, the User shall comply with the legal requirements of the country concerned with regard to the visibility of number plates, in particular the User shall not have covered or decorated number plates on the vehicle or have signs, inscriptions or objects on the front or rear of the vehicle which reduce the legibility of the number plates and shall not place number plates on the vehicle other than those structurally intended for this purpose.
5. The user should keep the E-Vignette registration confirmation until the end of the E-Vignette validity period.

Annex 8 to the Rules of Procedure
Rules for purchasing ASFINAG products

§ I

General provisions. Definitions

1. This appendix to the Terms and Conditions ("**Appendix**") sets out the detailed rules for the use of the Autopay function by selected Users in the form of the possibility to purchase ASFINAG Products on Autopay and to conclude the Contract and purchase ASFINAG Products.
2. Capitalised terms used in the Annex shall have the following definitions
 - a. **Fee** - the amount payable by the User to ASFINAG under the Contract, collected on Autopay, representing the price of the ASFINAG Product(s) subject to the Contract. The Fee for the individual ASFINAG Product(s) is indicated on Autopay and is specified in PLN or other currency, according to the information available on Autopay.
 - b. **Trip** - a non-cash road trip within the Autopay-designated toll road sections on the territory of the Republic of Austria, which is legalised with the ASFINAG Product, the formal requirements of which are determined 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 Annex and its integral part, the terms and conditions for the sale of ASFINAG Products by ASFINAG, which sets out in detail the rights and obligations of the parties to the Contract, i.e. the User and ASFINAG.
 - d. **Contract** - the contract entered into on Autopay between the User and ASINAG, on whose behalf and for whose benefit the Company acts, on the basis of acceptance of the Terms and Conditions and the ASFINAG Regulations, whereby the User acquires the ASFINAG Product(s) on the terms and conditions indicated in the Terms and Conditions and the ASFINAG Regulations. The ASFINAG Terms and Conditions and the ASFINAG Regulations shall form an integral part of the Contract.

§ II - General information

1. The seller of ASFINAG Products available on Autopay is ASFINAG, for and on whose behalf the Company acts.
2. Within the framework of the Contract, it is possible for selected Users to purchase various types of ASFINAG Products with different validity periods. The ASFINAG Products that can be purchased via Autopay are indicated in detail on Autopay together with the Fee due for the ASFINAG Product.
3. The purchase of the ASFINAG Product(s) and the conclusion of the Contract shall be subject to acceptance of the Terms and Conditions together with the Annex, including the ASFINAG Terms and Conditions.
4. The Contract is concluded in accordance with the terms and conditions set out in this Annex and the ASFINAG Regulations, attached as Annex 1 to the Annex.
5. Upon conclusion of the Contract, the Service Contract for enabling the purchase of an ASFINAG Product via Autopay is concluded between the User and the Company.

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General provisions for ASFINAG products on Autopay

1. Only users of Vehicles which are light vehicles (i.e. vehicles with a maximum permissible gross vehicle weight of 3.5 tonnes and motorbikes) can benefit from ASFINAG Products.

2. For some Vehicles, it is not possible to use ASFINAG Products in particular countries. A warning to this effect will appear in Autopay before the Contract is concluded.
3. Information on the countries as to which the Agreement may be concluded can be found at: <https://pomoc.autopay.pl/>.
4. The conclusion of the Agreement and the acquisition of ASFINAG Products are available in the Application and in E-Banking.
5. The Company declares that it acts for and on behalf of ASFINAG when selling ASFINAG Products.
6. All rights arising from the possession of an ASFINAG Product purchased on Autopay are granted to you by ASFINAG.
7. The Company is responsible for the correct operation of Autopay, including functionality in the form of enabling the purchase of an ASFINAG Product on Autopay, while ASFINAG is responsible for the correct operation of the infrastructure necessary for the conclusion of the Contract, owned by ASFINAG, and the execution of the Ride.

§ IV

Conclusion of Contract. Purchase of ASFINAG Product(s).

1. In order to conclude the Agreement and acquire an ASFINAG Product other than Flex digital stub fees, irrespective of the need to fulfil the requirements indicated in § VIII, section 2 of the Terms and Conditions - with the proviso that the requirements indicated in § VIII para. 2 c. and d. may be for this Service by indicating the relevant data in the ASFINAG Product purchase form referred to in point c. below - the User should:
 - a. log in to the Account in the Application or to e-Banking,
 - b. select the ASFINAG Product(s) from those available on Autopay and specify the validity period of the product(s) (if applicable), and
 - c. if applicable, complete the purchase form with other data necessary for the conclusion of the Service Agreement, and
 - d. confirm your purchase by selecting the purchase option ("Order and pay" or equivalent),
 - e. pay the Fee.
2. The Contract shall be concluded upon payment of the Fee in accordance with paragraph 1, item e. above, provided that the other conditions set out in paragraph 1 are fulfilled.
3. The detailed settlement of the Fees is shown on the confirmation or invoice issued on request of the User, which are sent to the User's e-mail address assigned to the Account, each time after the purchase. In the case of the purchase of several ASFINAG Products in a single transaction, the total amount to be paid indicated in the order summary includes the Fees in the number corresponding to the number of ASFINAG Products that are the subject of the transaction, due for these ASFINAG Products.
4. Due to the nature of the ASFINAG Product referred to in Paragraph 1, the conclusion of the Contract shall take place immediately upon payment of the Fee, in accordance with the Rules.
5. For the selected ASFINAG Products indicated in Autopay, it is necessary to select the initial expiry date of these ASFINAG Products. Autopay does not offer the possibility to enter a retroactive date on the selected ASFINAG Product(s). Autopay offers the option to enter a future or current expiry date on the ASFINAG Product(s). Information on available ASFINAG Product(s) is included in Autopay.
6. The ASFINAG Product purchased by the User shall be transferred to the User without delay, at the latest by the end of the day following receipt of payment.
7. Together with the confirmation or invoice referred to in paragraph 3, a confirmation of the order of the ASFINAG Product is sent to the User's e-mail address.

8. After the purchase of an ASFINAG Product, the User is entitled to make changes to this ASFINAG Product free of charge, to the extent of the vehicle registration number or the initial expiry date of the ASFINAG Product specified during the purchase process, provided that - depending on the type of ASFINAG Product and what is applicable in each case:
 - a. if applicable, the shelf life of this ASFINAG product has not yet started or
 - b. if no expiry date is indicated for this ASFINAG Product - the ASFINAG Product has not yet been used.

In order to make changes to the ASFINAG Product, the User can use the corresponding function in Autopay. For this purpose, the User is required in the first step to enter data enabling the verification of the User and the ASFINAG Product he/she wishes to change.

9. In order to conclude the Contract and purchase the ASFINAG Product in the form of a digital Flex stub fee, irrespective of the need to comply with the other requirements indicated in § VIII section 2 of the Terms and Conditions, the User shall activate the digital Flex stub fee service using the relevant Autopay function.
10. In the case of a Contract for the purchase of an ASFINAG Product in the form of a digital Flex Fee, payment of the Fee shall be made automatically, each time during the term of the Contract, from the Payment Method, immediately after the completion of the Journey covered by this Contract.
11. Confirmation of the conclusion of the Contract for the purchase of an ASFINAG Product in the form of a digital Flex Fee is sent to the User immediately after the conclusion of the Contract. The details of the Fee for a Journey made during the term of the Contract for the purchase of an ASFINAG Product in the form of a Flex digital toll amount shall be shown on the Certificate of Journey or the invoice issued on the User's request, which shall be sent to the User's e-mail address assigned to his/her Account every time after the conclusion of the Contract. These shall be sent to the e-mail address of the User assigned to his/her Account every time a journey covered by this Contract has been completed.
12. In the case of the execution of a Journey within the scope of the Contract for the purchase of an ASFINAG Product in the form of a digital Flex Toll, the User is obliged to comply with the rules for the execution of such Journeys established by ASFINAG, including in particular the entering of toll sections via the respective toll plazas

§ V

Crossin

1. The basis for the authorised Passage is the ASFINAG Product registration confirmation, which the User has received at the e-mail address provided by the User at the time of purchase. It is not necessary to print out the ASFINAG Product registration confirmation.
2. In order to carry out a Journey, the User must have confirmation of registration of the corresponding ASFINAG Product before entering the toll section.
3. An Internet connection will be required to download the ASFINAG Product registration confirmation to the User's device.
4. During the Journey, the User shall comply with the legal requirements for the visibility of number plates, in particular, the User shall not have covered or decorated number plates on the vehicle or have signs, inscriptions or objects on the front or rear of the vehicle which reduce the legibility of the number plates and shall not place number plates on the vehicle other than those structurally intended for this purpose.
5. The user should keep the ASFINAG Product registration confirmation until the end of its validity period.

§ VI

Complaints

1. The User is entitled to lodge a complaint, in particular in the event of the malfunctioning of Autopay or the improper performance of the Agreement. The rules for lodging complaints concerning the operation of Autopay are set out in the Terms and Conditions, and those concerning the Agreement are indicated in the ASFINAG Terms and Conditions.

§ VII

Validity of the Agreement and withdrawal from the Agreement

1. The contract is concluded via Autopay, for a period of time:
 - a. the designated period of time necessary for its execution, if it concerns ASFINAG Products other than Flex digital stub tolls, or
 - b. indefinite - if applicable to the ASFINAG Product in the form of a digital Flex slip charge.
2. The rules for termination of the Agreement referred to in paragraph 1.b. are set out in the ASFINAG Rules and Regulations, attached as Appendix 1 to the Annex.
3. The User who has the status of a consumer within the meaning of the ASFINAG Regulations has the right to withdraw from the Contract. The principles of withdrawal from the Contract, the manner of exercising this right and the consequences of exercising the right of withdrawal by the consumer are set out in the relevant sections of the ASFINAG Regulations, attached as Appendix 1 to the Annex.

§

provisions

1. The law applicable to the Contract shall be the law indicated in the wording of Section 15.1 of Schedule 1 to the Annex - ASFINAG Regulations.
2. Annex 1 to this Annex - ASFINAG Regulations - forms an integral part of this Annex.

Annex 1 to Schedule 8 to the Regulations - ASFINAG Regulations

GENERAL TERMS AND CONDITIONS OF USE ("GTS") concerning the purchase of electronic vignettes and electronic section tolls

Status as at: 21.06.2023 r.

1. General information

- 1.1. In the case of the purchase of electronic vignettes and electronic section tolls, a purchase contract is concluded between ASFINAG and the customer. ASFINAG is a public limited company incorporated 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, e-mail office@asfinag.at; commercial register number and court of registration: FN 92191 a, Commercial Court Vienna; UID ATU number 43143200; company objects: The financing, design, construction and maintenance of federal roads, including the necessary and suitable infrastructure for this purpose, the collection of time- and mileage-based tolls from users of these roads, and the handling of liabilities incurred by the Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft with the approval of the Federal Minister of Finance, insofar as they have been contracted for the design, construction and maintenance of federal roads, the use and administration of areas which do not directly serve traffic, as well as land and buildings transferred to the ownership of the Autobahnen- und Schnellstraßen- Finanzierungs-Aktiengesellschaft on the basis of the Federal Act on the Transfer and Transfer of Federal Roads (Art. 5 of the Federal Highway Transfer Act), as well as the implementation of parts of the operational programmes in the system for digital traffic control devices; applicable commercial or professional regulations: ASFINAG Act, ASFINAG Powers of Attorney Act 1997, Federal Toll Act including special road financing regulations (Arlberg - Highway Financing Act, Federal Innsbruck-Brenner Motorway Financing Act, Karawanken Motorway Financing Act, Pyhrn Motorway Financing Act and Tauern Motorway Financing Act), Vignette Price Regulation and Toll Regulations.
- 1.2. The right of use for all motorways and expressways in Austria has been transferred to ASFINAG by a contract on the use of things concluded on the basis of the ASFINAG Powers of Attorney Act 1997. 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 GTCs. The Federal Toll Act (Bundesstraßen-Mautgesetz, BStMG) regulates the payment of time-dependent or section-dependent tolls for single-track motor vehicles and multi-track motor vehicles with a maximum permissible weight of up to 3.5 tonnes. The purchase of an electronic vignette or electronic stretch toll is possible by registering the registration number in the toll system.
- 1.3. The purchase of an electronic vignette or electronic section toll is a legal obligation. The purchase is made exclusively on the basis of these GTCs, the documents incorporated by reference and the statutory regulations. Other conditions - in particular purchase conditions or similar customer conditions - are excluded.

2. Electronic vignette or electronic toll slip

- 2.1. According to the toll regulations, the start of validity of a 10-day vignette can be freely chosen during the current and, if already available, the following vignette year (from 1 December to 30 November of the following year) according to the respectively applicable

toll tariff. If the start of the contract is chosen within the 14-day withdrawal period, the purchaser must confirm the start of the contract before the end of the withdrawal period.

- 2.2. The electronic section fee is available as a single journey. In the case of a single journey, the purchaser must confirm immediate validity.

3. Electronic vignette purchase by consumers

- 3.1. A consumer is a person who purchases an electronic vignette and the purchase is not part of his/her business activity or the person does not declare himself/herself as an entrepreneur in the purchase process (see section 5). An entrepreneur is any sustainable organisation dedicated to independent economic activity, even if not for profit; legal entities under public law are always considered entrepreneurs. The purchase of an electronic vignette by an individual prior to the commencement of an entrepreneurial activity, but with the aim of creating the conditions for it, is not yet part of the aforementioned activity.
- 3.2. Upon completion of the purchase process, the purchaser will immediately receive a confirmation of the purchase declaration or an order confirmation of the purchased e-vignette(s) to the e-mail address provided by the purchaser. The e-mail to the purchaser also contains the applicable GTCs, including the model withdrawal form for consumers (see also section 4) and the invoice.

4. Consumer's right of withdrawal from the purchase of an electronic vignette

- 4.1. Under toll legislation, consumers have the right to withdraw from the purchase of an electronic vignette through a distance transaction within fourteen days, without giving any reason. The withdrawal period begins on the day of purchase.
- 4.2. In order to exercise the right of withdrawal, the consumer must inform ASFINAG of his decision to withdraw from the purchase in the form of an unequivocal statement (e.g. e-mail to kontakt@autopay.pl, letter sent by post, fax). The declaration of withdrawal can be made informally. Consumers may use the model withdrawal form at the end of the GTC for this purpose, but this is not obligatory. The withdrawal period is observed if the declaration of withdrawal is sent before its expiry. Please indicate the identifiers of the products to which you are withdrawing, so that the corresponding withdrawal declaration can be processed quickly and efficiently.
- 4.3. In order to be able to process your declaration of withdrawal as quickly and efficiently as possible, the Company requests you to send your declaration of withdrawal electronically if possible to kontakt@autopay.pl with your details in accordance with the model withdrawal form at the end of these GTCs.
- 4.4. In the event of a timely withdrawal, all payments made by the consumer, less an amount which, in comparison with the total price agreed in the contract, corresponds proportionately to the services provided by the trader up to the time of withdrawal, will be reimbursed without delay and at the latest within 14 days after receipt of the withdrawal declaration, with reimbursement being made by the same means of payment as the consumer used for payment.

5. Purchase of electronic vignettes by entrepreneurs

- 5.1. See general information on purchasing an electronic vignette in section 2.

- 5.2. Entrepreneurs confirm their entrepreneurial status during the order process. By doing so, the entrepreneur confirms that he/she is purchasing the e-vignette(s) as part of his/her entrepreneurial status. The entrepreneur is not entitled to withdraw from the contract in accordance with para. 4.

6. Purchase of electronic toll stubs by consumers

- 6.1. See general information on the purchase of an electronic sectional charge at a distance in section 2.
- 6.2. The definition of the consumer, also in relation to the electronic section fee, is given in section 3.1.
- 6.3. For the purchase of an electronic stub toll by consumers, the provisions set out in point. 3, with the following specific regulations for the electronic section fee:
- In the case of the purchase of a single journey, the consumer declares, by ticking the relevant checkbox, his or her explicit wish that the journey may start immediately, in particular before the expiry of the withdrawal period (see point 7). In this way, the consumer can start the single journey immediately and thus take full advantage of it. Once the single journey has started / has passed through the toll station, there is no longer any right of withdrawal.

7. Consumer's right to withdraw from the purchase of an electronic episode fee

- 7.1. The consumer has the right to withdraw from the purchase of the electronic episode fee within 14 days without stating a reason. The withdrawal period begins on the day of purchase.
- 7.2. **The right of withdrawal shall not apply in** accordance with para. 6.3 in the case of **individual journeys** which have been fully used by the consumer within the withdrawal period.
- 7.3. In other cases, the right to waive the purchase of an electronic toll slip is subject to the provisions of section 4.

8. Purchase of electronic tolls by businesses

- 8.1. See general information on the purchase of electronic sectional tolls in section 2.
- 8.2. Traders confirm their trader status during the order process. By doing so, the entrepreneur confirms that he/she is acquiring the electronic stub fee as part of his/her entrepreneurial status. However, the entrepreneur shall not be entitled to withdraw from the contract in accordance with para. 7.
- 8.3. In other cases, the regulations on consumers contained in para. 6 shall apply mutatis mutandis to traders.

9. FLEX electronic section fee

- 9.1. Condition for using the Flex option

Registration is required to use the Flex variant offered by the Company. Registration can only be carried out by the owner of the registration certificate (hereinafter referred to as "customer") belonging to the vehicle registration number (or several vehicle registration numbers) to be registered. Once the vehicle has been registered, the registration number provided by the customer is activated in the Flex system.

9.2. Pricing and late payment

The price of the section charge is due according to the tariff in force at the time of use of the section subject to the section charge. Payment of the price shall be made automatically using the payment method saved on the customer's account at the time.

The customer undertakes to pay the toll in accordance with the applicable tariff for the respective section. All tariffs for individual toll route sections can be found at <https://www.asfinag.at/>. Only the single-trip tariffs valid at the time of use of the tolled route sections apply. These are the final prices and include the relevant statutory VAT.

Charging and invoicing takes place as soon as the chargeable section has been driven.

It is the customer's responsibility to ensure that his or her payment method is valid and that there are sufficient funds in his or her account.

In the event of a failed or rejected charge, the customer will be immediately blocked in the Flex system and their registration number(s) will be removed from the vignette purchase charge records.

The Customer expressly agrees that notification by e-mail is the only form of notification from the Company. The Customer undertakes to check his/her e-mail account regularly.

9.3. Responsibility

The customer is responsible for the accuracy of the data he/she has provided, in particular for the accuracy of the vehicle registration number (or several vehicle registration numbers). Any incorrect information is to be charged to the customer.

Customers who authorise others to make paid journeys on their billing account, for example by providing their own car, are responsible for any liabilities incurred in this way and indemnify the Company against lawsuits and damages.

The customer shall be liable, irrespective of fault, for any liability or inconvenience arising from the use of his customer account by a third party.

9.4. The consumer's right to withdraw from the purchase of the Flex e-toll

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

In the course of registering for Flex, the customer calls on the "concessionaire" to ensure the immediate use of the purchase of single journeys from the Flex variant, at the same time confirming within the meaning of section 10, section 18(1)(1) of the Federal Act on Distance and Off-Premises Contracts (FAGG) that it has no right of withdrawal if a single journey is called up and used (with the start of the single journey) in Flex.

In order 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 his or her decision to withdraw from the purchase in the form of an unequivocal statement (e.g. e-mail to kontakt@autopay.pl, letter sent by post, fax). The declaration of withdrawal may be made informally. Consumers may use the model withdrawal form at the end of the GTC for this purpose, but this is not obligatory. The withdrawal period is observed if the declaration of withdrawal is sent before its expiry. Please indicate the identifiers of the products to which you are withdrawing, so that the corresponding withdrawal declaration can be processed quickly and efficiently.

10. Public register of vignette purchase fees

- 10.1. The register of tolls for the purchase of vignettes is a public register in which any person can check whether an electronic vignette / electronic sectional toll has been purchased for a specific vehicle (registration number) with a specific validity period and whether this vehicle is therefore allowed to drive on federal roads (motorways and expressways). This verification option corresponds to a visual check of the vehicle's entitlement to use 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 allowed to drive their vehicle on federal roads.
- 10.2. Anyone can therefore enter the registration number in ASFINAG's Vignette Purchase Charge Register (<https://evidenz.asfinag.at/>) and check online free of charge whether the vehicle in question has an electronic vignette or electronic stretch toll and for how long they are valid.

11. Warranty and indemnity for purchase

- 11.1. With regard to consumers, the general statutory warranty provisions set out in §§ 922 to 932a of the Austrian General Civil Code ("ABGB") apply.
- 11.2. In addition, the duty to inspect and the duty to complain about defects pursuant to Section 377 of the Austrian Commercial Code ("UGB") applies to entrepreneurs.
- 11.3. Liability for damage caused by slight negligence is excluded for both consumers and entrepreneurs, whereby the exclusion of liability does not apply to personal injury, mandatory liability provisions and, in the case of consumers, also to breaches of major contractual obligations. With regard to entrepreneurs, liability in the case of gross negligence is further limited to actual damage, whereby the above-mentioned exceptions to the exclusion of liability apply here as well.

12. Ban on the resale of products related to electronic charges

- 12.1. Commercial resale of the electronic vignette and/or the electronic section toll without the express permission of ASFINAG is prohibited.

13. Information on data processing

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

14. Information on complaints and dispute resolution for consumers

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

15. Choice of applicable law for consumers and traders and place of jurisdiction for traders

- 15.1. Austrian law alone shall apply to the exclusion of conflict of law 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 an electronic stretch toll, who is a consumer, in the mandatory rights of his home country.
- 15.2. If the purchaser of an electronic vignette and/or electronic section toll is not a consumer, the exclusive court of jurisdiction for all claims and disputes arising out of and in connection with this legal relationship and its settlement shall be the court with jurisdiction for the first district in Vienna, Austria.

16. Salvatory clause for entrepreneurs

- 16.1. The following clause shall apply to entrepreneurs, 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 comes as close as possible to the economic sense and purpose of the invalid or unenforceable provision. The same applies to any gaps.

Annex 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 stub toll, please complete this form and return it - **possible but optional** - by email:

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

E-mail: "kontakt@autopay.pl"

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

Vehicle registration number and state of registration: _____

Product identifier: _____

Name of consumer(s): _____

Address of consumer(s): _____

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

Date: _____.

() Delete as appropriate.*

Annex 9 to the Rules of Procedure
Autopay price list

Account Access/Service:	Subscription/remuneration:
Access to the Individual Account:	Free.
Access to the Company Account:	Information on the current Subscription is available on the Service and on the website: https://mobility.autopay.pl/cennik .
Selected Services in the case of a Company Account	The list of Services and information on the current Remuneration rate pursuant to § VIII para. 16 of the Terms and Conditions are available on the Website and at: https://mobility.autopay.pl/cennik .
Selected Services in the case of an Individual Account	Information on the current rate of Remuneration pursuant to § VIII para. 15 of the Regulations is available in the Application and on the website: https://mobility.autopay.pl/cennik .