



# OMV SmartPass Terms & Conditions

Valid from 01.08.2026

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## 1. SCOPE

1.1. OMV International Services GmbH, Trabrennstrasse 6-8, 1020 Vienna ("OIS") and OMV Slovensko, s.r.o., 851 01 Bratislava, Einsteinova č.25 ("OMV") provide the OMV SmartPass Service to its customers holding an OMV Card with Routex Function ("OMV Card") for the latter to settle its toll payment obligations in various countries.

1.2. By having submitted an application for OMV SmartPass Service ("OMV SmartPass Application") the customer confirms that it has received, and agrees to be bound by, these Terms and Conditions (as amended from time to time in accordance with clause 11.2. of the General Terms and Conditions for OMV Cards with ROUTEX Function ["GTC", which GTC shall apply in addition to these Terms and Conditions]) in accordance with its terms and agrees to the terms of processing of personal data in accordance with clause 13 hereof. Upon (express or implied) acceptance of the OMV SmartPass Application by OMV and OIS, as set forth in said Application, a contract regarding the use of the OMV SmartPass Service comes into force between such accepted customer ("Customer" or "Client") and OMV and OIS (together the "Parties" and each of them a "Party") consisting of the OMV SmartPass Application, the OMV SmartPass Order Form and these Terms and Conditions, which shall jointly constitute the "OMV SmartPass Contract". Any general terms and conditions of the Customer shall not be applicable unless OMV and OIS expressly accept such terms and conditions in writing.

## 2. DEFINITIONS

2.1. "Blocked Status": means that a Device is in suspension/non-authorization/non-validity status and, therefore, cannot perform Transactions;

2.2. "Concessionaire": means the entity responsible for the management of a road and/or motorway Network that exercises the right to levy the tolls and/or taxes and/or payments due for its use;

2.3. "Management Entities": means the entities responsible for the operation of Networks such as parking lots, ports or similar areas that exercise the right to levy the payment due for their use;

2.4. "Networks": means the road and/or motorway network and/or infrastructure and/or parking lots and/or similar areas covered by the OMV SmartPass Service, the use of which is subject to specific terms and conditions as provided by the Concessionaires/Management Entities;

2.5. "OMV SmartPass Device", "Device", "OBU" or "On-board Unit" (may also be referred to as "Telepass SAT", "Telepass", "Arianna2", "SAT K1", "K1" or "Telepass for Italy"): means devices or technology which allow access to the OMV SmartPass Service. These devices allow the exchange of information between the automatic detection systems of the Networks and Telepass systems, allowing the identification and transit of Vehicles of the Customers. Overview of devices and availability of Services per device is included in Annex 2. Unless otherwise defined, all references to any of these definitions are applicable for any type of device, which is in scope of the present OMV SmartPass Terms & Conditions;

2.6. "OMV SmartPass Service(s)" or Service(s): shall mean, all electronic toll/fee collection services offered by OMV in cooperation with Telepass in the different Networks through the Devices which the Customer has requested to be activated, which allow identification and authorization of Vehicles in order for the same to access roads, motorways, areas, structures, infrastructures and mobility services and charging of the relevant tolls/fees/other;

2.7. "Telepass": means toll payment service provider Telepass S.p.A. with its registered office at Via Laurentina 449, 00142, Rome, Italy.

2.8. "CONSORZIO Italia Negometal" (shortly "CONSORZIO"): means a consortium providing transport related services in Italy with its registered office at via Giolitti n. 55 - 10123 Torino (TO), Italy.

2.9. "Self Test Tool": online platform where the Customer shall verify the installation of the K1 OBU.

2.10. "Terms and Conditions of the Network": means the terms and conditions of usage of each Network, included in each Annex (in certain cases by reference to the relevant internet websites where such terms and conditions are available);



2.11. "Transactions": means any transaction (e.g. payment of tolls/taxes/fees for the use of the Networks and/or the purchase of services related to transport, etc.) made by using a Device associated with a Vehicle linked to a Customer;

2.12. "Vehicles": means all means of transport (automobiles, heavy goods vehicles or lorries). Limitations for the use of the Devices on certain categories of Vehicles are set in the respective Terms and Conditions of the Networks.

### 3. ORDERING

3.1. In order to be able to use the Services the Customer also has to fill out and submit to OMV/OIS the OMV SmartPass Order Form which includes the ordering of OBUs that shall be associated to OMV Cards of the Customer, so OMV can sign up the Customer for OMV SmartPass Service(s) at Telepass. Before submitting the order, the Customer shall review the availability of its credit limit in light of its estimated OMV SmartPass turnover with its OMV account manager (for credit limit clause 9 is applicable). The Customer agrees and acknowledges that each OBU must be associated with an OMV Card and a specific Vehicle and its respective number plate. As part of the ordering the Customer also requests activation of the respective OMV Cards for the purchase and processing of tolls for OMV SmartPass Service in post-pay mode.

3.2. The Customer shall provide OMV with all the necessary documents required for processing the order, e.g. current excerpt from the company register, vehicle documents in the required form (e.g. as originals, copies, certified copies).

3.3. The Customer shall provide OMV the vehicle registration document and all other documents that prove the data needed for the registration. The following documents are accepted as proof: vehicle registration, certificate of conformity, manufacturers' plate, CEMT document.

3.4. OMV can only process the order and thus provide the OMV SmartPass Service, incl. delivery of the Devices, if the Customer provided all required documents in the required form and available credit limit is sufficient for estimated OMV SmartPass turnover (for credit limit clause 9 is applicable) and the Customer's cards are not blacklisted, blocked or cancelled.

3.5. The Customer confirms the correctness of the data and bears the full responsibility for any discrepancies and any penalties imposed by the toll operators due to such discrepancy. Neither OMV/OIS, nor Telepass shall be held responsible for any incorrect data provided by the Customer and payment of any penalties imposed as a result thereof and any such penalties shall be ultimately charged to and be payable by the Customer. The Customer shall promptly notify OMV in writing of any changes to its contact details, company or vehicle data (in particular license plate number and EURO emission class).

3.6. OMV signs up the Customer for the OMV SmartPass Service(s) at Telepass upon the data and documents provided by the Customer as per the preceding clauses 3.1-3.5. Based on that Telepass will customize the Device(s). OMV is acting as a data processor according to Art. 4 GDPR in this regard (more details can be found under clause 13.3.).

3.7. When receiving the Device(s), the Customer shall perform a visual inspection and inform OMV promptly, but no later than five (5) Business Days from their receipt, about any evident damage/anomaly found.

3.8. The Customer acknowledges that the received OBU is active and agrees the Customer shall be liable for all transactions done after receipt of the OBU and its correct installation in the vehicle, which is the sole responsibility of the Customer. The Customer accepts liability for any double charging of toll transactions with another on-board unit, which is located in the vehicle, and shall ensure that a second on-board unit is properly switched off (depending on the specifications of the respective manufacturer) or is removed from the vehicle.

3.9. The Customer acknowledges and agrees that it shall comply with the instructions of the installation of the Device as stipulated in its installation manual.

3.10. The Customer acknowledges and agrees that, in case of installation of Telepass SAT K1 OBU, it shall run the Self Test Tool, as described in the Device's installation manual, to verify the correctness of the installation before start using the Device. The Customer assumes liability of any potential anomalies and fines in case of incomplete or unsuccessful verification of the Device's installation thru Self Test Tool.



## 4. USAGE

### 4.1. The Customer acknowledges and agrees that:

- a) the Devices are the property of Telepass and are provided under this OMV SmartPass Terms and Conditions by way of loan, the Customer is therefore liable for their custody;
- b) it shall comply with the obligation to keep and use the Devices with care and diligence, and according to the provisions of this OMV SmartPass Terms and Conditions. Any use of the Devices in an irregular manner and/or for unlawful purposes is expressly prohibited;
- c) the Devices shall be used within each Network in compliance with the relevant version in force of the Terms and Conditions of the Networks as well as any operating instructions related to them;
- d) it shall be liable vis-à-vis OIS, OMV, Telepass, the Concessionaires and/or the Management Entities, for the improper and/or unlawful and/or fraudulent use of the Devices and/or for the improper and/or unlawful and/or fraudulent use of the OMV SmartPass Service;
- e) should OMV/OIS become aware that a Customer is using a Device and/or the OMV SmartPass Service in an improper and/or unlawful and/or fraudulent way, OMV/OIS is entitled to interrupt the unauthorized use by blocking the respective Devices, also in respect to only some and not all the OMV SmartPass Services in the different Networks or, in OMV/OIS's sole discretion, by blocking all devices issued to the Customer;
- f) any amounts due from Transactions made with misuse and/or unlawful use and/or fraudulent use of the Devices and/or the OMV SmartPass Service and/or sanctions/damages/penalties applied to Telepass or OMV/OIS as a result thereof shall be charged to the Customer and discounts/rebates granted by the Concessionaires/Management Entities and connected to the use of the respective Devices may not be applied;
- g) the Devices will be used according to the instructions provided with the Device (Operating instructions), in particular the Customer shall act in accordance with the statuses of the LEDs, sound signals of the Device, messages displayed on the screen of

the Device and messages in the Telepass Truck mobile app (as applicable upon the Operating instructions of the particular Device). Any fines, imposed due to ignoring such warnings, shall be borne by the Customer;

- h) it is its responsibility that users of the Devices (vehicle drivers) will get documents and instructions to comply with them as stipulated in the previous point;
- i) it shall check the OBU before using it for toll collection as stipulated in its Operating Instructions, particularly the status of the OBU, its LED, the activated Networks and the vehicle parameters (actual number of axles and weight).

4.2. SAT K1 device shall be operated either through the Device itself (i.e., vehicle data change, language setting, access to active services, license plate number and vehicle data) or in connection with Telepass Truck App. In the latter case, the user shall download the mobile application on mobile device (smartphone or other) and set/modify the information of the Vehicle on the Device (as per Terms and Conditions in Annex 19).

4.3. Neither OMV, nor Telepass will be responsible for interruptions, suspensions or limitations in the supply of OMV SmartPass Services caused by:

1. failed and/or limited function of the satellite constellation service (that enable Vehicle localization) or of the mobile telecommunication network, (GSM, GPRS, UMTS etc.) or of the land line;
2. failed and/or limited availability on the territory of GSM/GPRS cellular network cover.

4.4. In the cases defined in clause 4.3. OMV will assist the Customer with all reasonable efforts to avoid or mitigate application of fines by the Concessionaires.

## 5. LOSS/THEFT OF THE OBU

5.1. Loss/theft of the Device must be reported to OMV immediately and in writing stating the OMV customer number, the OMV Card number, OBU ID and the license plate number associated with the Device. In addition, the Customer shall provide the police report on the loss/theft in copy, upon request from OMV. After receiving the claim for loss or theft from the Customer, OMV will block the Device(s) within one (1) Business Day.



The costs incurred for the loss/theft of the Device shall be borne by the Customer. The obligation of timely payment of the card statement is not affected by this.

5.2. The Customer acknowledges and agrees that OMV/OIS reserves the right to charge the amounts due for the Transactions made with the Devices declared stolen/lost for the first forty-eight (48) hours from the blocking made by OMV as defined in clause 5.1.

5.3. Following the filing of the claim about loss/theft it will not be possible to re-activate the respective Device. Should the Device in question be found, it has to be returned to Telepass according to clause 12.4.

5.4. For failure to return any stolen/lost Device, the Customer will be charged with the amount indicated in the valid list of "International services and surcharges" as indemnification.

5.5. The Customer may request the substitution of the lost/stolen Device(s) with providing the data requested by OMV (e.g. OBU ID or license plate number).

## 6. MALFUNCTIONING

6.1. The Customer acknowledges and agrees that:

- a) in case of malfunctioning of a Device, the Customer may and will use the services available on the Networks pursuant to the Terms and Conditions of the Networks;
- b) the Customer shall inform OMV on the malfunctioning Device(s) without unjustified delay and may request the substitution of the malfunctioning Devices with providing the data requested by OMV (e.g. OBU ID or license plate number). If the Customer requests the replacement of the malfunctioning Device(s), this/these Device(s) cannot be used anymore for toll payment, except in the French and Spanish Networks (for TIS-PL and VIA-T services; i.e., until the new Device is delivered) by following the procedure described under "What should you do if there is a problem?" in the respective Annexes;
- c) following a notice pursuant to the preceding letter b), the Customer shall, at its own expense, return the malfunctioning Devices according to clause 12.4. within twenty (20) calendar days following said notice or, in case of a Device,

which is kept for use in the French and Spanish Networks, within twenty (20) calendar days following receipt of the new Device;

- d) in case of failure to return the malfunctioning Devices to Telepass within the term indicated under the preceding letter c), the Customer shall pay the penalty provided for in the valid list of "International services and surcharges";
- e) all the amounts due from Transactions made using the Devices declared as malfunctioning until their return to Telepass will be charged to the Customer.

6.2. The condition of the Devices returned for malfunctioning will be examined by Telepass in good faith. In case the responsibility for the malfunctioning of the Devices is, based on objective and sound technical examination of the Device, attributed by Telepass to the Customer, the penalty provided for in the valid list of "International services and surcharges" will be charged to the Customer, as well as all costs for its repair and damages caused by it.

## 7. TEMPORARY BLOCKING OF THE DEVICES

7.1. In case of the following events OMV preserves the right to temporary block a) all the Devices of the Customer, or b) single Device(s) of the Customer:

- The Customer fails to make full payment of its invoices and debit notes in due time according to clause 4 of the GTC.
- The Customer has exceeded its total credit limit or has not replaced collateral or provided additional collateral requested by OMV /OIS pursuant to clause 9.1.

7.2. The Customer acknowledges and accepts that the coming into effect of the Blocked Status entry depends upon the Concessionaires and/or the Management Entities, therefore, neither OMV/OIS, nor Telepass can be held liable for possible delays in the coming into effect of the blocking of the Devices.

7.3. During the period of temporary blocking, OMV/OIS shall not charge to the Customer any amount related to the Transactions made using the Devices in Blocked Status. Nevertheless, it is understood and agreed between the Parties that OMV/OIS may charge all the



amounts related to the Transactions made before the actual coming into effect of the Blocked Status entry as well as the monthly fees due for the period of temporary blocking.

7.4. The Customer acknowledges and agrees:

- a) the temporary Blocked Status may extend to a maximum of thirty (30) calendar days.
- b) in case the Device(s) will be unblocked, OMV/OIS will charge all the amounts related to the Transactions made using the Devices during the temporary Blocked Status, but not Transactions which were generated later than 48 hours after the request to put the Device into Blocked Status was confirmed by Telepass. Exceptions to the rules set herein, if any, are set in the relevant Annexes;
- c) in case the Device(s) will not be unblocked within the term indicated under the preceding letter a): 1) OMV/OIS will not charge the amounts related to the Transactions made using the Devices during the temporary Blocked Status, save as provided in clause 7.3. and; 2) the Devices in question shall be considered to be in irrevocable Blocked Status and shall have to be returned to Telepass according to clause 12.4. within twenty (20) calendar days.

## 8. CONDITIONS

8.1. For the OMV SmartPass Service, OMV/OIS will charge service surcharges or fees in accordance with the valid list of "International services and surcharges" and the valid version of the GTC. OMV will notify the Customer in advance of changes in the service surcharges/fees in accordance with clause 11.2. of the GTC.

8.2. The activation fee, as specified in the valid list of "International services and surcharges", is due for any issue of a Device (e.g. also in case of a request for substitution of a Device in order to modify the Vehicle data associated with it, etc.).

8.3. The monthly OBU rental fee, as specified in the valid list of "International services and surcharges", is due regardless of the use of the Devices on the Networks.

## 9. CREDIT LIMIT

9.1. The Customer accepts that the contractually agreed total credit limit can be unilaterally increased by OMV due to the additional toll turnover and additional collateral can be requested. OMV is entitled, at its sole discretion, to determine a total value of products and services. OMV will inform the Customer of this in advance. Exceeding the credit limit or failure to provide requested additional collateral may result in immediate suspension of the OMV Cards issued to the Customer, and/or the associated Devices, without further notice. However, if possible, OMV will inform the Customer in advance of any imminent suspension.

9.2. Clause 5.4. of the GTC remains applicable.

## 10. INVOICING

10.1. Invoices and statements containing Transactions will be issued to the Customer by OIS and OMV in line with the GTC.

10.2. In case of certain OMV SmartPass Services (incl. at present Belgian, Bulgarian, Czech, Dutch, German and Swiss tolls, Danish/Swedish bridges and Norwegian ferries, Polish E-toll, Danish KMToll) invoices/statements will be issued to the Customer by Telepass on behalf of the respective Concessionaires or Management Entities. OIS and OMV are authorized to collect and receive payment for these invoices/statements. The Customer may access the invoices/statements of these services at the portal [truck.telepass.com](http://truck.telepass.com) ("Truck Portal"). In case the Customer requests these invoices/statements in paper form, a fee is charged according to the valid list of "International services and surcharges".

10.3. In case of the OMV SmartPass Services for Italy invoices/statements will be issued to the Customer by the CONSORZIO on behalf of the respective Concessionaires or Management Entities. OIS and OMV are authorized to collect and receive payments for these invoices/statements. The Customer may access the invoices/statements of this service at the portal [my.negometal.com](http://my.negometal.com) ("MyNegometal Portal"). In case the Customer requests these invoices in paper form, a fee is charged according to the valid list of "International services and surcharges".

10.4. The Customer acknowledges and agrees that the actual entry of the Transactions depends, in certain



cases, entirely on the Concessionaires and on the Management Entities, therefore, neither OMV/OIS, nor Telepass, nor CONSORZIO can be held liable for any delays in their entry.

## **11. ACCESS TO THE TRUCK PORTAL AND TO THE MYNEGOMETAL PORTAL**

11.1. Upon the registration for the OMV SmartPass Service OMV will grant access for the Customer to the Truck Portal, where the Customer may access the invoices/statements as defined under clause 10.2., as well as further data about the OMV SmartPass Services, including the ones described in Annex 23 about HUB4Trucks. Upon the subscription for the OMV SmartPass Service for Italy OMV will grant access for the Customer to the MyNegometal Portal, where the Customer may access the invoices as defined under clause 10.3.

11.2. Access to the Truck Portal and to the MyNegometal Portal is made by means of a username and password. Every user who accesses the Truck Portal and/or the MyNegometal Portal by entering a Customer's username and correct password shall be deemed to be authorized by the Customer for this access and/or for performing all the actions taken. Clause 5.2 of the GTC, last sentence, shall apply mutatis mutandis to the Customer's access credentials and access to the Truck Portal and to the MyNegometal Portal. The Customer shall be liable for any use of the Truck Portal and/or of the MyNegometal Portal, including any fraudulent or unauthorized use and shall hold OMV and OIS harmless against all damages, costs and expenses deriving from such use.

11.3. OMV/OIS reserve the right to change, suspend or discontinue availability of the Truck Portal and/or of the MyNegometal Portal at any time and without prior notice, but will seek to give timely notice thereof to the Customer.

11.4. Transactions on the Truck Portal are only for preliminary information purposes. Final data of the transactions are included in the invoices and statements as per clause 10.

## **12. CESSATION OF THE CONTRACT**

12.1. Each Party may terminate the OMV SmartPass Contract with effect as of the last business day of any calendar month (Cessation Date) by giving one (1) month's prior notice. Devices of the Customer will be blocked on the Cessation Date by OMV.

12.2. OMV will inform the Customer about blocking the Devices pursuant to clause 12.1. In case a Device will be used after the Customer received the information about the blocking from OMV, any penalties shall be borne by the Customer.

12.3. In case of termination of the Contract between OMV/OIS and the Customer, the Customer shall, at its own responsibility and expense, return to Telepass all Devices within 20 calendar days (from the Cessation Date) pursuant to clause 12.4.

12.4. Devices shall be returned to the following address: Telepass Warehouse C/O Kostelia Srl, Via A. Gramsci 78/A, Barberino di Mugello, 50031 (FI), Italy. Upon OMV's request the Customer shall provide proof of the shipment of the Devices. Customer shall return the Device(s) in a shielded package (e.g. in their own original boxes).

12.5. Customer shall inform OMV in advance about returning the Devices, but the latest on the date of dispatch.

12.6. The Customer will be charged with the penalties indicated in the valid list of "International services and surcharges" for each Device not (timely) returned.

12.7. Pursuant to and for the purposes of Directive 2012/19/EU and Legislative Decree no. 49/2014 and subsequent amendments and integrations, the Devices are waste electrical and electronic equipment and, therefore, must be collected and disposed of separately from other domestic waste to allow for adequate treatment and recycling.

12.8. The batteries contained in the Device, being subject to the specific regime for batteries/accumulators/ batteries and related waste dictated by Directive 2006/66/EC and Legislative Decree no. 188/2008, must be disposed of separately from household waste in order to minimize impact on environment and human health of the substances included in the mentioned components. Further



indications are provided in the Operating Manual of the Devices.

12.9. The Customer acknowledges to be liable for the payment of all the amounts due from Transactions made using the Devices for the first forty-eight (48) hours from the Cessation Date of the OMV SmartPass Contract.

### **13. PROCESSING OF PERSONAL DATA**

13.1. For any kind of personal data processing the rules of (EU) Regulation 2016/679 ("GDPR") and local data protection regulations are applicable.

13.2. The data controller for any data processing activities in the meaning of Art 4 GDPR is Telepass S.p.A., with registered office in Via Laurentina 449, 00142, Rome, Italy (Annex 3). With regards to the processing of personal data clause 10 of the GTC is applicable, as well as the General information notice on personal data processing of Telepass (Art 13 GDPR).

13.3. OMV International Services GmbH, Trabrennstrasse 6-8, 1020 Vienna ("OIS") and OMV Slovensko, s.r.o., 851 01 Bratislava, Einsteinova č.25 ("OMV") are acting as data processors and sub-processors for some kind of data processing activities (3.6.). The respective Data Processing Agreements in line with Art 28 GDPR have been concluded.

### **14. OTHER**

14.1. The Customer expressly agrees that any dispute of the Customer with the Concessionaires and/or the Management Entities related to the use of the Networks (e.g. disputes having as object vehicle damage and/or injury to drivers on account of bad infrastructure condition, animals crossing the motorway, etc.) shall be dealt with by the Customer directly with the involved Concessionaires and/or Management Entities without any involvement whatever by OIS/OMV or Telepass.

14.2. OMV and OIS reserve the right to change, suspend or discontinue availability of the OMV SmartPass Service (also in respect only to some and not all the OMV SmartPass Services specified in the Annexes) at any time. OMV will seek to give timely notice thereof to the Customer.

14.3. In case the Customer blocks the OMV Card associated with the Device as per clause 3.1. in the Online Platform (clause 8 of the GTC) or the OMV Card expired without new card created as per clause 6.1. of the GTC, the Customer shall contact OMV to provide another OMV Card for associating with the Device. Should the Customer miss to provide another OMV Card, OMV reserves the right to associate any of the OMV Cards of the Customer with the Device.

14.4. The Customer agrees to send formal requests (e.g. Order Form) related to the OMV SmartPass Services only from the e-mail address(es) written in the OMV SmartPass Application.

### **15. ANNEXES**

15.1. Attachment, in their most recent versions, which are integral components of this Terms and Conditions:

- Annex 1 – Order form
- Annex 2 – Invoicing overview
- Annex 3 – General information notice on personal data processing, provided by the Data Controller
- Annex 4 – France and the Belgian Liefkenshoek tunnel
- Annex 5 – Spain and Portugal
- Annex 6 – Poland (A4, Katowice-Krakow)
- Annex 7 – Austria
- Annex 8 – Belgium
- Annex 9 – Scandinavia
- Annex 10 – Germany
- Annex 11 – Switzerland
- Annex 12 – Bulgaria
- Annex 13 – Italy
- Annex 14 – Poland (E-toll)
- Annex 15 – Croatia
- Annex 16 – Slovenia
- Annex 17 – Slovakia
- Annex 18 – Hungary
- Annex 19 – Denmark (KMToll)
- Annex 20 – Czech Republic
- Annex 21 – Netherlands
- Annex 22 – Telepass Truck App
- Annex 23 – HUB4Trucks




15.2. The Customer accepts the provisions included in the Annexes related to the OMV SmartPass Services.



## ANNEX 1 – ORDER FORM

[separate Excel file]

## ANNEX 2 – DEVICES AND INVOICING OVERVIEW

		Devices:			
		<b>Available for ordering:</b>	Yes	No	Yes
		<b>Vehicle categories:</b>	M2, M3, N2, N3	M2, M3, N2, N3	M1, M2, M3, N1, N2, N3
Service country	Toll services	Invoice/ statement issuer	Service availability	Service availability	Service availability
Austria	Road toll (incl. bridges, tunnels)	OIS	Y	Y	
Belgium	Road toll	Concessionaire*	Y	Y	
Belgium	Liefkenshoek Tunnel	OIS	Y	Y	
Bulgaria	Road toll	Concessionaire*	Y	Y	
Croatia	Road toll	OIS	Y	Y	
Czech Rep.	Road toll	Concessionaire*	Y		
Denmark	Road toll, Bridges, ferries	Concessionaire*	Y	Y	
France	Road toll (incl. bridges, tunnels), parking	OIS	Y	Y	
Germany	Road toll	Concessionaire*	Y	Y	
Hungary	Road toll	OIS	Y	Y	
Italy	Road toll, parking, ferries	Concessionaire**	Y	Y	Y
Netherlands	Road toll (HGVC) and Blankenburgtunnel	Concessionaire*	Y	Y	
Norway	Road toll, bridges, tunnels	OIS	Y	Y	
Norway	Ferries	Concessionaire*	Y	Y	
Poland	Highway A4 between Katowice and Krakow	OIS	Y	Y	
Poland	Road toll (E-toll)	Concessionaire*	Y	Y	
Portugal	Road toll (incl. bridges)	OIS	Y	Y	
Slovakia	Road toll	OIS	Y	Y	
Slovenia	Road toll	OIS	Y		
Spain	Road toll, parking	OIS	Y	Y	
Sweden	Bridges	Concessionaire*	Y	Y	
Switzerland	Road toll	Concessionaire*	Y		
	Fees related to the Devices	OIS			

\* Invoices/statements issued by Concessionaires (i.e., issued by Telepass on behalf of the Concessionaire) are available for the Customers at the Truck Portal according to clause 11. In case of these services OIS will issue a debit note to the Customer.

\*\* Invoices issued by Concessionaire (i.e., issued by CONSORZIO on behalf of the Concessionaire) are available for the Customers at the MyNegometal Portal according to clause 11. In case of this service OIS will issue a debit note to the Customer.



## **ANNEX 3 – GENERAL INFORMATION NOTICE ON PERSONAL DATA PROCESSING**

### **INFORMATION NOTICE**

pursuant to Articles 13 and 14, Regulation (EU) 2016/679 (“GDPR”)

With this information notice, the Data Controller, as defined below, wishes to explain the purposes for which it collects and processes your personal data, which categories of data are processed, which are and how your rights recognized by the legislation on the protection of personal data can be exercised, also allowing you to provide your consent to the processing, where necessary.

#### **1. WHO IS THE DATA CONTROLLER**

Telepass S.p.A., with registered office in Via Laurentina 449, 00142, Rome, Italy in the person of its legal representative pro tempore, is the controller of the processing of your personal data (the “Controller” or “Telepass”).

#### **2. HOW TO CONTACT THE DATA PROTECTION OFFICER**

The Data Controller has appointed a data protection officer (“Data Protection Officer” or “DPO”) who can be contacted by sending an e-mail to [DPO@telepass.com](mailto:DPO@telepass.com) or by writing to:

Responsabile per la protezione dei dati - Data Protection Officer (DPO)  
c/o Telepass S.p.A.  
Via Laurentina 449  
00142 - Rome.

#### **3. WHAT IS MEANT BY PERSONAL DATA**

According to the GDPR, personal data means “any information relating to an identified or identifiable natural person; an identifiable person is one who can be

identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more elements characteristic of his physical, physiological, genetic, mental, economic, cultural or social identity” (the “Data”).

#### **4. WHAT ARE THE PROCESSING ACTIVITIES AND THE RELEVANT LEGAL BASIS**

Telepass collects your Data both directly from you and from the company (i.e. OMV/OIS) with which you have signed a contract or from the consortium to which you are a party in order to activate and provide you with electronic toll services that allow you access to roads, motorways, areas, structures, infrastructures or similar mobility services that you may request from time to time (the “OMV SmartPass Services”).

To this regard, in accordance with the principle of transparency set forth in articles 5 and 12 of the GDPR, the present General information notice applies generally to OMV SmartPass Services and may be supplemented or replaced from time to time by one or more General information notices on specific processing activities based on the service activated or the peculiarities of the road or motorway network on which you intend to travel.

For such purposes Telepass collects and processes the following Data:

- first name, surname, name or company name, tax and/or VAT number;
- address of residence and/or registered office;
- telephone number and/or e-mail address;
- if applicable, the bank account details for the relevant debit;
- the license plate number of the vehicles on which the Device is installed;
- information regarding the Device, including the location and/or position of the Device (list of trips, transits made, device identification, etc.);
- the vehicle information (e.g. axels, weight and class) on which the Device is installed.

Your Data may be processed by the Data Controller for the fulfilment of legal obligations linked with the OMV SmartPass Services. By way of example, Telepass may



process your Data for tax purposes related to the execution of the contract, for the management of requests from the Authority (i.e. the Authority provided for under Section 51, Regulation, which performs the tasks set forth in Section 57, Regulation), as well as for obligations related to the regulations for the prevention of fraud, money laundering and terrorist financing, where applicable.

Therefore, Telepass will process your Data for the execution of the contract and for the provision of OMV SmartPass Services in accordance with art. 6, paragraph 1, letter b, GDPR and to fulfil legal obligations in accordance with art. 6, paragraph 1, letter c, GDPR.

Furthermore, pursuant to art. 6, paragraph 1, letter f, GDPR, it is a legitimate interest of the Controller to verify compliance with the contractual conditions governing the provision of OMV SmartPass Services. In particular, Telepass may verify, inter alia, the actual correspondence between the class of the declared vehicle (e.g. light or heavy vehicle) and that of the vehicle that actually accesses the motorway network with the Device. In this regard, as specified in the applicable terms and conditions, the improper and/or illicit use of the equipment could result in the suspension - even if not temporary - of OMV SmartPass Services.

In any case, we undertake to ensure that the information collected and used is appropriate with respect to the purposes described, and that this does not lead to an invasion of your personal sphere.

## **5. DISCLOSURE OF YOUR DATA TO THIRD PARTIES**

Telepass may communicate your Data to the subjects it uses for the performance of activities necessary for the provision of OMV SmartPass Services and the pursuit of the purposes indicated and described in paragraph 4 above. For example, Telepass may communicate some of your Data to the subjects who provide the Data Controller with services relating to invoicing or management of the contractual relationship, the company with which it has stipulated the contract and/or the consortium to which you are a party, the organizations that provide Telepass with administrative services and the Data Controller's external consultants.

Furthermore, as an integral part of the processing activities, your Data, including the location data of the Device, may be communicated to the concessionaires and/or toll chargers that are entitled to receive the fee for your access to the road or motorway networks on which you have transited thanks to OMV SmartPass Services.

Furthermore, if you subscribe to Premium Truck services, your Data may be transferred to the companies which collaborates with the Controller and/or that you may contact to benefit of special discounts and/or additional services offered directly by such companies (e.g. roadside assistance, etc.).

Finally, the Data Controller may communicate your Data to subjects to whom the communication is due by virtue of legal obligations.

Where necessary, the aforementioned subjects have been specifically appointed as data processors pursuant to art. 28, GDPR by Telepass. The list of Data Processors may be requested at any time by contacting the Data Controller or the DPO.

In any case, your Data will not be disclosed in any way to unidentified parties.

## **6. HOW LONG WE RETAIN YOUR DATA**

Your Data will be processed by Telepass for the time strictly necessary to fulfil the above-mentioned purposes of processing activities.

In particular, Telepass will process your Data for the entire duration of the provision of OMV SmartPass Services in your favour and will store your Data, in accordance with the GDPR, until the storage is necessary to fulfil the legal obligations of the Data Controller (e.g. tax obligations) or for the exercise or defense of Telepass' rights in judicial or extra-judicial proceedings, until the expiration of the statute of limitations provided for by law or until a final decision is issued on the relative dispute.

Finally, once the retention period has expired, Telepass will permanently delete and/or destroy your Data.



## 7. YOUR RIGHTS AS DATA SUBJECT

During the period in which Telepass is in possession or processes your Data, You, as data subject, may at any time exercise the following rights:

- Right of access - You have the right to obtain confirmation as to whether or not your Data is being processed, as well as the right to receive any information regarding such processing;
- Right to rectification - You have the right to obtain the rectification of your Data in our possession, if they are incomplete or inaccurate;
- Right to erasure (the so-called “right to be forgotten”) - in certain circumstances, you have the right to obtain the deletion of your Data present in our files if not relevant for the continuation of the contractual relationship or necessary for legal obligations;
- Right to restriction of processing - in certain circumstances, you have the right to obtain the limitation of the processing of your Data, if not relevant for the continuation of the contractual relationship or necessary for legal obligation;
- Right to data portability - you have the right to obtain the transfer of your Data in our possession to a different data controller;
- Right to object - You have the right to object, at any time for reasons related to your particular situation, to the processing of Data concerning you based on the condition of the lawfulness of the legitimate interest or the performance of a public interest task or the exercise of public authority, including profiling, unless there are legitimate reasons for the Data Controller to continue processing that prevail over the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of a right in court;
- Right to revoke consent - You have the right to revoke consent to the processing of your Data at any time, without prejudice to the lawfulness of the processing based on consent before revocation;
- Right to lodge a complaint with the Supervisory Authority - if Telepass refuses to comply with your requests for access, the reasons for the refusal will be given. If applicable, you have the right to lodge a complaint as described in paragraph 8 below.

The above rights may be exercised against the Controller by writing to the email address

privacy@telepass.com or by contacting the DPO at the addresses indicated in paragraph 2 above.

The exercise of your rights as data subject is free of charge in accordance with Article 12, GDPR. However, in the case of manifestly unfounded or excessive requests, also due to their repetitiveness, the Controller may charge you a reasonable expense contribution, in light of the administrative costs incurred in handling your request or deny the satisfaction of your request.

## 8. HOW TO LODGE A COMPLAINT

You may, at any time, promote requests for the exercise of the rights set out in paragraph 7 above by writing to privacy@telepass.com or by contacting the DPO at the contact details set out in paragraph 2 above.

In any case, if you wish to lodge a complaint regarding the manner in which your Data is processed by Telepass, or regarding the handling of a complaint you have submitted, you have the right to submit a request directly to the Supervisory Authority.



## ANNEX 4 – FRANCE AND THE BELGIAN LIEFKENSHOEK TUNNEL

### Definitions:

“French Network”: means the entire motorway network of the French Republic and/or parking lots and/or similar areas within the territory of the French Republic;

“Liefkenshoek Tunnel Network”: means the tunnel Liefkenshoek located within the territory of the Monarchy of Belgium;

“TIS-PL Service”: means the service enabling the execution of Transactions on the French Network that is offered by Telepass using the Devices. Limited to the sole TIS-PL Service, the term “Vehicles” means only heavy goods vehicles or lorries with a fully laden weight of 3.5 tons or more or other vehicles that carry more than 9 persons including the driver. Enablement of the TIS-PL Service shall imply the automatic enablement of the Belgian Liefkenshoek Tunnel Service.

“Liefkenshoek Tunnel Service”: means the service enabling the execution of Transactions on the Liefkenshoek Tunnel Network using the Devices. The Liefkenshoek Tunnel Service is linked to the TIS-PL Service and, therefore, can be provided only upon enablement of the TIS-PL Service.

As an exception to the rules set in clause 7.4.b) of the OMV SmartPass Terms&Conditions, in case of an unblocking request, OMV/OIS will charge all the amounts related to the Transactions made using the Devices during the temporary Blocked Status, including Transactions (if any) which were generated in the French Network later than 48 hours after the request to put the Device into Blocked Status was confirmed by Telepass. For the avoidance of doubt the Devices will be put in Blocked Status.

Upon enabling the TIS-PL Service following the Customer’s request, OMV will activate the available French discount schemes (APPR, AREA, ATMB – MONT BLANC, SANEF, SAPN) for the Customer.

### “TIS-PL Service” – Terms and Conditions

TIS-PL Service is available only to vehicles with a with a maximum authorised gross vehicle weight of 3,5 t or more or to vehicles that carry more than 9 persons including the driver.

In order to take a trip using the Device, users must follow the signs shown below when they get to the toll station:

When entering, move into the lanes marked with an orange “t” and a green arrow:




If these lanes are not available, it will not be possible to have the trip validated by the TIS-PL system, so it will be necessary to take an entrance ticket.

When **exiting** (or in an “open system”):

- for Class 3 vehicles: enter “all types of payment” lane (manual or automatic) marked by an orange “t” next to a green arrow,



or the pictogram “CB”, or the pictogram “30” (the latter is for lanes with electronic toll collection systems without stopping);

- for Class 4 vehicles: enter the mixed Télépéage TIS-PL/Carte lane marked by an orange hexagon .  on the left hand side apex and the pictogram “Reserved Class 4” or, should they not be available, enter a lane marked by an orange “t” next to a green arrow or the pictogram “CB”, or the pictogram “30” (the latter is for lanes with electronic toll collection systems without stopping).

The presence of a label on the Device allows concessionaires to carry out TIS-PL transactions even if the telematic link is malfunctioning. If the telematics link is not working properly, user has to choose a lane where the toll station’s personnel are present and show the Device to the personnel, who will conclude the trip by reading the label.



Example of a French toll station

**What should you do if there is a problem?**

If you have already entered an automatic lane when **entering** or **exiting** the toll station, use the intercom to ask for help.

**If your device is not working:**





- When **entering**, use the lane without a **profile**, marked by the panels and take a ticket from the automatic dispenser.
- When **exiting**, use lanes and hand-over your Device with the ticket.


In respect to possible additional rules of conduct and special commercial conditions, please, refer to the websites of the following concessionaires:

French concessionaires	
	<b>ADELAC</b> Autoroutes des deux Lacs
	<b>ALBEA</b> 20 rue de Caumartin 75009 Paris
	<b>A'LIÉNOR</b> Autoroute de Gascogne
	<b>ALICORNE</b> Autoroute de Liaison Calvados-Orne
	<b>ALIS</b> Autoroute de liaison Seine-Sarthe
	<b>APRR</b> Autoroutes Paris-Rhin-Rhône

French concessionaires	
	<b>ARCOUR</b> A19 Artenay-Courtenay
	<b>AREA</b> Autoroutes Rhône-Alpes
	<b>ASF</b> Autoroutes du Sud de la France
	<b>ATLANDES</b> A63 Salles / St-Geours-de-Maremne
	<b>ATMB</b> Autoroutes et Tunnel du Mont Blanc
	<b>CCI Seine Estuaire (ccse)</b> Ponts de Tancarville et de Normandie
	<b>CEVM</b> Compagnie Eiffage du Viaduc de Millau
	<b>COFIROUTE</b> Compagnie Financière et Industrielle des Autoroutes
	<b>ESCOTA</b> Société des Autoroutes Estérel, Côte d'Azur, Provence, Alpes
	<b>SANEF</b> Société des Autoroutes du Nord et de l'Est de la France
	<b>SAPN</b> Sociétés des Autoroutes Paris-Normandie
	<b>SFTRF</b> Société Française du Tunnel Routier du Fréjus
PARKING LOTS	
	<b>DK TRUCKS PARK</b> Parking poids lourds à Dunkerque
	<b>CCI DEUX-SEVRES</b> SecuriTpark Place François QUESNAY - Centre Routier -



French concessionaires	
	79 260 La Crèche - France
	<b>Eurotunnel parking</b> Zone de frêt des terminaux d'Eurotunnel - 62904 coquelles cedex FRANCE
	<b>TRUCK ETAPE BEZIERS</b> A9 / Sortie 36 Béziers Ouest
	<b>RUNGIS</b> Parc de stationnement K7/K8, situé à RUNGIS
	<b>DELTA PARK - DOURGES</b> Truck Secure Parking Plateforme Multimodale Delta 3 Rue du Combiné 62119 DOURGES - FRANCE
	<b>TRUCK ETAPE VALENCIENNES - TEV</b>
	<b>TRUCK ETAPE</b>

- When you **enter** or **exit**, move into the manual lanes marked with the following sign  and hand-over your device to the personnel at the station.

In respect to possible additional rules of conduct and special commercial conditions, please refer to the websites of the following concessionaires:

	<b>LIEFKENSHOEK</b> SA Tunnel Liefkenshoek
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**“Liefkenshoek Tunnel Service” - Terms and Conditions**

All “Liefkenshoektunnel” lanes which accept Devices have the following signs:

When **entering** or **exiting**, you can use the reserved lanes with the following panels:



Example “Liefkenshoektunnel” station in Antwerp

**What should you do if there is a problem?**

If you have already entered an automatic lane when **entering** or **exiting** the toll station, use the intercom to ask for help.

**If your device is not working:**



**ANNEX 5 – SPAIN AND PORTUGAL**


**Definitions:**


“Spanish and Portuguese Network”: means the entire motorway network of the Spanish monarchy and Portuguese Republic and/or parking lots and/or similar areas within the territory of the Spanish monarchy and Portuguese Republic;

“VIA-T Service”: means the service enabling the execution of Transactions on the Spanish and the Portuguese Networks that is offered by Telepass using the Devices. The VIA-T Service may be enabled for both the Spanish and the Portuguese Networks or only limited to the Spanish Network, but not only limited to the Portuguese Network.

As an exception to the rules set in clause 7.4.b) of the OMV SmartPass Terms&Conditions, in case of an unblocking request, OMV/OIS will charge all the amounts related to the Transactions made using the Devices during the temporary Blocked Status, including Transactions (if any) which were generated in the Spanish and Portuguese Network later than 48 hours after the request to put the Device into Blocked Status was confirmed by Telepass. For the avoidance of doubt the Devices will be put in Blocked Status.

**Terms and Conditions “VIA-T Service” in Spain**

When **entering** or **exiting**, users can use all the reserved  **Manual** and mixed lanes.

The maximum speed limit while transiting through the lanes is  km/h.




*Example of a VIA-T station*

**What should you do if there is a problem?**

If you have already entered an automatic lane when **entering** or **exiting** the tollbooth, use the intercom to ask for help.

**If your device is not working:**

- When **entering**, take a ticket.
- When **exiting**, use the  **Manual** lanes and hand-over your device with the ticket.
- If there is a problem when **entering** or **exiting**, use the intercom to ask for help and wait for the assistance personnel to arrive

In respect to possible additional rules of conduct and special commercial conditions, please refer to the websites of the following concessionaires:

Spanish Concessions	
	<b>ACEGA</b> Autopista Central Gallega, Concesionaria Española S.A.
	<b>ACCESOS DE MADRID</b> Accesos de Madrid, Concesionaria Española S.A.
	<b>ACESA</b> Autopistas Concesionaria Española, S.A. (Unipersonal)
	<b>AUCALSA</b> Autopista Concesionaria Astur-Leonesa, S.A.
	<b>AUCAT</b> Autopistes de Catalunya, S.A.C.G.C.
	<b>AUDASA</b> Autopistas del Atlántico, Concesionaria Española S.A.
	<b>AUDENASA</b> Autopistas de Navarra, S.A.
	<b>AULESA</b> Autopistas de León, S.A. Concesionaria del Estado




Spanish Concessions	
	Ctra Santa María del Páramo, s/n
	<b>AUMAR</b> Autopistas Aumar, S.A. Concesionaria del Estado
	<b>AUSUR</b> Autopista del Sureste, Concesionaria Española de Autopistas
	<b>AUTEMA</b> Autopista Terrassa-Manresa
	<b>AUTOESTRADAS DE GALICIA</b> Autoestradas de Galicia, S.A.
	<b>AUTOPISTA DEL SOL</b> Autopista del Sol, Concesionaria Española S.A.
	<b>AUTOPISTA EJE AEROPUERTO</b> Autopista Eje Aeropuerto C.E., S.A.
	<b>AUTOPISTA MADRID SUR</b> Autopista Madrid Sur, Concesionaria Española S.A.
	<b>AP-1 Europistas</b> Concesionaria del Estado, S.A.U.
	<b>AVASA</b> Autopista Vasco-Aragonesa, Concesionaria Española S.A.
	<b>Castellana de Autopistas</b> Castellana de Autopistas, S.A
	<b>HENARSA</b> Autopista del Henares, S.A. Concesionaria del Estado
	<b>Iberpistas</b> Iberpistas S.A. Concesionaria del Estado
	<b>TABASA</b> Tabasa Infraestructures i Serveis de Mobilitat, SA

Spanish Concessions	
	<b>TÚNEL DEL CADÍ</b> Ctra. Vallvidrera a Sant Cugat
	<b>TÚNEL DE SÓLLER</b> Compañía Concesionaria del Túnel de Sóller, S.A.
	<b>TÚNELES DE ARTXANDA</b> Túneles de Artxanda. C.D.F.B.S.A.
	<b>AUTOPISTA MADRID-TOLEDO</b> Autopista Madrid-Toledo Concesionaria Española de Autopista
	<b>CIRALSA</b> CIRALSA, S.A. Concesionaria del Estado.
	<b>Autopista Madrid-Levante</b> Autopista Radial 4
	<b>AUCOSTA</b> Concesionaria Española de Autopistas, S.A.
	<b>ABERTIS</b> Abertis Autopistas España, S.A.
	<b>CINTRA</b> Concesiones de Infraestructuras de Transportes S.A.
	<b>ITINERE</b> ITINERE INFRAESTRUCTURAS, S.A.
	<b>IRIDIUM</b> IRIDIUM Concesiones de Infraestructuras, SA
	<b>GLOBALVIA INFRAESTRUCTURAS</b> GLOBALVIA INFRAESTRUCTURAS S.A.
	<b>OHL</b> OHL Concesiones, S.L.

### Terms and Conditions "VIA-T Service" in Portugal

In **entrance** and in **exit**, users can travel on all reserved Via Verde  lanes.

The maximum speed limit while crossing the toll station is  km/h.





Example of VIA VERDE toll station

### What to do in case of a problem?

If you are already in an automatic lane, in **entrance** and in **exit** from toll station, use the intercom for assistance.

### If your device doesn't function:

- In **entrance** take the ticket.
- In **exit** use the lanes for the payment with collector  or automatic cash 
- In the event of a problem, in **entrance** and in **exit**, use the intercom for help and wait for the arrival of the support staff.

In respect to possible additional rules of conduct and special commercial conditions please refer to the websites of the following concessionaires:

Portuguese Toll Chargers	
	<b>Brisal</b> Brisal Auto-estradas do Litoral
	<b>Brisa</b> Brisa Concessão Rodoviária
	<b>Lusoponte</b> Lusoponte Concessionária para a Travessia do Tejo, S.A.
	<b>BAIXO TEJO</b> Baixo Tejo Auto-estradas
	<b>Auto-estradas do Litoral Oeste</b> Auto-estradas do Litoral Oeste S.A
	<b>Auto-estradas Douro Litoral</b> Auto-estradas Douro Litoral S.A



## ANNEX 6 – POLAND (A4, KATOWICE-KRAKOW)

### Definitions:

“Polish Network”: means the motorway network of the A4 "Katowice-Cracovia" managed by the Stalexport Autostrada Malopolska S.A. (“SAM”) located within the territory of the Polish Republic;

“Telepass SAM Poland Service”: means the service enabling the execution of Transactions on the Polish Network that is offered by Telepass using the Devices. Telepass SAM Poland Service can only be activated with at least one other Toll Service.

### Terms and Conditions “Telepass SAM Poland”

The motorway’s stretch of the Stalexport Autostrada Malopolska S.A. has two toll stations (Katowice and Krakow) where the lanes are designed to accept the devices for the electronic toll payment.

When **entering** or **exiting**, the user should travel at less than **30 km per hour**, and maintain a safe distance from the vehicle in front.

### What should you do if there is a problem?

If you have already entered a lane when **entering** or **exiting** the toll-station, ask for help to the operator.

In respect to possible additional rules of conduct and special commercial conditions please refer to the website of the following toll charger:

 STALEXPORT AUTOSTRADA MAŁOPOLSKA S.A.	<b>Stalexport Autostrada Małopolska S.A.</b>
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## ANNEX 7 – AUSTRIA

### Definitions:

“Austrian Network”: means the motorway network managed by Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft (ASFINAG) within the territory of the Austrian Republic;

“Go Service”: means the service enabling the execution of Transactions on the Austrian Network offered by Telepass using the Devices.

The Customer acknowledges that the GO Service will be available for use only after 48 (forty-eight) hours from the receipt of the confirmation of the enablement of the service on the Device.

### Terms and conditions for the GO service

The present terms and conditions govern the use of the Device for the payment of tolls on the motorway network covered by the electronic toll payment service in Austria (GO service).

#### 1. Enabling the GO service

The user can use the GO service only for vehicles with a maximum authorised gross vehicle weight (GVW) of more than 3.5 t, provided that (a) the Device that has the GO service enabled has been installed on board the vehicle and (b) the user is in possession of a Vehicle Declaration.

The Vehicle Declaration is sent to the user simultaneously with the shipment of the device or at the moment of device replacement.

The Vehicle Declaration contains the following user data:

- License plate and nationality
- OBU ID (contract provider + Manufacturer ID + support ID) in HEX characters and in bar code format
- PAN, also in bar code format
- Euro emission class
- Number of axles

- Euro vehicle class

Prior to installing the device and to performing transits on the network covered by the GO service, the user must check the correctness and consistency of the above listed data with the respective data indicated in the Vehicle Declaration, in particular regarding the number and nationality of the vehicle license plate, the OMV SmartPass Device ID number and the stated EURO emission class. If the data are incorrect, the user must immediately inform OMV, in respect of erroneous data and must wait to receive the updated Vehicle Declaration prior to using the services.

The Vehicle Declaration and the underlying documents that prove the classification of the vehicle into a certain toll tariff category (vehicle registration document, certificate of production (COP), Certificate of Conformity (COC) and CEMT authorisation) must be kept on board the vehicle at all times and must be presented for inspection by authorised enforcement officials and toll network personnel.

#### 2. The motorway network covered and safety rules (GO service)

The use of the GO service is permitted on the Austrian motorway network marked with the following signage:



The user is required to obtain information concerning any additional rules of conduct relative to transits on the Austrian GO network by consulting the concessionaire's web site: [www.asfinag.com](http://www.asfinag.com).

#### 3. Device installation and use

The user is required to mount the device on board the vehicle, following the instructions included in the user manual supplied in the device flow pack. The user can have only one functioning device on board the vehicle during transit. The simultaneous use of multiple devices on board the vehicle having



the electronic toll payment service enabled in Austria can result in multiple toll payments for the same passage. In this case the excessive toll payments shall not be reimbursed.

Users are reminded that the device is linked to the vehicle license plate and for this reason cannot be used on a vehicle with a different license plate. The user must ensure that the vehicle license plate shall remain legible and not covered by mud, snow etc.

Prior to each transit on the network covered by the GO service, the user is required to check the device operating status as indicated in the user manual bearing in mind that the above check indicates only the technical functioning of the device and cannot provide indications as to the presence of any reasons for service suspension. Information regarding toll payments made or missing payments is communicated to the driver as stated in the user manual.

#### **4. Setting and checking the number of axles (GO service)**

The number of axles of the engine is pre-set in the device. Prior to each transit on the network covered by the GO service, the user is required to check and, if necessary, to reset the number of axles of the vehicle in case a trailer is attached, following the respective indications in the device user manual.

#### **5. Payment error (GO service)**

In case the current number of axles is set incorrectly, it is possible to pay the difference retroactively within 96 hours from the start of such transit by calling 0800 400 12 400 in Austria, Germany and Switzerland or by calling +43 1 955 12 66 in other countries and by providing correct information contained in the Vehicle Declaration (PAN, OBU ID, license plate, current number of axles, Euro vehicle category, Euro emission class), details regarding the missing payment (date and time) and details regarding valid means of payment.

In this case the payment cannot be made using the Device; a valid credit or debit card or a valid fuel card must be used (the list of fuel cards and other cards accepted is available on the ASFINAG web site)

#### **6. Operation in degraded mode - Retroactive Payment (GO service)**

In case of a malfunctioning device (which is notified to the user as stated in the user manual, e.g. if the device does not communicate with the infrastructure), it is necessary to exit from the network and go to the nearest GO sales point in order to:

- make retroactive payment, if the free-flow ASFINAG system registered at least one transaction (to make the payment a credit card or a fuel card accepted at ASFINAG might be necessary)
- or, if the free-flow ASFINAG system never registered any transaction to obtain a replacement GO Box device from ASFINAG

In the following cases, in order to continue using the GO service, the user must compulsorily obtain a replacement GO Box device from ASFINAG at a GO sales point:

- if the device suffers a technical problem and/or malfunction which compromises its functions;
- if the device has been deactivated;
- if the user is no longer in possession of the device (the device is lost or stolen)
- if the data contained in the Vehicle Declaration do not correspond to the current license plate, nationality and/or OBU ID of the device.

The unpaid toll can be paid at a GO sales point within 5 hours and within 100 km from the toll station where the toll was not paid as expected, by presenting the Vehicle Declaration and a valid means of payment (the latter cannot be the non-functioning device).



In order to request a replacement device, the user must contact OMV.

For additional information, users should consult Part C and part B (p. 8.2.4.3.3) of the ASFINAG Toll Regulations available on the ASFINAG website.

The replacement GO Box device must be paid for using a valid credit or debit card or a valid fuel card (the list of fuel cards and other cards accepted is available on the ASFINAG web site).



## ANNEX 8 – BELGIUM

### Definitions:

“Belgian Network”: means the roads and motorway network and/or parking lots and/or similar areas within the territory of the Monarchy of Belgium;

“Viapass Service”: means the service enabling the execution of Transactions on the Belgian Network that is offered by Telepass using the Devices.

“VIAPASS Service Client”: for the purposes of the VIAPASS Service the Client is identified as the holder of the registration certificate of the Vehicle in which the Device is installed (owner of the Vehicle or natural or legal person who may use the Vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).

### Terms and Conditions Viapass Service

Telepass S.p.A. - company with sole shareholder subject to the direction and coordination of Atlantia S.p.A. pursuant to arts. 2497 and seq. of the Italian Civil Code - with its registered office at Via Laurentina 449, 00142, Rome, Italy, having a share capital of € 26.000.000 (fully paid up), TAX Code and VAT No. 09771701001 is authorized by the Belgian Toll Collectors to collect the tolls due for the use of the Belgian road network (Brussels, Wallonia and Flanders regions). In order to be entitled to use the payment service within the Belgian road network (“Viapass Service”) the Client needs to (i) hold a valid contract with OMV authorized by Telepass S.p.A. which allows use of an Interoperable Telepass on-Board Unit device (“Device”), enabled to the Viapass Service and (ii) accept the present Terms and Conditions, (iii) be the holder of the registration certificate of the vehicle in which the Device is installed (owner of the vehicle or natural or legal person who may use the vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).

Save if otherwise provided in the present Terms and Conditions, the management of the Device is regulated by the subscription agreement signed between the Client and OMV (e.g. in respect to delivery of the Device, theft, loss, other). Identity details and information on the Client and on the vehicle on which the Device will be installed are provided to Telepass S.p.A. via OMV.

### 1. The Viapass Service and the Belgian road network

The Belgian road network covers the entire territory of Belgium (i.e. all roads in Belgium are toll roads; however, a number of minor roads have a zero toll tariff). The Client should see the Viapass website for the current applicable toll tariffs and maps of the road networks in each of the three regions (Brussels, Wallonia and Flanders) and for the general terms and conditions of the infrastructure operators, to which the Client is bound when using the infrastructure. Telepass S.p.A. cannot be held liable for the applicable toll, tariff, rates and penalties. Any complaints have to be addressed to the competent Belgian Toll Collectors.

Viapass Service is available only to vehicles with a maximum authorized gross vehicle weight (GVW) of over 3.5 t. In order to be allowed to make use of the Viapass Service, the Device must be properly installed and working at all times while driving in Belgium (see Device User Manual).

The Client is hereby informed that his/her rights and obligations are defined in the applicable regulations issued by the Belgian regional authorities, including:

- (i) the Bruxelles-Capitale Regional order dated 29 July 2015;
- (ii) the Flemish Regional decree dated 3 July 2015;
- (iii) the Flemish Tax Code dated 13 December 2013, and
- (iv) the Walloon Regional decree dated 16 July 2015.



## 2. Verification of supporting documents

Pursuant to the requirements of the Belgian Toll Collectors, the Client may be requested to provide to Telepass S.p.A., via OMV, within 5 (five) days, scanned copies of official documents to serve as supporting evidence for the vehicle identification data provided upon subscription to the service.

Please be advised that up and until the Client corrects the provided data and/or, as appropriate, submits readable, correct or written documentation and the corrected data or supporting evidence:

- (i) in the absence of evidence of the authorised maximum total weight of the vehicle, the vehicle is considered to have an authorised maximum total weight in excess of 32 tonnes (the highest category) and
- (ii) in the absence of evidence of the euro emission category of the Client's vehicle, the vehicle is considered to belong to the "other euro emission categories" group (emission class 0) incurring the highest applicable charge.

The subsequent presentation of such evidence does not affect the charge due for the kilometres covered before assessment of the data contained in the documentation presented is effected. No refund of any toll paid or due by the Client due to any unreadable, incorrect or missing data or supporting evidence will be granted.

## 3. Installation and use of the Device

The Client shall always follow the instructions set out in the Device User Manual and the Mandatory Instructions for travel in Belgium delivered together with the Device.

## 4. Procedure to follow in case of Device malfunction – Customer support

The Client shall immediately contact customer support in the following cases:

- (i) When the Device indicates that it no longer satisfies the requirements of the regulations, by means of acoustic and visual signals described in the Device User Manual and in the Mandatory Instructions for travel in Belgium;
- (ii) If there is no signal from the Device.

A defective Device must be replaced with another Device (Telepass On-Board Unit or Satellic On-Board Unit) as soon as practicable. Upon contacting customer support, the Client shall be given instructions including the location of the nearest Satellic Service Point where a Satellic On-Board Unit can be obtained for temporary use before the Client receives a replacement OMV SmartPass Device. The Client must present himself at the Satellic Service Point no later than 3 (three) hours from and obtain the Satellic On-Board Unit using personal payment means (credit/bank cards or fuel cards).

Customer support is available from Monday to Saturday 8:00 to 20:00 in Italian, English, French, Spanish, German and Polish language. A toll free number is available from Belgium (080081449) and a toll number out of Belgium (+390559368001).

## 5. Invoicing and payments

Telepass will issue, on behalf of the Belgian Concessionaires, the invoices addressed to the VIAPASS Service Clients for the use of the VIAPASS Service and will make them available via the portal [truck.telepass.com](http://truck.telepass.com).

The Client undertakes to pay all amounts to OMV in order for this latter to transfer the amounts to Telepass S.p.A. The Client appoints Telepass S.p.A to pay, in its name and on its behalf, the amounts due to the Belgian Toll Collectors.

Any refunds requests will be evaluated by the Toll Chargers and, if possible, the refunds will be delivered by Telepass S.p.A.



## **6. Duration and Termination**

In case of termination of the service subscription agreement signed with OMV or in case OMV is no longer authorised by Telepass S.p.A. to distribute Devices, the present Terms and Conditions shall be automatically terminated.

Telepass S.p.A. will not be liable towards the Client in case of late notification by OMV of above events.

## **7. Information on Data Protection**

According to the applicable law on privacy and data protection, Telepass S.p.A., in its quality of data controller, will process the Client's personal data for the conclusion of these Terms and Conditions as well as for further purposes provided for by the law, in particular only with respect to the administrative and accounting purposes concerning both invoicing and keeping of accounting records pursuant to the law.

The legal ground for the processing is the fulfilling of both contractual obligations of an administrative and accounting nature and obligation provided for by the applicable law.

The processing of Client's personal data will be carried out through paper and automated means, as well as in full compliance with the applicable data protection laws and regulations. In particular, personal data will be processed lawfully, fairly and in a transparent manner; the personal data will be collected and recorder for the purposes above and not further processed in a way that is inconsistent with said purposes. The Client's personal data will be updated when necessary, processed in a way that it is always relevant, complete and not excessive in relation to the processing's purposes, as well as kept in a form allowing the identification of the data subject for no longer than is necessary for the purposes for which the data were collected or subsequently processed. Personal data will be processed in such a way to ensure a proper level of protection – including its protection through proper technical and organizational measures – from unlawful or unauthorized processing and from accidental destruction or loss.

Providing the personal data is optional but, where the data is not provided, the Client will not be able to conclude the present agreement with Telepass S.p.A. and, consequently, it cannot avail itself of the related services.

Client's personal data will be kept from Telepass S.p.A. for the entire duration of the present Terms and Conditions. Moreover, the data will be kept for ten (10) years for purposes of keeping of accounting records pursuant to the law. In any case, where necessary (such as, for instance, in order to establish or defend a legal claim), the data will also be kept no longer than is necessary to pursue legitimate purposes provided for by the law.

The Client will always have the chance to access its personal data in order to correct, erase and, more in general, to exercise the right provided for by the applicable law on privacy and personal data protection. In this respect, the Client has the right to obtain, at any time, confirmation of the existence (or absence) of such data, its communication in an intelligible form and to know their source as well as the purposes and the modalities of the related processing. The Client has the right to know who is the data controller, the data processors and to whom its data may be communicated. The Client has the right to verify the accuracy of its data or request data integration, update or correction. The Client is also entitled to ask for cancellation, anonymization or block in the event of unlawful processing as well as ask for the restriction of the processing pursuant to the applicable law and the right to oppose in any case to the data processing for legitimate grounds. The Client has the right to data portability, as well as the right to lodge a complaint with the Data Protection Authority.



## ANNEX 9 – SCANDINAVIA

### Definitions:

“Scandinavian Network”: means the motorway network, certain bridges and tunnels and transportation by ferry managed by the Concessionaires/ Management Entities listed on the website [www.easygo.com](http://www.easygo.com) within the territory of the Kingdom of Denmark, Kingdom of Sweden and Kingdom of Norway;

“Scandinavian Toll Service”: means the service enabling the execution of Transactions on the Scandinavian Network offered by Telepass using the Devices.

In order to benefit from the Scandinavian Toll Service related to the Norwegian ferries, the Clients issue a mandate to OMV to purchase and use, in the name and on behalf of the same, the relevant portion of the Scandinavian Toll Service (the invoices related to the Transactions effected on the mentioned part of the Scandinavian Toll Service will be issued by Telepass in the name of the Clients).

The Customer acknowledges that the Scandinavian Toll Service will be available for use only after 48 (forty-eight) hours from the receipt of the confirmation of the enablement of the service on the Device.

### Scandinavian Toll Service - Terms and Conditions

#### GENERAL INFORMATION

Scandinavian Toll service can be used only for vehicles with an authorized gross vehicle weight (GVW) of more than 3.5 t, provided that the following are available: (a) a device on which the service is enabled (b) a Vehicle Declaration.

The Vehicle Declaration is sent simultaneously with the shipment of the device or at the moment of device replacement, or, in case of modifications

to the data associated to the device/vehicle, it will be made available by OMV.

The Vehicle Declaration contains the following data:

- License plate and nationality
- OBU ID (contract provider + Manufacturer ID + support ID) in HEX characters and in bar code format
- PAN, also in bar code format
- Euro emission class
- Number of axles
- Euro vehicle class

Prior to installing the device and to performing transits on the network covered by the Scandinavian toll service, the user must check the correctness and consistency of the above listed data with the respective data indicated in the Vehicle Declaration, in particular regarding the number and nationality of the vehicle license plate, the device ID number and the stated EURO emission class. If the data are incorrect, the user must immediately inform Telepass S.p.A., via OMV, in respect of erroneous data and must wait to receive the updated Vehicle Declaration prior to using the services.

The Vehicle Declaration must be kept on board the vehicle at all times and must be presented for inspection.

In respect to possible additional rules of conduct and special commercial conditions please refer to the website of the concessionaires/ferry operators listed in the tables below, to the information available on the EasyGo website: <https://easygo.com/en/countries>.

In respect to the tolls charged, Concessionaires/Managing Entities accept complaints received within six (6) months from the date of the transit. The Customer shall take into account that OMV needs one (1) Business Day to forward the complaint.

### Signs and lanes

Country	Where	Lanes	Signs	Speed limit
<b>Denmark</b> 	Great belt bridge	Dedicated lanes on the left hand side with automatic barriers		
<b>Denmark</b> 	Fjordforbindelsen Frederikssund	Free flow all lanes	N/A	See road signs
<b>Denmark/ Sweden</b> 	Øresunds bridge	Dedicated lanes for lorries on the right hand side with automatic barriers.		
<b>Sweden/ Norway</b> 	Svinesunds connection	Free flow all lanes		See road signs
<b>Norway</b> 	Toll roads, bridges and tunnels	Free flow all lanes		See road signs
	Basto fosen ferry	Manual toll booth	No dedicated signs	See road signs
	Ferry Operators	Dedicated free flow lane		See road signs

### What should you do if there is a problem

Country	Where	Action if problem	Alternative	Post action
<b>Denmark</b> 	Great belt bridge	Push help button at toll booth, and show vehicle declaration to service personnel	Drive directly to lane with operator and show vehicle declaration	Contact the Device issuer, through OMV, for further investigation of malfunction
<b>Denmark</b> 	Fjordforbindelsen Frederikssund	No action needed, license plate is read and the toll shall be charged with some delay	N/A	Contact the Device issuer through OMV for further investigation of malfunction



Country	Where	Action if problem	Alternative	Post action
<b>Denmark/ Sweden</b> 	Øresunds bridge	Push help button at toll booth and show vehicle declaration to service personnel	Drive directly to lane with operator and show vehicle declaration	Contact the Device issuer, through OMV, for further investigation of malfunction
<b>Sweden/ Norway</b> 	Svinesunds connection	No action needed, license plate is read and the toll shall be charged with some delay	N/A	Contact the Device issuer, through OMV, for further investigation of malfunction
<b>Norway</b> 	Toll roads, bridges and tunnels	No action needed, license plate is read and the toll shall be charged with some delay	N/A	Contact the Device issuer, through OMV, for further investigation of malfunction
	Basto fosen ferry	No action needed, license plate is read and the toll shall be charged with some delay	N/A	Contact the Device issuer, through OMV, for further investigation of malfunction
	Ferry Operators	Have to pay full price onboard the ferry	N/A	Contact the Device issuer, through OMV, for further investigation of malfunction

### Scandinavian Toll commercial conditions

#### Storebaelt bridge

Prices: Prices for passing the Storebaelt bridge can be found on the concessionaire's website

Discount: 5% discount on the cash price will be automatically applied if the toll is paid with a Device.

Furthermore, clients can sign up a local agreement with the Storebaelt bridge for additional discounts. The agreement is called Storebaelt Business (also known as Storebaelt Erhverv).

Terms & Condition of Storebaelt Business agreement can be found on the concessionaire's website.

What the client has to do in order to sign up the local agreement (Storebaelt Business):

1. If client did not have an agreement prior to the subscription of the Scandinavian Toll Service

The agreement will be entered into automatically upon subscription of the Service (the activity takes at least five working days following the request for activation of the service). The client will appoint OMV to sign on its behalf the Terms and Conditions mentioned above.

2. If client wishes to add Devices to an already existing agreement (where are linked OBUs issued by other Service Providers)

After five working days following the request for activation of the service, the client has to communicate to the concessionaire the customer number linked to the already existing agreement (or a PAN linked to this agreement) and at least one of the new PAN / Telepass customer number (TLP C\_OLD\_UTE/truck company code of contract) linked to the service. This activity allows the Toll Chargers to unify the agreements.

To contact the concessionaire, client can call at +45 70151015, or write using the form available on the concessionaire's website.



Once performed the activities above described, additional PAN will be linked automatically to the existing agreement.

### **Øresund Bridge**

**Prices:** Prices for transits on the Øresund bridge can be found on the concessionaire's website

**Discount:** Clients can sign up a local agreement with the Øresund bridge for discounts. The agreement is called BroPas Business. Discounts are calculated in relation to numbers of passages over a year.

For detailed information about terms and conditions of BroPass Business please refer to the information reported on the Toll Charger.

What the client has to do in order to sign up the agreement (BroPass Business):

1. If client did not have a BroPas Business agreement prior to the subscription of the Service:

The client has to access the Øresund website and sign up a BroPas Business agreement choosing the option "Order BroPass Business and link your current bizzes/OBEs to your new contract", filling the company information and creating all the association Vehicle/ Scandinavian PAN (serial number).

2. If client wishes to add Devices to an already existing BroPas Business agreement (signed with BroBizz as service provider):

- The client has to subscribe a new BroPas Business Agreement (as described above);
- Following the agreement subscription the client, through the contact form available on Oresund website can ask to the Toll Charger to link the new contract with the old contract;
- Once the Toll Charger completes the operations, further Scandinavian PAN will be linked to the BroPas Business Agreement automatically.

### **Norway toll road, ferries and bridges**

**Prices:** Prices for Norwegian Toll Roads and bridges can be found on "Autopass" website

Prices for Norwegian ferries can be found on ferry operators website.

**Toll Road and Bridges Discounts:** Discounts are defined and applied by Norwegian Concessionaires.

### **Norwegian Ferry Operators Discounts**

Clients will receive a discount of 10% discount by certain ferry operators when paying the fare with a Device. These Ferry Operators are listed at the end of the document (table Ferry Operators list).

For additional information contact OMV.

### **Attention points**

#### **Great belt bridge**

- If barrier does not open, push the help button.
- If in wrong lane, stop and push help button.

#### **Øresunds bridge**

- If barrier does not open, push the help button.
- If in wrong lane, stop and push help button.

#### **Norway**

Norway has a one Device one vehicle policy, which means that the license plate registered on the Device has to match the license plate on the vehicle. Notice that inconsistency of registration of data on the Device related to the vehicle can cause an expensive penalty.

**IMPORTANT:** Vehicles >3500 kg are obligated to have a valid Device on board. If no Device is present this shall also result in an expensive penalty.

### Explanation of light signals in free flow lanes

Dedicated EFC lanes	Automatic systems	Description
		In toll stations with dedicated EFC-lanes the yellow line indicates that the passage is (probably) not approved and a picture has recorded the vehicle's license plate. A penalty will/may be sent to the vehicle owner. This signal light is not used in automatic toll stations. Penalties are not used in automatic toll stations.
		The green light (plus-sign) confirms that the passage is approved and the account has been charged

### Toll Charger List

Toll Charger	Country	Type of Toll
Øresundsbro Konsortiet	Denmark -Sweden	Bridge
A/S Storebæltsforbindelsen	Denmark	Bridge
Fjordforbindelsen Frederikssund	Denmark	Bridge
E134 Stordalstunnelen / Åkra	Norway	Toll Road
Eksporthveien AS	Norway	Toll Road
Ferde AS - Askøypakken	Norway	Toll Road
Ferde AS - Bømløpakken	Norway	Toll Road
Ferde AS - Bomringen Bergen	Norway	Toll Road
Ferde AS - Bomringen i Kristia	Norway	Toll Road
Ferde AS - Bymiljøpakken Nord	Norway	Toll Road
Ferde AS - E18 Tvedestrand-Are	Norway	Toll Road
Ferde AS - Finnfast	Norway	Toll Road

Toll Charger	Country	Type of Toll
Ferde AS - Førdepakken	Norway	Toll Road
Ferde AS - Fv. 45 Gjesdal	Norway	Toll Road
Ferde AS - Hardangerbrua	Norway	Toll Road
Ferde AS - Haugalandspakken	Norway	Toll Road
Ferde AS - Jondalstunnelen	Norway	Toll Road
Ferde AS - Kvammapakken	Norway	Toll Road
Ferde AS - Listerpakken	Norway	Toll Road
Ferde AS - T-Forbindelsen	Norway	Toll Road
Ferde AS - Vossapakke	Norway	Toll Road
Ferde AS Nordhordlandspakken	Norway	Toll Road
Fjellinjen AS	Norway	Toll Road
Fosenvegene AS	Norway	Toll Road
Fv. 714 Laksevegen	Norway	Toll Road
Hålogalandsbrua AS	Norway	Toll Road



Toll Charger	Country	Type of Toll
Helgeland Veitvikling AS	Norway	Toll Road
Nordland Bompengeselskap AS	Norway	Toll Road
Ryaforbindelsen AS	Norway	Toll Road
Svinesundsforbindelsen AS	Norway	Toll Road
Troms Bompengeselskap AS	Norway	Toll Road
Trondheimsprosjektene	Norway	Toll Road
Vegamot - E6 Vindåsliene	Norway	Toll Road
Vegamot - Fv17/Fv120	Norway	Toll Road
Vegfinans Bypakke Grenland AS	Norway	Toll Road
Vegfinans Bypakke Nedre Glomma	Norway	Toll Road
Vegfinans E134 Buskerud AS	Norway	Toll Road
Vegfinans E16 Kongsvingervegen	Norway	Toll Road
Vegfinans E16 Oppland AS	Norway	Toll Road
Vegfinans E18 Telemark AS	Norway	Toll Road
Vegfinans E18 Vestfold AS	Norway	Toll Road
Vegfinans E6 Gardermoen-Moelv	Norway	Toll Road
Vegfinans E6 Oppland AS	Norway	Toll Road
Vegfinans E6 Ringeby-Otta AS	Norway	Toll Road
Vegfinans Fv33 Oppland AS	Norway	Toll Road
Vegfinans Fv34 Oppland AS	Norway	Toll Road
Vegfinans Gausdalsvegen AS	Norway	Toll Road

Toll Charger	Country	Type of Toll
Vegfinans Hallingporten AS	Norway	Toll Road
Vegfinans Østfold Bompengesels	Norway	Toll Road
Vegfinans Rv3 og Rv25 Hamar-El	Norway	Toll Road
Vegfinans Rv36 Telemark AS	Norway	Toll Road
Vegfinans Rv4 Oppland AS	Norway	Toll Road
Veipakke Salten AS	Norway	Toll Road

Ferry Operators List		
Ferry Operator which allow payments with a Device	Country	Type of Toll
ATB AS	Norway	Ferry
Bastø Fosen	Norway	Ferry
Boreal Sjø AS	Norway	Ferry
Fjord 1	Norway	Ferry
Gulen Skyss	Norway	Ferry
Nordland Fylkeskommune	Norway	Ferry
Norled AS	Norway	Ferry
Torghatten Nord AS	Norway	Ferry
Wergeland AS	Norway	Ferry

The lists above may be modified.

Please note: not all ferry connections are available for heavy vehicles. Information can be found on the ferry operators websites.



## ANNEX 10 – GERMANY

### Definitions:

“German Network”: means the road and motorway network managed by Bundesamt für Güterverkehr (BAG) within the territory of the Federal Republic of Germany;

“LKW Maut German Service”: means the service enabling the execution of Transactions on the German Network offered by Telepass using the Devices.

“LKW Maut German Service Client”: for the purposes of the LKW Maut German Service the Client is identified as the holder of the registration certificate of the Vehicle in which the Device is installed (owner of the Vehicle or natural or legal person who may use the Vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).

When delivering the invoices and referred to the other OMV SmartPass Services, Telepass shall send the toll statements addressed to the Clients of the LKW Maut German Service for the use of the LKW Maut German Service. Statements addressed to the Clients of the LKW Maut German Service will be available via the portal [truck.telepass.com](http://truck.telepass.com). The actual entry of the Transactions effected with unlawful/improper use of the Devices / of the LKW Maut German Service could occur until four (4) years after the transit, as provided by Art. 8 of the German Federal Trunk Road Toll Act of 12.07.2012 (“BFStrMG”).

### Terms and Conditions LKW Maut German Service

Telepass S.p.A. - company with sole shareholder subject to the direction and coordination of Atlantia S.p.A. pursuant to arts. 2497 and seq. of the Italian Civil Code - with its registered office at Via Laurentina 449, 00142, Rome, Italy, having a share capital of € 26.000.000 (fully paid up), TAX Code

and VAT No. 09771701001 is an EETS Provider admitted in Germany that, pursuant to the admission agreement entered into with the Bundesamt für Güterverkehr (BAG) (the “EETS Admission Agreement”), is entitled to pay to the BAG amounts corresponding to the tolls collected from the toll payers, according to Section 4(6) of the German Federal Trunk Road Toll Act of 12.07.2012 (“BFStrMG”), being understood that Telepass S.p.A. has explicitly not been granted sovereign powers that would be necessary for the collection of fees.

These Terms and Conditions regulate the collection by Telepass S.p.A. of the amounts corresponding to the tolls due for the use of the German road network through Interoperable Telepass on-board units (“Device/s”), under the EETS Admission Agreement (“LKW Maut German Service”).

The present terms and conditions govern the use by the “Client” (as identified by OMV, defined below) of the Devices for the payment of tolls on the road and motorway network covered by the electronic toll payment service in Germany. By entering into, proving the existence of these Terms and Conditions (entered into between the Client and Telepass S.p.A.), complying with the same and paying - through the LKW Maut German Service - a fee equal to the toll for each use of roads and motorways in Germany that are subject to toll, the Client - as EETS user - will be exempted from the obligation to pay the toll to the Bundesamt für Güterverkehr (BAG), pursuant to section 4(6) of the BFStrMG.

In order to be entitled to use the LKW Maut German Service the Client needs to (i) hold a valid contract with a third party sales partner authorized by Telepass S.p.A. (OMV/OIS being a “Sales Partner”) and (ii) accept the present Terms and Conditions, through OMV/OIS, therefore entering into a contractual relationship with Telepass S.p.A. and (iii) be the holder of the registration certificate of the vehicle in which the Device is installed (owner of the vehicle or natural or legal person who may use the vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).



The Clients undertakes to comply with all conditions applicable to the use and payment of the toll within the German toll domain, and acknowledges and agrees to be directly liable towards Telepass S.p.A. for the payment of the fees equal to the tolls incurred for the use of the German road networks as better specified in Article 6.

#### **Art. 1 LKW Maut German Service and the German road network**

The German road network covers the entire territory of Germany (i.e. most of the federal roads and motorway in Germany are toll routes). Detailed information on the German road network subject to toll are available on the following web-site:

[https://www.bag.bund.de/DE/Navigation/Verkehr\\_saufgaben/Lkw-Maut/Mauttabelle/mauttabelle\\_node.html](https://www.bag.bund.de/DE/Navigation/Verkehr_saufgaben/Lkw-Maut/Mauttabelle/mauttabelle_node.html)

Payment of German tolls is due only for motor vehicles or vehicle combinations with a gross vehicle weight of 3.5 tonnes or above.

Information regarding vehicles which are exempt from toll are available at the following web-site:

[http://www.gesetze-im-internet.de/bfstrmg/\\_1.html](http://www.gesetze-im-internet.de/bfstrmg/_1.html). German tolling system is an automatic toll charging system based on satellite positioning technology. There are no street installations for the use of the service, save for control implementation structures.

The toll rates are set down in the BFStrMG. The total amount is based on the distance that a vehicle or a vehicle combination travels on a road subject to toll and a toll rate per kilometer that includes the infrastructure costs and external costs (e.g. air and noise emissions caused by the vehicle).

The partial toll rate for infrastructure costs depends on axles number of the truck and vehicle weight class.

The partial toll rate for air pollution costs is determined according to the emission class, which is used as the basis for assigning each vehicle to one of the six categories: A, B, C, D, E or F.

The indication of the emission classes is the responsibility of the toll clients; the Clients are obliged to declare themselves correctly (principle of self-declaration).

More information on toll rates are available on the following link: [https://www.gesetze-im-internet.de/bfstrmg/anlage\\_1.html](https://www.gesetze-im-internet.de/bfstrmg/anlage_1.html)

#### **Art. 2 – Enablement of the LKW Maut German Service**

The enablement of the LKW Maut German Service will be requested to Telepass S.p.A. by OMV on behalf of the Client. The request forwarded will include the information/data (e.g. on the vehicle on which the Device will be fitted) which is necessary to customize the Device.

The Client is responsible for the correctness and completeness of the information/data necessary to customize the Device and shall promptly and fully indemnify and hold Telepass S.p.A. harmless from any liability and/or expense in this respect. In case the Concessionaires or the Management Entities apply penalties to Telepass on account of incorrect and/or incomplete data, said penalties may be charged to the Client.

Upon request, the Client will provide Telepass S.p.A., through OMV, with a copy of the support documentation related to the information/data provided within the time frame set by OMV (it being expressly agreed and understood that Telepass S.p.A. needs to receive the documentation within five (5) days from the request).

Telepass shall customize (as necessary) the Device requested by the Client. The Device shall be delivered to the Client through OMV.

#### **Art. 3 – Installation and use of the Device**

In order to be allowed to pay the German tolls, the Device must be properly installed and working at all times while driving in the German network. Each Device may only be associated with a specific vehicle and its licence plate number.



The Client may have only one functioning Device on board the vehicle during transit. The simultaneous use of multiple devices on board the vehicle having the electronic toll payment service enabled in Germany can result in multiple toll payments for the same transit.

The Device shall be kept and used with care and diligence, and according to the provisions of these Terms and Conditions and the instructions set out in the Device User Manual delivered together with the Device. The Device must be connected to a power supply when in use. Any use of the Device in an irregular manner and/or for unlawful purposes is expressly prohibited.

Use of the Device may, at any time, be prohibited (temporary blocking) in accordance with the agreement between the Client and OMV in this respect. However, prior to the enforcement of any such measures, the Client shall be advised thereof by OMV. Should Telepass S.p.A. become aware that the Client is using the Device and/or the LKW Maut German Service in an improper and/or unlawful and/or fraudulent way, it will promptly notify OMV about the circumstance for proper action. Should, within twenty-four (24) hours, no action be taken, Telepass S.p.A. is authorized to take any action deemed appropriate in order to avoid application of penalties/sanctions against Telepass S.p.A. by the relevant toll chargers. Action will include blocking the Device.

Any tolls related to transits made with misuse and/or unlawful use and/or fraudulent use of the Device and/or the LKW Maut German Service and/or sanctions/damages/penalties applied to Telepass S.p.A. in this respect may be charged to the Client.

The Client may disable the Device by sending a request in this respect to OMV which will act accordingly. The timing for the disablement will depend on the agreements in this respect between the Client and OMV/OIS.

#### **Art. 4 – Theft/loss of the Devices**

In case of theft or loss of the Device, the Client shall immediately notify OMV.

Following the notification of theft / loss and consequent blocking of the Device it will not be possible to re-enable it. Should the Device in question be found, it shall be returned to Telepass S.p.A. according to clause 12.4. of the OMV SmartPass Terms and Conditions.

#### **Art. 5 Procedure to follow in case of Device malfunction – Customer support**

If the Device is defective the Client has to exit from the network and use alternative ways of payment offered by Toll Collect, as follows:

- APP
- INTERNET
- TOLL STATION TERMINAL

More information on toll rates are available on the Toll Collect's website: <https://www.toll-collect.de/en/>

Any type of Device malfunction shall be notified to OMV as soon as possible.

#### **Art. 6 Issue of toll statements and payments**

Telepass S.p.A. shall send the toll statements related to the transits made through the Device and the LKW Maut German Service, issued in the name and by order of the German toll charger, to the Client, via the portal [truck.telepass.com](http://truck.telepass.com).

The Client undertakes to settle all the amounts due stated in the toll statements to OMV in order for this latter to transfer the relevant amounts to Telepass S.p.A. The Client hereby instructs Telepass S.p.A. to pay, in its name and on its behalf, the amounts due to the Bundesamt für Güterverkehr (BAG).

#### **Art. 7 Duration and Termination**

The present Terms and Conditions are binding for the Client as from the subscription by the same of this form or, in case Article 9 below applies, from the entry into force of the new version.



The Client may terminate this agreement with Telepass S.p.A. by giving notice of the circumstance to OMV which will act accordingly. The timing for the termination will depend on the agreements in this respect between the Client and OMV.

In case of termination of the service subscription agreement signed with OMV or in case OMV is no longer authorized by Telepass S.p.A., the present Terms and Conditions shall be automatically terminated.

Telepass S.p.A. will not be liable towards the Client in case of late notification by OMV of any of the above events.

#### **Art. 8 Information on Data Protection**

The Client, upon signature of the present Terms and Conditions, declares to have received prior information in respect to the issues covered in the Information notice hereunder.

##### **8.1 DATA CONTROLLER**

Telepass S.p.A., with registered office in Via Laurentina 449, Roma, in person of its legal representative pro tempore, is the Data Controller of personal data of the Client ("Data Controller" or "Telepass").

##### **8.2 DATA PROTECTION OFFICER**

The Data Controller has appointed a Data Protection Officer ("DPO") which you might contact sending an e-mail to the following mailbox [DPO@telepass.com](mailto:DPO@telepass.com) or writing a communication to the following address:

Responsabile della protezione dei dati –  
Data Protection Officer (DPO)  
c/o Telepass S.p.A.  
Via Laurentina 449  
00142 – Roma.

##### **8.3 PERSONAL DATA DEFINITION AND INFORMATION REGARDING THE PROCESSING ACTIVITIES**

Before entering into the contract and, thereafter, for the management of the contractual relationship that might be established with you, Telepass processes the following personal data ("Data"), which may be obtained either from you or from OMV that you have a contract with:

- first name, surname, legal entity or company name;
- tax code and/or VAT number;
- address and/or registered office;
- contact details, such as telephone number and e-mail;
- bank account details (i.e. IBAN);
- licence plate number;
- location information/position data of the Device.

The provision of your Data is voluntary; however, it is necessary to allow the establishment and the performance of the contractual relationship, as well as to allow Telepass to provide you with the service requested.

##### **8.4 PURPOSES FOR THE PROCESSING**

Your Data will be processed by Telepass for the following purposes:

- a. To perform the contract (art. 6, paragraph 1, let. b of the GDPR)

Your Data will be processed by Telepass for the establishment and the performance of the contractual relationship. By way of example, your Data shall be processed for the management of the contract.

- b. To comply with a legal obligation (art. 6, paragraph 1, let. c of the GDPR)

Your Data will be processed by Telepass to fulfil legal obligations, such as tax obligations related to the performance of the contract and the German toll laws and regulations.



## 8.5 DISCLOSURE OF YOUR DATA TO EU AND NON-EU THIRD PARTIES

Telepass may disclose some of your Data to third parties which provide the Data Controller with services related to the management of the contractual relationship, including OMV/OIS with which you entered into a contract, organizations which provide Telepass with administrative services and external consultants. Anonymized Data can be disclosed to Telepass' controlled company Infoblu S.p.A.

Where required, the abovementioned entities have been duly appointed as Data Processor by Telepass and the list of Data Processors is available for consultation by contacting the DPO.

Your Data, including the location information/position data of the Device, will be communicated to the German toll charger for the purpose of assessing your transits within the German toll domain and requesting the payment of the applicable toll.

Your Data shall not be subject to any kind of dissemination to unidentified subjects.

## 8.6 APPLICABLE RETENTION PERIOD

Telepass will process your Data (with the exclusion of the location information/position data of the Devices) for the entire duration of the contractual relationship and will retain them (i) until necessary for complying with legal obligations (e.g. tax law obligations) or (ii) for the exercise or defense of Telepass's rights in court or out-of-court, until the expiry of the limitation period provided for by the law or until a final decision on the relevant litigation has been issued. The location information/position data of the Devices will be stored and deleted in accordance with the indications of art. 9(1a) of the BFStrMG and, therefore, will be anonymised immediately after the recognition process has been run, which differentiates between toll-liable and non-toll-liable road sections, and deleted after 120 days at the latest.

## 8.7 YOUR RIGHTS AS DATA SUBJECTS

At any time, while we are in possession of or processing your Data, you, the data subject, have the following rights:

- Right of access – you have the right to obtain confirmation as to whether or not your personal data is being processed, and, where that is the case, the right to access to the personal data and to receive any information regarding said processing;
- Right of rectification – you have the right to obtain without undue delay the rectification of your personal data, should it be inaccurate or incomplete;
- Right to erasure – in certain circumstances, you have the right to obtain the erasure of your personal data from our records;
- Right to restriction on processing – where certain conditions apply, you have the right to obtain from the Data Controller restriction of processing;
- Right of portability – you have the right to have your personal data we hold transmitted to another data controller;
- Right to object – you have the right to object to the processing;
- Right to lodge a complaint before the Supervisory authority – should Telepass refuse to follow up to your request to exercise your rights as provided for by the GDPR, Telepass shall provide you with the reason underpinning said refusal. If need be, you have the right to lodge a complaint as set forth under paragraph 8.9 below.

Should you intend to exercise your rights as provided for by the GDPR, please contact Telepass at the following dedicated e-mail address [privacy@telepass.com](mailto:privacy@telepass.com) or write to the DPO at the address mentioned in paragraph 8.2.

## 8.8 DATA SECURITY

In accordance with Section 32 of the GDPR Telepass implements appropriate technical and organizational measures to ensure an appropriate level of security with reference to the Data, and further implements all adequate measures to prevent, or at least to minimize, any reasonably foreseeable risk relevant to the accidental or



unlawful destruction, loss, alteration, unauthorized disclosure or access to the Data received.

## 8.9 COMPLAINTS

Should you wish to file a complaint as to how your Data is being processed by Telepass, or as to how your complaint has been handled, you have the right to lodge a complaint directly before the Supervisory authority.

### **Art. 9 Modification of Terms and Conditions of the LKW Maut German Service**

The present Terms and Conditions may be amended in case of modifications imposed by laws of mandatory nature or in the case of modifications required by the toll charger. Such modifications shall apply according to the terms and conditions which introduce them.

### **Art. 10 Claim Management**

By virtue of § 4, par. 2, sentence 1 of the BFStrMG in connection with § 21 par. 2 of the Federal Fees Act of 07/08/2013 ("BGebG"), all reimbursement requests must be submitted to Telepass S.p.A. within the end of the third calendar year following the date of the transit.

In all cases which cannot be handled by Telepass S.p.A., this latter will act only as a front end to the BAG. The BAG may charge a fee per case and license plate, depending on the request type. The base fee is set by § 4, par. 5 of the BFStrMG.

Each application must be sent to Telepass S.p.A. (in German and English) by writing at truck@telepass.com with a copy to OMV/OIS or by the OMV/OIS on behalf of the Client and contain, inter alia:

- the Authorization Approval Form attached (in German and English) signed by the Client;
- all necessary evidence relating to the request, which may vary from case to case;

- bank transfer details of the bank account to which the reimbursement shall be sent.

Telepass S.p.A. will carry out a preliminary examination of the application. If no reimbursement is due or the amount to be reimbursed is less than the fee set in § 4, par. 5 of the BFStrMG, Telepass S.p.A. will reject the application without forwarding it to the BAG.

If an application may be eligible for reimbursement, but cannot be handled by Telepass S.p.A. directly, Telepass S.p.A. will forward it to the BAG. Telepass S.p.A. cannot assess the amount to be refunded by the BAG.

The result of the investigation by the BAG will be sent to Telepass S.p.A., which then will forward it to the Client through OMV. Telepass S.p.A. is not responsible for the timing of the transmission of the response by OMV to the Client. Telepass S.p.A. only acts as a representative recipient of BAG's decision.

The reimbursement, if any, will be sent by the BAG directly to the Client by bank transfer.

If the Client does not agree with BAG's response, the Client has the right to appeal within the time-frame indicated in BAG's response. The objection period starts from the reception of BAG's verdict by Telepass S.p.A. If this is the case, the Client will have to write to the BAG directly. By virtue of § 23 of the German Administrative Procedure Act of 25.05.1976 ("VwVfG"), every communication from and to the BAG must be in German.

#### Granting an Authorisation to Receive

I/we (1) hereby grant to Telepass S.p.A. (2) an authorisation to receive.

The authorisation to receive is valid until it is revoked and extends to all decisions of the Federal Office for Freight (BAG) in the context of claims and refund applications.



## ANNEX 11 – SWITZERLAND

### Definitions:

“Swiss Network”: means the road network of the Swiss Confederation and of the Principality of Liechtenstein;

“LSVA Service”: means the service enabling the execution of Transactions on the Swiss Network that is offered by Telepass using the Devices.

“LSVA Service Client”: for the purposes of the LSVA Service the Client is identified as the holder of the registration certificate of the Vehicle in which the Device is installed (owner of the Vehicle or natural or legal person who may use the Vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).

The deactivation of the LSVA Service, as well as the blocking of the Device due to theft/loss and temporary blocking have no effect if the Vehicle is circulating within the Swiss Network. The time limitation terms included in clauses 5 and 7 of the OMV SmartPass Terms and Conditions will therefore not apply in the mentioned case.

The Client acknowledges the necessity to activate the LSVA Service for transits within the Swiss Network. Transits made and registered by the Concessionaire may be charged to the Clients.

### Terms and Conditions “LSVA Service”

The present terms and conditions govern the use of the OMV SmartPass Devices for the payment of tolls on the road network covered by the electronic toll payment service in Switzerland and in the Principality of Liechtenstein (LSVA Service).

### 1. Enabling the LSVA service

The user can use the LSVA service only for vehicles with a maximum authorised gross vehicle weight (GVW) of more than 3.5 t (vehicle class N2 or N3), provided that these vehicles are registered in countries other than Switzerland and the Principality of Liechtenstein. LSVA Service is provided exclusively to the holder of the registration certificate of the vehicle in which the Device is installed (owner of the vehicle or natural or legal person who may use the vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).

Prior to performing transits on the network covered by the LSVA Service, the user must:

- Set the number of axles of the vehicle (including the trailer);
- Ensure that the device is operating correctly, as indicated in the Instruction Manual;
- Ensure that the data recorded in the device are correct in relation to the vehicle with which it is travelling. To set the vehicle weight, it is also possible to proceed with the extended declaration (Trailer Weight Declaration) via the Telepass Truck mobile app connected to the K1 OBU.

### 2. Enabled motorway network

The LSVA service is active in Switzerland and the Principality of Liechtenstein on:

- national roads and motorways;
- cantonal roads;
- municipal roads.

### 3. Installation and use of the Device

Each Device may only be associated with a specific vehicle and its license plate number.

The vehicle data recorded on the device, including user data, must be correct. In case of incorrect data the concessionaire may charge a fine.



Please note: in case of use of a device for toll payment, no forms must be collected from the customs office. Collection of the form may result in a double toll charge. In the case of double toll charge, the payment made with the device will prevail. A refund can be requested by customs offices but a fee will be applicable in respect to the refund procedure.

#### **4. Device malfunction**

In case of device malfunction:

a) Procedure entering Switzerland or the Principality of Liechtenstein

The user must declare the entry of the vehicle at a customs office (in accordance with the Directive 15-02-03 (Special provisions Performance-related heavy vehicle charge (PRHVC) for foreign vehicles) issued by the Federal Customs Administration FCA, which is available at the following website [https://www.ezv.admin.ch/dam/ezv/en/dokument\\_e/abgaben/AVEA/AVAA/R\\_15-02-03\\_Special\\_provisions\\_HVC\\_for\\_foreign\\_vehicles.pdf](https://www.ezv.admin.ch/dam/ezv/en/dokument_e/abgaben/AVEA/AVAA/R_15-02-03_Special_provisions_HVC_for_foreign_vehicles.pdf).)

and register it using the appropriate form. Upon delivery of the form, the customs office will issue an identification card (ID-Card) to the user for the payment of the transit without using the device.

Payment will be made at the processing terminals at the customs offices using the methods provided (s: LSVA account; fuel card, cash).

At the end of the procedure, a receipt will be issued and must be kept on board the vehicle for the entire duration of the circulation.

b) Procedure on exit from Switzerland or the Principality of Liechtenstein

The driver is obliged to inform the customs office if the device has interrupted or ceased operation during the ride. No further action is necessary.

#### **5. Issue of Assessment Notices and term for complaints**

The Assessment Notices relating to tolls due for transits made using the device, issued by Telepass S.p.A. in the name and on behalf of the Swiss Confederation, will be issued on a daily basis and made available to User via the portal [truck.telepass.com](http://truck.telepass.com).

The deadline for any complaints regarding the content of the Assessment Notices is 30 days from issue. Any complaints must be forwarded through OMV. The Customer shall take into account that OMV needs one (1) Business Day to forward the complaint.



## ANNEX 12 – BULGARIA

### Definitions:

“Bulgarian Network”: means the road network of the Republic of Bulgaria;

“Tollpass Service”: means the service enabling the execution of Transactions on the Bulgarian Network that is offered by Telepass using the Devices.

“Tollpass Service Client”: for the purposes of the Tollpass Service the Client is identified as the holder of the registration certificate of the Vehicle in which the Device is installed (owner of the Vehicle or natural or legal person who may use the Vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC)

Activation and deactivation of the Tollpass Service and modification of the number plate associated with the Device, shall take place after approval by the Concessionaire. OMV has one (1) business day to forward such request. **The Tollpass Service cannot be activated on a Vehicle on which the electronic toll service is already active on the Bulgarian Network. If the Client has other device for the Vehicle activated for Tollpass Service, the Client shall request its deregistration from Tollpass Service with its device supplier before requesting the activation of OMV SmartPass Device for Bulgarian Network.**

### Terms and Conditions “Tollpass Service”

The present terms and conditions govern the use of the OMV SmartPass Devices for the payment of tolls on the road network covered by the electronic toll payment service of the Republic of Bulgaria (Tollpass Service).

#### 1. Enabling the Tollpass Service

The user can use the Tollpass Service only for vehicles with a maximum authorised gross vehicle weight (GVW) of more than 3.5 t (classified as N2 or N3) or buses with a maximum authorised gross

vehicle weight (GVW) of more than 3.5 t. Tollpass Service is provided exclusively to the holder of the registration certificate of the vehicle in which the Device is installed (owner of the vehicle or natural or legal person who may use the vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).

Prior to performing transits on the network covered by the Tollpass Service, the user must:

- Set the number of axles of the vehicle (including the trailer);
- Ensure that the device is operating correctly, as indicated in the Instruction Manual;
- Ensure that the data recorded in the device are correct in relation to the vehicle with which it is travelling (including the number of axles).

#### 2. Enabled motorway network and safety rules

The Tollpass Service is active in the Republic of Bulgaria on first class roads and motorways.

#### 3. Installation and use of the Device

Each Device may only be associated with a specific vehicle and its license plate number.

The vehicle data recorded on the device, including user data, must be correct. In case of incorrect data the concessionaire may charge a fine.

#### 4. Device Malfunctioning

In the event of device malfunction the user must make a pre-payment:

- on the Tollpass website by purchasing a "ROUTE PASS" in the BUY ROUTE PASS section of the Tollpass website with bank-/credit cards. To this end, the user must follow the instructions provided in the aforementioned section or,
- at OMV filling stations in Bulgaria by purchasing a "ROUTE PASS" with OMV card.
-

**5. Issue of Statements**

Telepass will issue the statements addressed to the Tollpass Service Clients for the use of the Tollpass Service and will make them available via the portal [truck.telepass.com](http://truck.telepass.com).

The user undertakes to pay all the fees indicated in the toll statements to OMV/OIS, and grants OMV/OIS a mandate to transfer the relevant amounts to Telepass S.p.A. The user instructs Telepass S.p.A. to pay, in its name and on its behalf, the amounts due to the Bulgarian toll operator International Traffic System.



## ANNEX 13 – ITALY

### Definitions:

“Telepass Service in Italy”: means the Telepass Service enabling the execution of Transactions on the Italian Network that is offered by Telepass to CONSORZIO for use by its Clients/Members.

“Comitato Centrale Albo Autotrasportatori” (shortly “Albo”): central committee of the register of hauliers in Italy, which is the relevant organization deciding on the entitlement of rebates related to Italian toll turnover.

### GENERAL CONDITIONS OF THE TELEPASS SERVICE IN ITALY

1. The Customer can only get access to the Telepass Service in Italy, if the Customer becomes a member of the CONSORZIO.
2. The parking and ferry transport payment services of the Telepass Service in Italy may not be enabled/disconnected.
3. In terms of the Telepass Service in Italy the CONSORZIO appointed OIS for the task of administrative management of the Devices.
4. The Telepass Service in Italy can be used only via OMV SmartPass Devices. **Therefore, the rules related to the use of the Viacard cards included in the “Rules and General Conditions for the acceptance and use of Viacard and Telepass means of payment for deferred payment of tolls on Italian Toll Motorways” issued by Autostrade per l’Italia S.p.A. will not apply.**

### CONSORZIO MEMBERSHIP

To become a member of the CONSORZIO, the Customer shall provide:

1. Signed application for membership (document “Domanda di Adesione”).
2. Data of its vehicles according to the OMV SmartPass Order Form. For vehicles in leasing or rented the copies of the contract for each vehicle shall be provided.
3. Copy of the vehicle documentation (scanned version, one by one per vehicle with the plate number being the title of the file).
4. Community license (i.e. EU or EC license of transport companies). The new model must be supplied when it is renewed.
5. Copy of the identity card of the legal representative of the company.
6. Certificate of incorporation of the company.
7. Other supplementary documents requested by Albo.
8. The Customer shall pay the membership fee according to the valid list of “International services and surcharges”.

### ITALIAN TOLL REBATE

1. CONSORZIO members may be entitled for yearly rebate upon their Italian toll turnover based on the decision of Albo.
2. Before receiving the rebate, CONSORZIO member shall follow the instructions of the CONSORZIO and OIS/OMV.
3. The CONSORZIO member acknowledges that the CONSORZIO pays the rebate to OIS and OIS pays it to the CONSORZIO member. OIS has the right to use the rebate to fulfil payment obligations of the CONSORZIO member in case the latter has overdue payments towards OMV/OIS.



## **RULES AND GENERAL CONDITIONS FOR THE ACCEPTANCE AND USE OF VIACARD AND TELEPASS MEANS OF PAYMENT FOR DEFERRED PAYMENT OF TOLLS ON ITALIAN TOLL MOTORWAYS**

### **RECITALS**

Autostrade per l'Italia S.p.A., (hereinafter "ASPI"), a company subject to the direction and co-ordination of Atlantia S.p.A., share capital of EUR 622,027,000.00, with registered office in Via A. Bergamini, 50 - 00159 Rome, tax code, VAT number, and registration number in the Companies Register of Rome 07516911000, concessionaire for construction and operation of motorways in accordance with the single agreement signed on 12 October 2007, approved by Law no. 101 of 6 June 2008, allows the acceptance of Viacard and Telepass means of payment for the deferred payment of tolls when entering or exiting toll stations of Italian toll motorways where the above-mentioned means of payment are accepted, on the basis of agreements with ASPI and the various motorway concessionaires, according to the rules and conditions listed below in this form, which must be signed by the Client at the time of signature of the Telepass service subscription Agreement. The Client agrees to observe the following procedures for the transit through Viacard lanes, Telepass lanes and bi-modal Telepass/Viacard lanes, when entering and exiting Italian toll motorway network. These terms and conditions may be modified by ASPI which will give notice of the circumstance.

### **1. GENERAL RULES**

1.1 ASPI allows its Clients to use Viacard cards or Telepass devices for payment of motorway routes using vehicles, whose number plates are indicated in the Telepass service subscription agreements. In this regard please note that each Telepass device may be associated to only one number plate and one number plate may be associated to only one Telepass device.

1.2 The Client agrees to promptly report any change of his/her data. The Customer shall inform ASPI of any modification of the number plates on which the Telepass device is used.

1.3 ASPI reserves the right at any time to terminate the acceptance of Viacard and Telepass means of payment for the deferred payment of tolls.

### **2. USE OF THE VIACARD AND TELEPASS TOLLBOOTH SYSTEMS**

2.1 The use of Viacard and Telepass is extended over the entire Italian toll motorway network, provided that they are used respectively through the Viacard and Telepass lanes both for entry to and exit from the motorway network, and said means of payment and the vehicles associated to them are compliant in all respects, and therefore are correctly authorised for the transit.

2.2 Viacards must be inserted in the specific automatic tolling machines located at Viacard reserved exits, or handed over to tollbooth personnel along with the entry tickets (where applicable). When the Viacard is used, it is not possible to validate the transit of two vehicles with the same card, even if one vehicle follows the other.

2.3 Where a Telepass Client enters a station equipped with a Telepass lane and exits at a toll station in which, for whatever reason, the Telepass service is not available, said Client must declare the toll station of provenance to the tollbooth personnel. If the Client having entered a toll station with a Telepass lane then exits through a highly automated toll station, the Client must use a self-service Viacard lane, press the help request button and declare to the personnel, via intercom, the toll station of provenance. In both of the above cases, the toll for the declared route, or if different, the motorway route actually covered, as revealed by checks carried out by ASPI, shall be charged to the



Client in the invoice or by sending it a report of failure to pay - Form PE-07.

2.4 If it is not possible to use the Telepass service at a toll station of entry because the service is temporarily unavailable, the Client shall pick up the ticket, and in order to settle the route when exiting, he/she must use, where available, a bimodal lane (Viacard self-service with overlapping Telepass service) by inserting the ticket into the specific slot; the device's code will automatically be acquired by the tollbooth system. If the bimodal type of lane is not available, the transit must be completed in a lane managed by an operator, to whom the Client must hand over the ticket and declare that the vehicle is equipped with a Telepass device. ASPI will ascertain the statement made by the Client for the purpose of charging the amount due for the transit in the invoice.

2.5 In case no entry has been detected in the Client's Telepass system device, the transit shall be deemed to have been covered in violation of the rules for the use of the toll motorway. The lane system will automatically detect the vehicle licence plate that covered the route through the video recording system installed in toll stations, and the Client will be required to pay a toll calculated from the furthest toll station from the station of exit, as provided for by Article 176 of Legislative Decree 285 of 30.4.1992, the "Highway Code" (Codice della Strada), without prejudice to the application of administrative sanctions as provided for by the said legislation. In any case, the Client has the right to provide evidence of the toll station it entered for the purpose of defining the amount actually due.

2.6 The Client is required to comply with the rules for approaching, transiting and leaving Telepass lanes. In particular, for security reasons and in order to allow the collection of data by the systems installed on lanes, the Client, by signing this form, undertakes to travel at a speed of less than 30 km per hour while transiting through the toll stations,

and maintain a safe distance from the vehicle in front of it.

#### **INFORMATION NOTICE REGARDING THE PROCESSING OF DATA**

Pursuant to Article 13 of the EU Regulation 2016/679 ("GDPR") and applicable laws:

1. Data Controller is Autostrade per l'Italia S.p.A. ("ASPI"), Via A. Bergamini 50 – 00159 – Rome, Italy

The Data Protection Officer (DPO) of Autostrade per l'Italia S.p.A. has his domicile at the company's legal address and is available at the following certified email address: [dpo@pec.autostrade.it](mailto:dpo@pec.autostrade.it)

2. Please note that the personal data provided by the Client as well as those relating to the use of Viacard cards and/or of Telepass devices, are collected and may be used and processed by ASPI - on paper, electronically and by computer - through its employees appointed as persons in charge of the processing and/or by the personnel of the Italian toll motorway companies, acting as persons in charge of the processing, for purposes related to the management of this contractual relationship and, in particular, for the invoicing and collection of tolls and to abide to the obligations provided by the law in respect to invoicing.

The legal grounds for the processing are: (i) execution of the contract; (ii) legal obligation.

The provision of the data is necessary for the management of the mentioned service: therefore partial or incomplete provision of the same may cause the impossibility to carry out the activities.

3. These personal data shall be disclosed by ASPI to Telepass S.p.A. for the administrative management of toll payments, as better specified in article 4 below, and to the toll motorway



concessionaires, whose systems are used to record routes, for the purposes of invoicing, or else, in relation to routes where non-payment have been recorded, for the purposes of credit collection. The processing of these data and the recovery of tolls is also carried out using specifically authorised third parties, appointed "Data Processors" as provided by art. 28 GDPR.

4. The administrative activities concerning the invoicing and in particular, the issuing and delivery of invoices and notices of default, if any, are carried out on behalf of ASPI by EssediEsse – Società di Servizi S.p.A. and by Telepass S.p.A., which, for the said purpose, has been appointed by the same ASPI as data Processor as provided by art. 28 GDPR.

The complete list of the Data Processors is available from the DPO mentioned in article 1. of the present notice.

5. In addition, please note that the personal data provided by the Client for the visualization and receipt of the invoices of ASPI, as well as for the visualization and receipt of the list of the routes, shall be processed, on behalf of ASPI, by Telepass S.p.A., that, for the purpose, has been appointed as data Processor as indicated above.

6. Without prejudice to the provisions of the above clauses, the Client's personal data, provided in order to enter the contract are collected and stored in ASPI's databases for the time connected to the fulfilment of the contractual obligations or law provisions or the defence of the rights of the Data Controller in court and, in strict abidance to the minimizations principle stated by Article 5.1 c) GDPR.

The mentioned data shall not be subject to disclosure nor communication, except in the cases provided for in this Agreement and in compliance with the relevant legal provisions and in accordance with the procedures permitted by such provisions. In addition, in order for ASPI to ensure the proper performance of all activities connected

with or instrumental to provision the offered service, it may also, where permitted, carry out the above-mentioned processing through other Group companies or third parties (companies responsible for the collection of ASPI's credits, and companies responsible for the maintenance of computer systems that manage the invoicing of tolls), which shall be each time, as provided in the previous paragraphs, appointed as data Processors.

7. Please note that the ASPI stations are equipped with a video-recording system that, in the event of non-payment of a toll, or if a Client does not have an entry ticket, or improperly uses a toll station system, or holds a malfunctioning device, automatically records the license plate of transiting vehicles for the purpose of processing the payment of the toll, and where necessary, for the application of civil, administrative and/or criminal law actions, in the cases provided for by Article 176 of the Legislative Decree 285 of 1992. The images may only be viewed by the personnel in charge of the processing and are stored for purposes related to the collection of tolls and, in cases of an unlawful action, also before the competent judicial authorities.

8. Please also note that the toll motorway network is equipped with automatic detection systems (the so-called "BOE Telepass") of vehicles equipped with the Telepass device, which anonymously record the transiting of vehicles for statistical purposes and, in particular, for the determination of a statistical model of traffic flows on the toll motorway network aimed at validating the methods for the allocation of revenues generated by tolls among toll motorway companies for the routes under their respective competence, and the calculation of average journey time on routes. These data are exclusively processed by the personnel appointed to do so or, on behalf of ASPI, by third parties appointed to develop statistical analyses (number of vehicles that travel on a specific route), specially appointed as data Processor as provided by article 28 GDPR by ASPI.



9. With regard to the processing of these data the Client concerned shall be entitled to exercise his/her rights under Articles 15-22 of the GDPR and, in particular, he/she has the right to access, correct, delete, limit processing, revoke the consent and data portability. Moreover, the Client has the right to object to the processing. In case the right to object is exercised the Data Controller has the right to continue processing should there be compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject.

The rights above can be exercised with request addressed to the Data Protection Officer at the following certified email address: [dpo@pec.autostrade](mailto:dpo@pec.autostrade), through the forms made available by the Controller on the [www.autostrade.it](http://www.autostrade.it) website.

Please be aware that complaints can be filed with the Italian supervisory authority (Autorità Garante per la Protezione dei dati Personali) pursuant to Article 57, let. F) of the GDPR.

## **TERMS AND CONDITIONS FOR PAYMENT OF PARKING WITH TELEPASS DEVICES**

### Article 1)

1.1 These terms and conditions govern the use of the Telepass device for payment of affiliated parking areas.

1.2 The use of the Telepass device for payment of parking areas is permitted exclusively for parking areas affiliated with Telepass S.p.A., the list of which is shown at any Punto Blu counter and/or on the website [www.telepass.it](http://www.telepass.it)

1.3 Charges for the use of the parking spaces within the areas pertaining to the entities affiliated with Telepass S.p.A., will be effected with the same procedure and timeline provided for under the agreement entered into by the Client.

### Article 2)

2.1 A Client who intends to pay with a Telepass device for a parking within an affiliated parking area, must use, both for entering and exiting, the dedicated equipped lane, which can be identified by the horizontal and vertical signs bearing the "Telepass" trademark.

2.2 The use of the Telepass device in the gates so equipped permits, in the manner set forth in paragraph 2.3 below:

a) entrance to the parking area without the purchase of an entry ticket

b) payment for the parking at the equipped exit gate without the need for the Client to sign any authorization for the charging of the relevant amount nor to enter a code.

2.3 The Client shall approach the dedicated gates, complying with the instructions for the transit and the indications provided by the horizontal and vertical signs placed by the entrance and exit to the parking area. In particular, for safety reasons and in order to allow the collection of data and the correct identification and authorisation process of the device, the Client must slow down, in proximity of the dedicated entrance and exit gates, and stop waiting the opening of the barrier giving access to the parking. Such operations may be guided by vocal and visual messages that may be provided by the automated system of the gates and/or of the parking columns.

At the exit, the Client may request a receipt, attesting the transit and payment for the parking, by pressing the appropriate button positioned on the equipped gate.

### Article 3)

3.1 In the event that a device has not been enabled for use as a consequence of a theft or loss report, suspension or disablement, the authorisation for the transit shall not be granted.

3.2. In particular, where the authorisation has been denied at the entrance, in order to gain access to the parking lot, the Client will have to pick up the ticket and pay through alternative payment system when exiting; if the authorisation is denied at the exit, the Client shall refer to the cash desk or to the



information desk of the entity managing the affiliated parking lot, carrying with him/her the Telepass device and proceed with an alternative method of payment.

#### Article 4)

The Client expressly recognizes that Telepass S.p.A shall be considered as being extraneous - with reference to the relationship between the Client and third parties in charge of managing the affiliated parking lots - for what concerns, as a mere example, the violation of the rules for the use of the parking lots, the charging of the toll and of other additional amounts, if any, and/or discounts that are processed exclusively by the entities managing the parking lots.

Thus, for any dispute arising out of such relationships, as also for the exercise of any right connected thereto, the Client must refer exclusively to those entities, remaining excluded any liability whatsoever of Telepass S.p.A. concerning the proper enjoyment by the Client of the services offered by the same third-party entities, even where the relevant payments have been made using the Telepass device, the Code or the plastic support connected thereto.

In any case, Telepass S.p.A. confirms its availability to provide all necessary and / or useful information in relation to any dispute that might raise. In this regard the Client Care Channels can be contacted.

### **TERMS AND CONDITIONS FOR ELECTRONIC PAYMENT OF FERRY TRANSPORT WITH TELEPASS DEVICES**

#### Article 1)

1.1 These terms and conditions govern the use of the Telepass device for payment of tolls for transport of vehicles by ferry with affiliated entities.

1.2 The use of the Telepass device for payment of the toll for ferry transport of vehicles is permitted exclusively with entities affiliated with Telepass S.p.A. The list of the affiliated entities is shown at any Punto Blu counter and/or on the web-site

[www.telepass.it](http://www.telepass.it) , where the vehicle types admitted using the service for each boarding can also be checked (light vehicles, heavy vehicles etc.).

1.3 The charging of the amounts related to private ferry transport processed through Telepass devices which are able to communicate with specific readers installed at the boarding areas and/or at barriers within the ports/ vessels of the entities affiliated with Telepass S.p.A., will be effected in the manner and according to the timing provided by the contract entered into by the Client.

#### Article 2)

2.1 A Client who intends to pay the toll for private ferry transport with a Telepass device, must use the dedicated, equipped lane which can be recognised by the horizontal and vertical signs bearing the "Telepass" trademark.

2.2 The use of the Telepass device in the equipped lane implies the issue of a ticket for private ferry transport and the relevant payment, including all additional charges, if any, as set forth in paragraph 2.3 below.

2.3 For the purposes of completing the payment transaction for private ferry transport, the Client shall approach the dedicated lane, observing the instructions provided for by the horizontal and vertical signs placed by the lane. In particular, for safety reasons and in order to allow the collection of data and the correct identification and authorisation process of the device by Telepass S.p.A., the Client shall slow down, in proximity of the dedicated lane, and stop in order to supply the relevant information, where requested, to the users posts, and await the issue of a ticket, the opening of the barrier and the green signal. Such operations are guided by visual messages which may be given by the automated system of the users posts. An audio connection with an operator is further provided to communicate with the Client in case of request.

#### Article 3)

3.1 In case a device does not appear to be enabled for use as a consequence of a report of theft or loss, suspension or disablement of the service, authorisation for transport shall not be granted.



3.2 In particular where the authorisation has been denied in the lane, the Client may be permitted access to the transport after purchase and collection of a ticket from the ticket office and/or from the cash desk of the affiliated entity.

Article 4)

The Client expressly recognises that Telepass S.p.A shall be considered as being extraneous - with reference to the relationship between the Client and third parties in charge of managing the transport through ferry boats - for what concerns, as a mere example, the violation of the usage rules, the charging of the toll and of other additional amounts, if any, and/or discounts that can be processed exclusively by the entities managing the transport through ferry boats.

Thus, for any dispute arising out of such relationship (included any claim related to the amount paid for the transport through ferry and to the collection of any additional amount, if any) as also for the exercise of any right connected thereto, the Client must refer exclusively to that entity, remaining excluded any liability whatsoever of Telepass S.p.A. concerning the proper use by the Client of the services offered by the same third party entities, even where the relevant payments have been already made using the Telepass device, the Code or the plastic support connected thereto. In any case, Telepass S.p.A. confirms its availability to provide all necessary and / or useful information in relation to any dispute that might raise. In this regard the Client Care Channels can be contacted.



## ANNEX 14 – POLAND (E-TOLL)

### Definitions:

“E-Toll EETS Poland Network”: means the motorway network managed by Krajowa Administracja Skarbowa (“KAS”) within the territory of Poland.

“E-Toll EETS Poland Service”: means the service which allows identification and authorization of Vehicles in order for the same to access the E-Toll EETS Poland Network and the execution of Transactions therein.

The Customer acknowledges that the E-Toll EETS Poland Service will be available for use only after 24 (twenty-four) hours from the receipt of the confirmation of the enablement of the service on the Device.

### Terms and conditions EETS Poland Service

The present terms and conditions govern the use by the entity which has activated, through its sales partner, the relevant service (“Client”) of the Telepass Device for the payment of tolls on the motorway network covered by the electronic toll payment service in Poland (E-Toll EETS Poland Service).

#### Art. 1. Enabling the E-Toll EETS Poland Service

The E-Toll EETS Poland Service can be used only for vehicles with a maximum authorised gross vehicle weight (GVW) of more than 3.5 t and 2 or more axels including or not a towed trailer or semi-trailer and bus, regardless of the permissible total weight, with more than 9 seats, provided that the Telepass device that has the E-Toll EETS Poland Service enabled has been installed on board the vehicle.

The Client is responsible for the settings on the Device; therefore, prior to performing transits on the network covered by the E-Toll EETS Poland

Service **the correctness and compliance of the data recorded on the Device has to be verified.**

It is mandatory to comply with the rules set out by E-TOLL and the regulations applicable to transits within the Network. Deviations from these rules may result in penalties.

For further information visit the E-TOLL portal.

#### Art. 2. Motorway network covered

The use of the **E-Toll EETS Poland Service** is permitted on the Polish road network listed on the E-TOLL internet portal.

#### Art. 3. Device installation and use

The **device has to be installed on board** the vehicle following the instructions included in the user manual supplied in the device flow pack/box. **Only one functioning device should be** on board the vehicle during transit. The simultaneous use of multiple devices on board the vehicle having the electronic toll payment service enabled can result in multiple toll payments for the same passage.

**The device is linked to the vehicle license plate** and for this reason cannot be used on a vehicle with a different license plate. The user must ensure that the vehicle license plate shall remain legible and not covered by mud, snow etc.

Prior to each transit on the network covered by the E-Toll EETS Poland Service, the user is required to **check the device operating status** as indicated in the user manual bearing in mind that the above check **indicates only the technical functioning of the device** and does not provide indications as to the presence of any reasons for service suspension.

#### Art. 4. Setting and checking the weight

The number of axles is not used to calculate the toll in eTOLL EETS Poland Service, but we recommend setting it anyway to be prepared in case of crossing



the border to another toll domain where it is obligatory to set the number of axles.

**But the user is required to check, and if necessary, to re-enter the weight** of a vehicle in case a trailer is attached.

The maximum permissible weight of the vehicle, respectively the vehicle combination in case a trailer is attached, is used to calculate the toll and therefore needs to be set in the OBU.

In the event of an error in the setting, penalties may be applied and toll may be recalculated.

#### **Art. 5. Operation in case of emergency**

In case of a malfunctioning of the device, it is possible to regularise toll payment obligations following the instructions provided on the E-TOLL internet portal.

#### **Art. 6. Issue of Statements**

The statements relating to tolls due for transits made using the device will be made available to the Client by the sales partner to which the Client is affiliated.

#### **Art. 7. Complaints**

All complaints lodged to the concessionaire concessionaire Krajowa Administracja Skarbowa ("KAS") in respect to tolls charged in Poland will be examined by the concessionaire in compliance with the provisions of the law applicable in Poland.

#### **Art. 8. Applicable Law**

The law of Poland will apply in the relationship with the concessionaire Krajowa Administracja Skarbowa ("KAS") in respect to the collection of tolls.

#### **Art. 9. Privacy**

The Polish concessionaire Krajowa Administracja Skarbowa ("KAS") could process personal data of the Clients (e.g., name and surname of the legal representative) in relation to the legal obligations defined in the Act on Public Roads of 21 March 1985.

Detailed information on processing of personal data of the Client by the Polish concessionaire, through which the Polish concessionaire fulfils the information obligation referred to in art. 14 of Regulation (UE) 2016/679, is available at <https://etoll.gov.pl/ciezarowe/kontakt/klauzule-i-polityki/klauzula-informacyjna-szefa-kas/>



**ANNEX 15 – CROATIA**

**Definitions:**

“HAC Croatia Network”: means the motorway network managed by the Concessionaire HRVATSKE AUTOCESTE d.o.o., within the territory of the Croatian Republic.

“HAC Croatia Service”: means the service which allows identification and authorization of Vehicles in order for the same to access the HAC Croatia Network and the execution of Transactions therein.

The Customer acknowledges that the HAC Croatia Service will be available for use only after 48 (forty-eight) hours from the receipt of the confirmation of the enablement of the service on the Device.

**Terms and Conditions “HAC Network” - Croatia**

**Where can the Device be used in Croatia?**

An up-to-date list of Croatian toll roads can be found at the following link: [www.hac.hr/en/interactive-map](http://www.hac.hr/en/interactive-map)

Access to the tolling lanes are indicated with the symbols below

- **ENC:** In this case the service is “stop & go” (the stop at the gate is expected) and the Device will emit a “beep”



- **Fast ENC:** In this case you will not have to stop, but respect the limit of 40 km/h and the safety distance of 20 meters from the vehicle in front



**Authorised vehicle class**

On motorways and roads in the HAC network, the Device allows to pay tolls for vehicles subject in Class III and IV (Croatian Classification): vehicles over 3.5 tons.

In order to ensure correct vehicle classification, the user shall keep the number of axles, which is set in the OBU, up to date following the respective indications in the device user manual. For HAC Croatia Service the user shall consider that it takes up to 48 (forty-eight) hours for a change of axles to come into force.

**Conduct required at toll stations**

To benefit fully from the electronic toll service, the lanes marked with "ENC"/"Fast ENC" logo must be used when entering and leaving the station.

The user undertakes to abide to:

- the signals and traffic lights (including the obligation to stop in the ENC lanes);
- the barriers and related light signals;
- a minimum safety distance of 20 metres from the vehicle in front and a speed of 40 km/h (in the case of passing in a Fast ENC lane);
- safety tips and regulations.

**What to do if the device does NOT work**

**FAILURE AT ENTRANCE GATE:** If the device does not work on entry, a ticket must be taken. On exit,



the user must call assistance and show the Device. Assistance will check that the Device works and, if it does, the transit (and any discount) will be charged via the Device. If the Device does not work, another payment method needs to be used (the discount will not be applied).

**FAILURE AT EXIT GATE:** If the Device does not work on exit, assistance must be called. The assistance will check the functioning of the Device and, if it works, the transit (and any discount) will be charged via the Device. If the Device does not work, another method of payment needs to be used (the discount will not be applied). The Concessionaire will verify the indications on its systems.

### **Parking**

The service is not active in Croatian parkings.

### **Complaints**

In case of claims and complaints the Customer shall send them to OMV. The deadline for any complaints regarding a transaction is 30 days from the date of issue of the invoice containing the transaction, which is subject of the claim.



## ANNEX 16 – SLOVENIA

### Definitions:

“Slovenian Network”: means the motorway network managed by the Concessionaire DARS d.d., Družba za avtoceste v Republiki Sloveniji within the territory of Slovenia.

“GO Slovenia Service”: means the service enabling the execution of Transactions on the Slovenian Network offered by Telepass using the Device.

The Customer acknowledges that the GO Slovenia Service will be available for use only after 48 (forty-eight) hours from the receipt of the confirmation of the enablement of the service on the Device.

### Terms and Conditions for the GO Slovenia service

The present terms and conditions govern the use of the Device for the payment of tolls on the motorway network covered by the electronic toll payment service in Slovenia (GO Slovenia service).

#### 1. Enabling the GO Slovenia service

The user can use the GO Slovenia service only on vehicles with a maximum authorised gross vehicle weight (GVW) of more than 3.5 t, provided that the Device that has the GO Slovenia service enabled has been installed on board the vehicle.

Prior to installing the device and to performing transits on the network covered by the GO Slovenia service, the user must check the correctness and consistency of the data inserted in the device with the respective data indicated in the Vehicle registration, in particular regarding the number and nationality of the vehicle license plate, the device ID number and the stated EURO emission class. If the data are incorrect, the user must immediately correct the information on the device.

The GO Slovenia Service will be available for use only after 48 (forty-eight) hours from the receipt of

the confirmation of the enablement of the service on the device.

#### 2. The motorway network covered and safety rules

The use of the GO Slovenia service is permitted on the Slovenian motorway network marked with the following signs:



The user is required to obtain information concerning any additional rules of conduct relative to transits on the Slovenian GO network by consulting the concessionaire’s web site: <https://www.darsgo.si/portal/>.

#### 3. Device installation and use

The user is required to install the device on board the vehicle, following the instructions of the device. The user can have only one functioning device on board the vehicle during transit. The simultaneous use of multiple devices on board of the vehicle having the electronic toll payment service enabled in Slovenia can result in multiple toll payments for the same transit. In this case excessive toll payments shall not be reimbursed.

Users are reminded that the device is linked to the vehicle license plate and for this reason cannot be used on a vehicle with a different license plate. The user must ensure that the vehicle license plate shall remain legible at all times and is not covered by mud, snow etc. Prior to each transit on the network covered by the GO Slovenia service, the user is required to check the device operating status bearing in mind that the above verification indicates only the technical functioning of the device and cannot provide indications as to the presence of any reasons for which the service may be suspended. Information regarding toll payments



made or missing payments is communicated to the driver as stated in the user manual.

days from the date of the invoice containing the Transaction.

In case of fines, the user is required to contact the Slovenian Concessionaire (DARS d.d.) directly.

#### **4. Setting and checking the number of axles**

The number of axles of the engine is pre-set in the device. Prior to each transit on the network covered by the GO Slovenia service, the user is required to check and, if necessary, to reset the number of axles of the vehicle in case a trailer is attached.

#### **5. Operation in degraded mode – Retroactive Payment**

In case of a malfunctioning device (which is notified to the user as stated in the user manual, e.g. if the device does not communicate with the infrastructure), it is necessary to exit from the network and go to the nearest GO Slovenia sales point in order to:

- make retroactive payment, if the free-flow of the concessionaire DARS, d.d., Družba za avtoceste v Republiki Sloveniji (DARS) system registered at least one transaction
- or, if the free-flow DARS system never registered any transaction to obtain a replacement DARS-GO device from DARS (costs will be borne by the user).

In the following cases, in order to continue using the GO Slovenia service, the user must compulsorily obtain a replacement DARS-GO device from DARS at a DARS-GO sales point:

- if the device suffers a technical problem and/or malfunction which compromises its functions;
- if the device has been deactivated;
- if the user is no longer in possession of the device (the device is lost or stolen).

#### **6. Claims and Complaints**

The Slovenian concessionaire set a very limited deadline for complaints. In case of claims and complaints OMV needs to be contacted within 15



**ANNEX 17 – SLOVAKIA**

**Definitions:**

“Myto Slovakia Network”: means the motorway network managed by the Concessionaire “NDS” Narodna dialnicna spolocnost, a.s, within the territory of the Slovak Republic.

“Myto Slovakia Service”: means the service which allows identification and authorization of Vehicles in order for the same to access the Myto Slovakia Network and the execution of Transactions therein.

The Customer acknowledges that the Myto Slovakia Service will be available for use only after 24 (twenty-four) hours from the receipt of the confirmation of the enablement of the service on the Device.

**Terms and Conditions for the Myto Slovakia service**

The present terms and conditions govern the use of the device for the payment of tolls on the road and motorway network covered by the electronic toll payment service in Slovakia (Myto Slovakia Service).

**1. Enablement and use of the Myto Slovakia Service**

The user can use the Myto Slovakia Service only on vehicles with a maximum authorised gross vehicle weight (GVW) of more than 3.5 t (N2, N3) and buses (M2, M3), provided that the device that has the Myto Slovakia Service enabled has been installed on board of the vehicle.

Before installing the device and before performing transits on the network covered by the Myto Slovakia Service, the user must check the correctness and consistency of the data inserted in the device, in particular regarding the number and nationality of the vehicle license plate, vehicle category, the device ID number and the EURO

emission class. If the data are incorrect, the user must immediately correct the information on the device.

Charging is based on the vehicle category, emission class, number of axles and the distance travelled on a toll road.

For certain vehicles the benefit of a percentual discount is granted after exceeding a defined limit of km driven during the calendar year (i.e., from 1st January to 31 December of the relevant year). The discounts do not apply for buses.

The Myto Slovakia Service will be available for use only after 24 (twenty-four) hours from the receipt of the confirmation of the enablement of the service on the device.

**2. The road network covered**

The use of the Myto Slovakia Service is permitted on the Slovak road and motorway network marked with the following signs:



“D” - motorways

“R” - express roads

“I” - 1<sup>st</sup> class roads

“II” - 2<sup>nd</sup> class roads

“III” - 3<sup>rd</sup> class roads



The user is required to travel in Slovakia with an on-board device that is always active (even when transiting non-toll roads and motorways).

The user is required to obtain information concerning any rules of conduct relative to transits on the Slovak network by consulting the web site of the national operator:

<https://www.emyto.sk/en>

### **3. Device installation and use**

The user is required to install the device on board the vehicle, following the instructions provided. The user can have only one functioning device on board the vehicle during transit. The simultaneous use of multiple devices on board of the vehicle having the electronic toll payment service enabled in Slovakia can result in multiple toll payments for the same transit. In this case excessive toll payments may not be reimbursed.

The device is linked to the vehicle license plate and for this reason cannot be used on a vehicle with a different license plate. The user must ensure that the vehicle license plate shall always remain legible at all times and is not covered by mud, snow etc.

Prior to each transit on the network covered by the Myto Slovakia Service, the user is required to check the device operating status bearing in mind that the above verification indicates only the technical functioning of the device and cannot provide indications as to the presence of any reasons for which the service may be suspended. Information regarding toll payments made or missing payments is communicated to the driver as stated in the instructions provided (sound and light signals).

### **4. Setting and checking the number of axles**

The number of axles of the tractor vehicle is preset in the device. Prior to each transit on the network covered by the Myto Slovakia Service, the user is required to check and, if necessary, to reset the number of axles of the vehicle if travelling with a trailer.

### **5. Operation in degraded mode - emergency procedure**

In case of a malfunctioning device (which is notified to the user as stated in the instructions provided), the user has to stop at the nearest place allowing safe parking of the Vehicle and immediately contact OMV or Telepass Hotline.

Should the issue not be fixed remotely, the user will be directed to the nearest Distribution Point. The user must follow the instructed route to avoid fines.

At the Myto distribution point the user must pay deposit for a national device, by cash or bank card, and also top up his prepaid "national user" account.

When the user leaves the Slovak territory or when the Telepass device is re-activated, the user can return national device and obtain the refund of the deposit.

### **6. Claims and Complaints**

For claims and complaints related to tolls requested for transits, OMV needs to be contacted immediately.



## ANNEX 18 – HUNGARY

### Definitions:

“Hungarian Network”: means the motorway network managed by NEMZETI ÚTDÍJFIZETÉSI SZOLGÁLTATÓ ZRT. (“NUSZ”) within the territory of Hungary;

“Hungary Post Paid Service”: means the service which allows identification and authorization of Vehicles in order for the same to access the Hungarian Network and the execution of Transactions therein.

The Customer acknowledges that the Hungary Post Paid Service can be used 48 (forty-eight) hours after receiving confirmation of the activation of the service on the Device.

### Terms and Conditions for the Hungary Post Paid Service

The present terms and conditions govern the use of the Telepass Device for the payment of tolls on the motorway network covered by the electronic toll payment service in Hungary (Hungary Post Paid Service).

#### Art. 1 – Enabling the Hungary Post Paid Service

The user can use the Hungary Post Paid Service only for vehicles with a maximum authorised gross vehicle weight (GVW) of more than 3.5 t including or not a towed trailer or semi-trailer, provided that the Telepass Device that has the Hungary Post Paid Service enabled has been installed on board the vehicle.

The user is required to comply with the rules set out by NUSZ and the regulations applicable to transits within the Hungarian Network available at <https://hu-go.hu>.

#### Art. 2 – Motorway network covered, vehicles subject to tolling obligations and costs

The use of the Hungary Post Paid Service is permitted on the Hungarian motorways listed at the links below:

<https://toll-charge.hu/en/maps>

For further information please refer to the following links:

<https://www.hu-go.hu/articles/article/about-the-introduction-of-the-system> and

<https://www.hu-go.hu/articles/article/who-has-the-obligation-to-pay-the-toll>.

For information on the cost of the toll please refer to the following link:

<https://www.hu-go.hu/articles/article/about-the-amount-of-the-toll>.

#### Art. 3 – Device installation and use

The user is required to install the device on board the vehicle, following the instructions included in the user manual supplied with the device. The user can have only one functioning device on board the vehicle during transit. The simultaneous use of multiple devices on board the vehicle having the electronic toll payment service enabled in Hungary can result in multiple toll payments for the same passage.

Users are reminded that the device is linked to the vehicle license plate number and for this reason cannot be used on a vehicle with a different license plate number. The user must ensure that the vehicle license plate shall remain legible and not covered by mud, snow etc.

Prior to each transit on the network covered by the Hungary Post Paid Service, the user is required to check the device operating status as indicated in the user manual bearing in mind that the above check indicates only the technical functioning of the device and does not provide indications as to the presence of any reasons for service suspension.

**Art. 4 – Setting and checking the number of axles**

The number of axles of the vehicle is pre-set in the device. Prior to each transit on the network covered by the Hungary Post Paid Service, the user is required to check and, if necessary, to reset, the number of axles of the vehicle in case a trailer is attached, following the respective indications in the device user manual.

In the event of an error in the setting, penalties may be applied to the user and toll could be recalculated.

**Art. 5 – Operation in degraded mode (malfunctioning)**

In case of a malfunctioning of the device, it is possible to ensure toll payment obligations performing the emergency procedure: the driver must stop and purchase a “Route ticket” on Hu-Go website at the following link: <https://hu-go.hu>. The registration is not required in order to proceed with the purchase and there is no need of a Hu-Go Account. In order to purchase a “Route ticket” the customer will have to enter:

- LPN and Nationality
- Axles number of the vehicle
- Euro Class
- Details of the vehicle
- Route details (start/end location)
- Invoicing data
- Credit card payment data

**Art. 6 – Complaints**

Complaints relating to the tolling invoices received for the transits should be addressed to OMV. Complaints relating to penalties received must be addressed to the Authority that issued the penalties.

The Hungarian concessionary set a very limited deadline for complaints. In case of claims and complaints OMV needs to be contacted immediately.

For further information about fines, please, refer to the following link <https://toll-charge.hu/en/e-toll/toll-fines>.



## ANNEX 19 – DENMARK (KMToll)

### Definitions

“Danish Network”: means the road and motorway network of the Kingdom of Denmark;

“KMToll Service”: means the service enabling the execution of Transactions on the Danish Network that is offered by Telepass, using the Devices and is available only for the Vehicles of the KMToll Service.

“KMToll Service Client”: for the purposes of the KMToll Service the Client is identified as the holder of the registration certificate of the Vehicle in which the Device is installed (owner of the Vehicle or natural or legal person who may use the Vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).

“Vehicles of the KMToll Service”: heavy vehicles of 12 tons and above. Buses are excluded.

“Concessionaire”: Sund og Bælt Holding A/S.

### Terms and Conditions “KMToll Service”

The present terms and conditions govern the use of the Telepass devices for the payment of tolls on the road and motorway network covered by the electronic toll payment service in the Kingdom of Denmark (KMToll Service).

#### 1. Enabling the KMToll Service

The user can use the KMToll Service only for vehicles used for the transport of goods with a maximum authorised gross vehicle weight (GVW) of 12 tons and above.

KMToll Service is provided exclusively to the holder of the registration certificate of the vehicle in which the Device is installed (owner of the vehicle or natural or legal person who may use the vehicle by virtue of a legal right other than that of

ownership as provided for in Directive 1999/37/EC).

Prior to performing transits on the network covered by the KMToll Service, the user must:

- Ensure that the device is operating correctly, as indicated in the Instruction Manual and that the KMToll Service is active;
- Ensure that the data recorded in the device are correct in relation to the vehicle with which it is travelling (e.g. emission class, weight and number of axels).

#### 2. Enabled motorway network and safety rules

The KMToll Service is active in the Kingdom of Denmark on roads and motorways with the exception of the Oresund & Storebaelt bridges.

#### 3. Installation and use of the Device

Each Device may only be associated with a specific vehicle and its license plate number.

The vehicle data recorded on the device (as stated in Art. 1), including user data, must be correct. In case of incorrect data the concessionaire may charge a fine.

The Customer acknowledges that the Danish KMToll Service will be available for use only after 24 (twenty-four) hours from the receipt of the confirmation of the enablement of the service on the Device.

#### 4. Device Malfunctioning

In the event of device malfunction the user must buy a ticket on-line, following the indications available on the website of the Concessionaire: <https://vejafgifter.dk/en/digital-kmtoll-ticket/>



## **5. Issue of invoices**

The invoices relating to tolls due for transits made using the device, will be made available to User by OMV by granting access to Telepass Truck Portal.

The user undertakes to pay all the fees indicated in the invoices to OMV, in order for OMV to transfer the relevant amounts to Telepass S.p.A. which collects them on behalf of the concessionaire Sund og Bælt Holding A/S, as provided by Danish law "Forvaltningsloven" (Danish Public Administration Act §6 stk 1-6).

## **6. Complaints**

6.1 Complaints in respect to tolls charged need to be filed with the Concessionaire, as provided on its website, and will be examined by the same in compliance with the provisions of the law applicable in Denmark.

The term for filing a complaint is 4 weeks from receipt of the invoice.

6.2 Complaints relating to penalty charge notes are to be solved with the Danish Road Traffic Authority by filling out the web-form available on the website of the Concessionaire:  
<https://vejafgifter.dk/en/complaint/>.



## ANNEX 20 – CZECH REPUBLIC

### Definitions

“Myto CZ Network”: means the road and motorway network subject to toll within the territory of the Czech Republic. The map of the tolled roads is available on the website managed by the Czech toll charger Ředitelství silnic a dálnic České republiky and dedicated to the Myto CZ Service.

“Myto CZ Service”: means the service which allows identification and authorization of Vehicles in order for the same to access the Myto CZ Network and the execution of Transactions therein.

“Myto CZ Service Client”/ “the Client”: for the purposes of the Myto CZ Service the Client is identified as the holder of the registration certificate of the Vehicle in which the Device is installed (owner of the Vehicle or natural or legal person who may use the Vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).

### Terms and conditions for the Myto CZ Service

The present terms and conditions govern the use of the device for the payment of tolls on the road and motorway network covered by the electronic toll payment service in the Czech Republic (Myto CZ Service).

#### 1. Enablement and use of the Myto CZ Service

The user can use the Myto CZ Service only on vehicles with a maximum authorised gross vehicle weight (GVW) of more than 3.5 t, including camper vans and buses (M1 >3.5t, M2, M3, M2G, M3G).

Before performing transits on the network covered by the Myto CZ Service, the user must check the correctness and consistency of the data inserted in the device, in particular regarding the number and nationality of the vehicle license plate, vehicle category, the device ID, number of axels, weight, and the emission class. If the data are incorrect, the

user must immediately correct the information on the device.

Charging is based on the vehicle category, type of road, emission class, number of axles and weight, time of transit and the distance travelled on a toll road.

For certain vehicles the benefit of a discount is granted based on the transits effected as stipulated in the respective rules of the local concessionaire.

The Myto CZ Service will be available for use only after 24 (twenty-four) hours from the receipt of the confirmation of the enablement of the service on the device.

#### 2. Use of the Myto CZ Service

The user is required to travel in the Czech Republic with an on-board device that is always active (even when transiting non-toll roads and motorways).

The user is required to obtain information concerning any rules of conduct relative to transits on the Czech Republic network by consulting the web site of the national operator.

#### 3. Device use

The user is required to install the device on board the vehicle, following the instructions provided. The user can have only one functioning device on board the vehicle during transit. The simultaneous use of multiple devices on board of the vehicle having the electronic toll payment service enabled in the Czech Republic can result in multiple toll payments for the same transit. In this case excessive toll payments may not be reimbursed.

The device is linked to the vehicle license plate and for this reason cannot be used on a vehicle with a different license plate. The user must ensure that the vehicle license plate shall always remain legible and is not covered by mud, snow etc.

Prior to each transit on the network covered by the Myto CZ Service, the user is required to check the



device operating status bearing in mind that the above verification indicates only the technical functioning of the device and cannot provide indications as to the presence of any reasons for which the service may be suspended. Information regarding toll payments made or missing payments is communicated to the driver as stated in the instructions provided (alert signals).

#### **4. Setting and checking the number of axles and weight**

The number of axles and the weight of the vehicle are pre-set in the device. Prior to each transit on the network covered by the Myto CZ Service, the user is required to check and, if necessary, to reset the number of axles/weight of the vehicle if travelling with a trailer to avoid the application of fines and penalties.

#### **5. Operation in degraded mode – emergency procedure**

In case of a malfunctioning device (which is notified to the user as stated in the instructions provided), the user has to stop at the nearest place allowing safe parking of the Vehicle and immediately contact customer service through the sales partner (OMV).

If the problem cannot be resolved over-the-air, the user must go to the nearest national device distribution point and purchase a national device in order to continue the journey.

#### **5. Issue of invoices**

The invoices, issued by Telepass on behalf of the local concessionaire, will be made available to the Client by OMV by granting access to Telepass Truck Portal, where Client can download the invoices.

#### **6. Claims and Complaints**

For claims and complaints related to tolls requested for transits, OMV needs to be contacted immediately.



## ANNEX 21 – NETHERLANDS

### Definitions

“HGVC Netherlands Network”: means the road and motorway network subject to toll within the territory of the Netherlands. The map of the tolled roads is available on the website of the Netherlands vehicle authority Rijksdienst voor het Wegverkeer.

“Blankenburg Tunnel Network”: refers to the Blankenburg Tunnel located in the Netherlands.

“HGVC Netherlands Service”: means the service which allows identification and authorization of Vehicles in order for the same to access the HGVC Netherlands Network and the execution of Transactions therein. Activating the HGVC Netherlands Service will automatically activate the Blankenburg Tunnel Service.

“Blankenburg Tunnel Service”: refers to the service that enables transactions to be carried out on the Blankenburg Tunnel Network. The Blankenburg Tunnel Service is linked to the HGVC Netherlands Service and can only be provided if the HGVC Netherlands Service has been activated.

“HGVC Netherlands Service Client and of the Blankenburg Tunnel Service”: for the purposes of the HGVC Netherlands Service and of the Blankenburg Tunnel Service the Client is identified as the holder of the registration certificate of the Vehicle in which the Device is installed (owner of the Vehicle or natural or legal person who may use the Vehicle by virtue of a legal right other than that of ownership as provided for in Directive 1999/37/EC).

### Terms and conditions for the HGVC Netherlands Service and of the Blankenburg Tunnel Service

The present terms and conditions govern the use of the device for the payment of tolls on the road and motorway network covered by the electronic toll payment service in the Netherlands (HGVC Netherlands Service and Blankenburg Tunnel Service).

### 1. Enablement and use of the HGVC Netherlands Service

The user can use the HGVC Netherlands Service and the Blankenburg Tunnel Service only on vehicles with a maximum authorised gross vehicle weight (GVW) of more than 3.5 t (N2 and N3 categories).

Before performing transits on the network covered by the HGVC Netherlands Service and/or the Blankenburg Tunnel Service, the user must check that the Device belonging to the Vehicle is properly functioning (active and switched on).

The toll for the HGVC Netherlands Service is calculated based on the vehicle Euro category, vehicle emission class CO<sub>2</sub>, number of axles, permitted maximum vehicle weight and the distance travelled on toll roads. The toll for the Blankenburg Tunnel Service is a flat rate.

The HGVC Netherlands Service and the Blankenburg Tunnel Service will be available for use only after maximum 48 (forty-eight) hours from the receipt of the confirmation of the enablement of the services on the Device.

### 2. Use of the HGVC Netherlands Service and of the Blankenburg Tunnel Service

The user is required to travel in the Netherlands with an on-board device that is always active.

The user is required to obtain information concerning any rules of conduct relative to transits on the Netherlands road network by consulting the web site of the national operator.

### 3. Device use

The user is required to install the device on board the vehicle, following the instructions provided. The user can have only one functioning device on board the vehicle during transit. The simultaneous use of multiple devices on board of the vehicle having the electronic toll payment service enabled



in the Netherlands can result in multiple toll payments for the same transit. In this case excessive toll payments may not be reimbursed.

The device is linked to the vehicle license plate and for this reason cannot be used on a vehicle with a different license plate. The user must ensure that the vehicle license plate shall always remain legible and is not covered by mud, snow etc. It is essential that the license plate registered on the device matches the vehicle being used; any discrepancy or failure to identify the vehicle may lead to charges or penalties for the user.

Prior to each transit on the network covered by the HGVC Netherlands Service and the Blankenburg Tunnel Service, the user is required to check the device operating status bearing in mind that the above verification indicates only the technical functioning of the device and cannot provide indications as to the presence of any reasons for which the service may be suspended. Information regarding toll payments made or missing payments is communicated to the driver as stated in the instructions provided (alert signals, including red LED).

#### **4. Operation in degraded mode - emergency procedure**

In case of a malfunctioning device (which is notified to the user as stated in the instructions provided), the user has to stop at the nearest place allowing safe parking of the Vehicle and immediately contact customer service through the sales partner (OMV).

If the problem cannot be resolved over-the-air, the user must go to the nearest national device distribution point and purchase a national device in order to continue the journey within 3 hours from the start of the malfunctioning.

The foregoing does not apply to the Blankenburg Tunnel Service, which provides for vehicle identification through automated license plate reading and recognition.

#### **5. Claims and Complaints**

For claims and complaints related to tolls requested for transits, OMV needs to be contacted immediately.

Any fines imposed by the competent authorities in connection with the failure to comply with the requirements for the use of the HGVC Netherlands Service (e.g., malfunctioning of the Device) may be challenged before the Dutch authorities. Terms are short (approximately 6 weeks from the issue of the fine). With reference to fines relating to the use of the Blankenburg Tunnel Service, it is necessary to contact OMV immediately.



## **ANNEX 22 – TELEPASS TRUCK APP**

### **RULES AND CONDITIONS OF THE TELEPASS TRUCK APP FOR THE USE OF TELEPASS SERVICES**

#### **1. DEFINITIONS**

Telepass Truck App: the web-based application owned by Telepass, downloadable from the App Store (iOS) or the Play Store (Android), to be used via a mobile/smart device, aimed at enabling the User, on behalf of the Client, to view and modify the information of the Vehicle set on the Device delivered by the Client to the User for the use of Telepass Services;

Client: the entity who entered into a Contract and is authorised to use of the Devices;

Contract: the contract signed between the Client and OIS for the use of the Telepass Services;

Device: means the on-board equipment through which it is possible to use the Telepass Services, and which allows the exchange of information between the automatic transit detection systems of the motorway concessionaires and the management entities of infrastructures having an agreement with Telepass, and the Telepass information system, enabling, based on the Vehicle's information, the identification of the Vehicle in transit and its authorisation to access the infrastructure, and the charging of the amounts due for the use of the services of the infrastructures;

Network: indicates the road and/or motorway network and/or the infrastructure and/or the car parks and/or similar areas where the Telepass Services can be used. Such use is subject to specific terms and conditions, established by the concessionaires or management entities having an agreement with Telepass;

Telepass: a company with registered office in Rome, Via Laurentina, 449, share capital €

26,000,000, fully subscribed, registered in the Rome Companies Register with tax code no. 09771701001;

Telepass Service: the service offered by Telepass which allows, by means of a Device, facilitated access to infrastructures in various European countries, such as, by way of example: roads and motorways; parking facilities; car and passenger ferries;

User: natural person appointed by the Client to drive the Vehicle where the Device is installed and who uses the Telepass Truck App;

Vehicle: means the means of transport (motor vehicles, lorries and heavy goods vehicles) used by the User paired with a Device under a Contract.

#### **2. USE OF THE TELEPASS TRUCK APP AND TELEPASS SERVICES**

2.1. The User must install the Telepass Truck App on the mobile/smart device available to him and register his account by entering a valid e-mail address. Authentication will occur by means of an OTP code received by e-mail. In order to access the Telepass Truck App it is necessary to enter the credentials and any additional data requested by the Telepass Truck App.

2.2. In order to be able to use the functions of the Telepass Truck App (i.e. change axles and/or weight), the User must associate the Telepass Truck App and the Device via bluetooth connection. In order to use the Telepass Truck App features, it is necessary to be in close proximity to the Device to be paired, and to have an active bluetooth connection.

2.3. Access and use of the Telepass Truck App are free of charge for mobile devices such as smartphones and tablets enabled for internet connection. The internet connection (regulated by the tariff plan of the relevant provider) and the cost of the mobile device are under the responsibility of the User, as is the correct configuration, the appropriate capacity of the mobile device and the relevant software update.



2.4. The User may use the Telepass Truck App to enter or modify the data of the Vehicle used on behalf of the Client in order to use the Telepass Services via the Device.

2.5. Each Device may be associated with more than one Telepass Truck App by different Users, provided that the association is not simultaneous. Likewise, the Telepass Truck App may be associated with more than one Device, provided that the relevant Devices are not associated simultaneously.

2.6. The User undertakes to abide to the instructions provided by the Client for the use of the Telepass Services.

### **3. CONFIDENTIALITY OBLIGATIONS AND PROTECTION OF PERSONAL DATA**

3.1. Telepass guarantees to keep the data and information provided by Users for the purpose of using the Telepass Truck App confidential, in compliance with applicable rules (Regulation (EU) 2016/679 and Legislative Decree 196/2003), on the basis of the information provided during the Telepass Truck App activation procedure.

### **4. DURATION**

4.1. Use of the Telepass Truck App is permitted to the User for the duration of the Contract or for the duration of the relationship between the User and the Client.



## **ANNEX 23 – HUB4TRUCKS**

### **1. DEFINITIONS**

"Telepass Hub4Trucks Service": means the service that allows the Client to access the dedicated section of the Telepass Truck portal available at [truck.telepass.com](http://truck.telepass.com) and view certain information pertaining the use of the Telepass Services, e.g.: (i) data set on the Devices (including license plate of associated Vehicle, axle and weight data, CO2 Emission Class) referred to the account of the Client, (ii) status of the Devices (active/inactive) related to the account of the Client, including Device identification ("PAN"), (iii) confirmation of the correct installation, through the "self-test tool", of the Devices referable to the account of the Client, (iv) Telepass Services activated on each Device related to the account of the Client (active toll domains), (v) anomalies with date and time of the registration of the same.

Client: the entity who entered into a Contract and is authorised to use of the Devices;

Telepass Service: the service offered by Telepass which allows, by means of a Device, facilitated access to infrastructures in various European countries, such as, by way of example: roads and motorways; parking facilities; car and passenger ferries.

### **2. USE OF THE TELEPASS HUB4TRUCKS SERVICE**

2.1. The Telepass Hub4Trucks Service is available only in relation to the information linked to the K1 and Arianna2 Devices. The information available for the two types of Devices are different.

2.2. The Client will get access to Telepass Hub4Trucks Services in scope of getting access to Truck Portal as defined in clause 11.1. of the OMV SmartPass Terms and Conditions.