1. ROUTEX Network
OMV International Services GmbH, Trabrennstraße 6-8, 1020 Vienna ("OMV"), as a member of the ROUTEX network ("ROUTEX Network") which was formed by several mineral oil companies which operate filling stations in Europe ("ROUTEX Partners"). The objective of the ROUTEX Network is to enable ROUTEX Partners' card customers to purchase certain goods and services related to the use of motor vehicles at participating filling stations and other acceptance points in Europe. In Austria, OIS together with OMV Refining & Marketing GmbH, Trabrennstraße 6–8, 1020 Vienna ("OMV"), issues OMV fuel cards with ROUTEX function ("OMV Cards").

2. Scope
By signing or submitting an application for an OMV Card ("Application") the Customer confirms that it has taken note of, and agrees to be bound by, these GTC (as amended from time to time in accordance with clause 10) and agrees to the terms of processing of personal data in accordance with clause 10. Upon (express or implied) acceptance of the Application by OMV and OIS, a contract regarding the use of the OMV Card comes into force between such accepted customer ("Customer"), OMV and OIS (together the "Parties" and each of them a "Party") in accordance with the Application and these GTC ("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. An up-to-date version of these GTC is available on www.omv.com/en/omv-card.

3. Delivery of Goods and Services
3.1. The OMV Card entitles the Customer to purchase certain goods and services (i) at acceptance points identified by the "ROUTEX" trademark, OMV Card logo and/or Eurotruck logo, (ii) on certain online platforms notified to the Customer by OMV and (iii) at e-charging stations listed on www.omv.at/omv-card ("Acceptance Points").

3.2. Goods and services purchased by the Customer with the OMV Card at Acceptance Points in Austria are sold to the Customer in the name and for the account of OMV. Goods and services purchased by the Customer with the OMV Card at Acceptance Points outside Austria are sold to the Customer in the name and for the account of OIS, unless otherwise provided for in clause 3.3.

3.3. In certain countries (incl. at present Andorra, Gibraltar, Greece, Turkey, Serbia, Russia, Belarus and, with regard to services only, Italy), a direct legal transaction between the Customer and the operator of the Acceptance Point (as provider of goods and services) is required. Goods and services (an in the case of Italy only services) purchased by the Customer with the OMV Card at Acceptance Points in such countries are directly sold to the Customer in the name and for the account of the operator of the respective Acceptance Point; invoices for purchased goods and services shall be issued and presented to the Cardholder at the Acceptance Point by the respective operator of the Acceptance Point. OIS and OMV act as debt collector for these provided goods and services.

3.4. Delivered goods and provided services shall be deemed accepted and transactions shall be deemed authorized by the Customer: (i) in case of transactions on web platforms upon entry of the OMV Card number and entry of the relevant authentication code or password, as required by the respective website; (ii) in case of e-charging, upon initiation of a transaction via the OMV Card’s NFC function; (iii) in all other cases upon entry of the PIN Code (as defined in clause 5.2) connected to the OMV Card at the terminal and/or if requested signing of the delivery note (or in case of clause 3.3, invoice) issued by the operator of the Acceptance Point by the Cardholder. If requested, the Cardholder must sign a copy of the delivery note (or invoice).

3.5. OMV and OIS reserve the right to change, suspend or discontinue availability of certain goods and services and change the number of Acceptance Points at any time. OMV will seek to give timely notice thereof to the Customer.

3.6. Whenever goods are sold in the name and for the account of OMV/OIS, title to delivered goods shall remain with OMV/OIS until full payment of all outstanding receivables (incl. interest or other charges) owed to OMV/OIS for the delivered goods.

4. Prices, Invoicing and Settlement of Accounts
4.1. The Customer shall pay the prices and fees applicable at the time of the transaction, as displayed at the Acceptance Point or otherwise communicated to the Customer, in particular via OMV’s online customer services platform ("Online Platform"). OMV will notify the Customer in advance of changes in the pricing model (e.g. pump prices or list prices) and/or discounts in accordance with clause 11.2.

4.2. In addition to the prices and fees payable pursuant to clause 4.1, the Customer shall pay the service fees (e.g., for issuance of the OMV Card, use of the Online Platform or provision of paper invoices) applicable from time to time. OMV will notify the Customer in advance of changes in the service fees in accordance with clause 11.2.

4.3. The Customer shall be obliged to pay any applicable taxes, duties and levies applicable from time to time. Value added tax ("VAT") will be invoiced in accordance with the statutory regulations of the country where the supply of goods or the provision of services is (deemed to be) carried out.

4.4. Invoices will be issued to the Customer in the agreed interval as follows: Goods and services purchased by the Customer with the OMV Card at Acceptance Points in Austria shall be invoiced to the Customer by OMV in Euros (cf. clause 3.2). Goods and services purchased by the Customer at Acceptance Points outside Austria shall be invoiced to the Customer either (i) by OIS in local currency (cf. clause 3.2) or (ii) by the local operator of the Acceptance Point in the respective local currency (cf. clause 3.3). The total amount (in Euros) payable by the Customer shall be communicated to the Customer electronically in the form of a summary account statement which shall comprise all relevant invoices and debit notes. OMV and OIS are entitled to include in the summary account statement any transactions carried out during previous periods but not yet invoiced. For purposes of providing a summary account statement in Euros, local currencies shall (whenever necessary) be converted to Euros using the OMV and OIS’ sole discretion and the closing mid-market exchange rate published for the relevant day in the London edition of The Financial Times or the exchange rate published for the relevant day by the European Central Bank or a comparable institution (as published on www.omv.com/en/omv-card or the Online Platform from time to time). The relevant day shall be the transaction date.

4.5. By signing or submitting an Application, the Customer expressly agrees that invoices will be issued in electronic form only, if and to the extent permitted by applicable law. Electronic invoices will be provided to the Customer via the Online Platform or, at the Customer’s express request, by e-mail. Access to electronic invoices on the Online Platform is free of charge. If a Customer wishes to receive electronic invoices by e-mail it shall notify OMV via the Online Platform or by e-mail, indicating the Customer’s e-mail address which shall be used for the delivery of such electronic invoices. The Customer will be informed by e-mail when the electronic invoices are available for downloading on the Online Platform. The Customer shall be solely responsible for the timely download and archiving of electronic invoices and for processing of the personal data contained therein in accordance with applicable laws, for its own processing purposes (as data controller separate from OMV/OIS). Irrespective of the foregoing, OPM and OIS shall be entitled to send invoices and invoice supplements to the Customer in paper format.

4.6. Unless otherwise agreed in writing, all payments by the Customer to OMV and OIS shall be made in Euros without deductions or set-off by direct debit to OMV’s or OIS’ bank account in accordance with the direct debit form filled in by the Customer as part of the Application (or subsequent direct debit forms as may be subsequently provided by the Customer) no
earlier than on the debit date indicated on the relevant summary account statement or invoice.

4.7. The Customer shall inform OMV of any errors or irregularities in an invoice or summary account statement (e.g. regarding the Customer’s information listed in clause 11.1) within five (5) working days from receipt of such invoice or summary account statement and shall hold OMV and OIS harmless against all damage, cost and expenses incurred by them due to the Customer’s failure to comply with this obligation (in particular late payment charges and other punitive payments). Any objections to invoiced amounts shall be raised with OMV in writing within two (2) weeks from the date of the relevant invoice, failing which the invoiced amounts shall be deemed to have been accepted by the Customer.

4.8. If the Customer fails to make full payment to OMV or OIS when such payment is due (incl. where a debit cannot be effected due to insufficient funds), OMV shall have the right to immediately and without prior notice block the Customer’s OMV Card(s) (cf. clause 6.2). The Customer shall be obliged to pay default interest at a rate of 8%-points above the base lending rate of the Austrian National Bank per annum as from the due date until the date of actual payment (both incl.), and shall reimburse OMV and OIS for all damages, costs and expenses incurred by OMV and OIS as a result of or in connection with the Customer’s failure to make payment when due (incl. reasonable costs of extrajudicial debt collection such as internal costs of reminders, debt collection agency fees, lawyer’s fees, and credit rating information costs).

Regardless of previously agreed due dates and payment terms (incl. prior agreements on payment installments or deferrals), the Customer shall be obliged to immediately settle the full amount of all debt vis-à-vis OMV and OIS (Terminverlust).

5. Use of the OMV Card

5.1. OMV Cards are non-transferable and may only be used by the Customer and those of its employees, directors, managers and other representatives authorized for the use of the OMV Card by the Customer ("Cardholders"). By signing or submitting an Application, the Customer confirms that it will use (and allow for the use of) OMV Cards only in connection with its business. The Customer shall immediately inform OMV in writing if it ceases to be (considered) an entrepreneur ("Unternehmer") or business undertaking ("Unternehmen") within the meaning of the Austrian Commercial Code ("Unternehmensgesetzbuch").

5.2. At the Customer’s request, the OMV Card may be embossed with the name of the Cardholder authorized to use the OMV Card or with the license plate number of the motor vehicle in relation to which the OMV Card may be used. OMV and OIS may provide for other ways of personalization at their sole discretion. OMV will provide the Customer with a PIN code for the online and/or mobile use of the OMV Card ("PIN Card"). The Customer shallprocure that (a) its OMV Cards are used and stored safely; (b) OMV Cards embossed with the name of the Cardholder are immediately signed by the respective Cardholder on their backside; (c) PIN Codes are stored safely and separately from the respective OMV Card and only shared with the authorized Cardholders; (d) all other steps are taken to prevent that OMV Cards and/or PIN Codes become accessible to unauthorized persons; and (f) those of its employees, directors, managers and other representatives who are not, or cease to be, authorized with an OMV Card, refrain from using it.

5.3. The Customer shall be liable for any fraudulent or unauthorized use of the OMV Card (incl. cases where the OMV Card or PIN Code are passed on in contravention of these GTCs) and shall hold OMV and OIS harmless against all damages, costs and expenses deriving from such use. In case an OMV Card becomes prone to fraudulent or unauthorized use (incl. in case of loss or theft of the OMV Card), the Customer shall without undue delay (i) block the OMV Card on the Online Platform or (ii) notify the OMV Card Customer Support Department thereof by phone, followed by confirmation (incl. of the respective OMV Card number) by e-mail. The Customer shall not be liable for any fraudulent or unauthorized use of an OMV Card which occurs more than 24 hours after a respective notification was received by the OMV Card Customer Support Department or after the respective OMV Card was blocked on the Online Platform.

5.4. "Credit Limit" shall mean the maximum total value of goods and services that the Customer is entitled to purchase on open account with OMV Cards. OMV/OIS is entitled to unilaterally change the Credit Limit at any time if (i) the Customer fails to make prompt and full payment; (ii) in OMV’s or OIS’ reasonable estimation prompt and full payment by the Customer is not warranted; (iii) coverage by credit insurance ceases to apply or (iv) the Customer fails to provide or renew sufficient security, as agreed. Any changes to the Credit Limit shall take effect immediately,

5.5. In order to prevent unauthorized or fraudulent use of the OMV Card, the operator and personnel of Acceptance Points may (but are not obliged to) verify the legitimacy of the user of the OMV Card and confiscate OMV Cards and refuse delivery of goods and provision of services if (i) the OMV Card has been blocked or expired or (ii) in their reasonable estimation, the OMV Card user’s legitimacy is questionable. OMV and OIS assume no liability vis-à-vis the Customer in respect of the (non-)performance of such verification or confiscation by the operator of the Acceptance Point.

5.6. The OMV Card shall at all times remain the property of OMV and OIS.

6. Validity of OMV Cards and Termination of Contract

6.1. Subject to clause 6.2 hereof, OMV Cards shall be valid until (incl.) the last day of the calendar month on which the OMV Card was issued. OMV/OIS shall provide the Customer with a new OMV Card before expiry, provided that (i) the expired OMV Card was used at least one (1) time during the six (6) months preceding its expiry date and (ii) neither OMV/OIS, nor the Customer have terminated the Contract in accordance with these GTC. The Customer remains entitled to exercise this right by intimating its consent within two (2) calendar months preceding the expected expiry date of the OMV Card.

6.2. OMV/OIS shall be entitled to suspend or refuse any further delivery of goods and provision of services and block a Customer’s OMV Card(s) if: (i) the Customer has exceeded its Credit Limit; (ii) in OMV’s or OIS’ reasonable estimation prompt and full payment by the Customer is no longer assured; (iii) there are indications of unauthorized or fraudulent use (incl. in case of unusual transaction patterns or changes in the manner or extent of the use of the OMV Card); (iv) the OMV Card is confiscated in accordance with the Austrian Public Order Code or other laws ("PIN Card") or (v) the motor vehicle whose license plate number is embossed on the respective OMV Card is sold, otherwise disposed of or no longer used by the Customer; (vi) the Cardholder whose personal details are embossed on the respective OMV Card passes away; or (vii) the Contract is terminated in accordance with clause 6.3. In cases (i) through (vi), OMV/OIS shall be entitled to block the relevant OMV Card(s) with immediate effect without prior notice to the Customer. The Customer shall immediately notify the OMV Card Customer Support Department of cases (iii) through (vi) by phone, followed by confirmation by e-mail, failing which the Customer shall be obliged to indemnify and hold OMV and OIS harmless against all damages, costs and expenses resulting from such failure. The Customer shall (and shall procure that all Cardholders) refrain from using the OMV Card in all of the aforementioned cases.

6.3. Each Party may terminate the Contract with effect as of the end of any calendar month by giving one (1) month’s prior notice in accordance with these GTC. Each Party may further terminate the Contract at any time with immediate effect for cause. The Customer’s failure to effect prompt and full payment when due despite having been granted a grace period (unless the Customer has previously refused payment or it can reasonably be assumed that payment will not be effected despite a grace period having been set), exceedence of the Credit Limit and any kind of misuse of the OMV Card shall in any case constitute cause for termination by OMV/OIS.
laws and regulations, incl. the EU General Data Protection Regulation ("GDPR"), in accordance with their respective roles, as controllers.

10.2. Any disclosure of personal data by the Customer to OIS/OMV (whether direct or indirect and regardless of the means and form of disclosure) may be assumed by OIS/OMV to have been authorized by the person whose personal data are processed. The Customer shall be solely responsible for informing the respective person of such disclosure and processing (including by providing the Privacy Information Notice attached to these GTC), and obtaining such person's approval, insofar required as per law. Any change in the data thus processed must be communicated to OIS/OMV by the Customer in due time in order to allow OIS/OMV to ensure the accuracy and relevance of the data.

10.3. If and to the extent applicable, the Customer shall be solely responsible and liable for compliance with all applicable laws and regulations in connection with the performance of any behavioral analyses of data related to the use of Cards by its Cardholders, this being outside the scope of activities performed by OIS/OMV.

11. Miscellaneous

11.1. The Customer shall inform OMV without delay of any changes concerning any of the Customer’s data (incl. company name, VAT identification number, registration details, business address, e-mail address(es), banking information and any other data which may be of relevance for proper invoicing) as well as any changes affecting the Customer’s financial standing. In case of a change concerning the Customer results in the transfer of the OMV Card to another legal entity, then the continued use of the OMV Card by the legal successor shall be subject to OMV’s and OIS' prior written consent which shall be conditional upon the Customer transferring and imposing on the legal successor all obligations under the Contract. The Customer expressly acknowledges and agrees that OMV and OIS may share (i) the Customer’s details (incl. company name, registration details, business address) with OMV’s partners and service providers to the extent necessary for or conducive to the performance of the Contract and (ii) the Customer’s details, the amount of any outstanding debt and general information about the Customer's payment habits with creditor protection associations and business information agencies.

11.2. OMV reserves the right to unilaterally amend the Contract (incl. these GTC and the pricing model) at any time. Any such amendment shall be considered to have been accepted by the Customer if the Customer fails to object thereto in writing by registered letter to OMV and OIS within one month from receipt of the respective notification. The notification shall inform the Customer of the above-described effect of deemed acceptance. In the event of an objection, the Contract shall be deemed terminated if an agreement cannot be reached between the Parties within one (1) month from receipt of the objection by OMV and OIS.

11.3. Unless stipulated otherwise in these GTC, changes of or amendments to the Contract as well as declarations and notices in connection with the Contract must be made in writing by using DocuSign or a comparable electronic signature platform. In the latter case, the electronic signature shall be deemed to be given with the intention to be bound by the document so signed as if it had been signed personally, by hand (unconditional intent to be legally bound). Declarations and notices in connection with the Contract must be deemed as if they had been given by registered letter in the form provided, however, that OMV/OIS may also make declarations and give notices in connection with the Contract by e-mail or through the Online Platform.

11.4. OMV may, in connection with the Contract, act (and in particular give and receive legal declarations and notices) in the name, for the account and on behalf of OIS, and vice versa.

11.5. If any individual provision of these GTC is or becomes ineffective under applicable law, the effectiveness of the remaining provisions shall not be affected thereby. The ineffective provision shall immediately be deemed replaced by a legally effective provision that comes as close as possible to the intended economic effect of the ineffective provision.

11.6. OMV and OIS may transfer and assign some or all of their rights, obligations, claims and receivables arising out of or in
connection with the Contract to any other OMV Group company without notification of the Customer and the Customer expressly consents to such transfer and assignment. The transfer and assignment of rights, obligations, claims and receivables by the Customer shall be excluded to the extent permitted by applicable law, unless OMV or OIS have expressly agreed to it in writing in advance. “OMV Group” shall mean OMV Aktiengesellschaft and all companies in which OMV Aktiengesellschaft holds a direct or indirect participation.

11.7. The place of performance for the delivery of all goods and services purchased by the Customer is the respective Acceptance Point. With regard to goods and services purchased on web platforms, the place of performance shall be as set in the respective service provider’s general terms and conditions. All legal relationships between the Customer and OMV and OIS in relation to the OMV Card shall be governed exclusively by Austrian law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and the conflict-of-laws rules.

11.8. Any dispute arising out of or in connection with the Contract, incl. as to its validity and termination, shall be referred exclusively to the competent courts of Vienna, Inner City. OMV and OIS shall also be entitled, however, to bring action against the Customer at the court having jurisdiction at its residence, place of business, or any other admissible legal venue.
PERSONAL DATA PROVIDED TO OIS/OMV BY THE CUSTOMER IN THE CONTEXT OF AND IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT (INCL. FOR PURPOSES OF CREDIT CHECKS, PERSONALIZATION OF OMV CARDS AND ACCESS TO THE ONLINE PLATFORM) IS PROCESSED BY OIS/OMV ON THE BASIS OF THEIR LEGAL OBLIGATIONS AND LEGITIMATE INTERESTS REGARDING THE CONDUCT OF THEIR BUSINESS, PERFORMANCE OF THE CONTRACT AND PROMOTION OF THEIR OFFERS, GOODS AND SERVICES TO CUSTOMERS.

PERSONAL DATA CATEGORIES HABITUALLY PROCESSED BY OIS/OMV COMprise IDENTIFICATION DATA (INCL. NAMES, SURNAMES), CONTACT DATA (INCL. E-MAIL ADDRESSES, TELEPHONE NUMBERS), DATA RELATED TO THE COMPANY ON BEHALF OF OR IN RELATION TO WHICH INDIVIDUALS ARE RELEVANT TO OIS/OMV AND THEIR RELATIONSHIP WITH SUCH COMPANY (INCL. DATA ABOUT REPRESENTATIVES’ FUNCTION OR POSITION AND THEIR BUSINESS CONTACT DETAILS), CARDHOLDERS’ DATA (INCL. OMV CARD NUMBER AND TRANSACTIONS, AND DATA RESULTING FROM ACCESS TO THE ONLINE PLATFORM). IN ORDER TO PROTECT THEIR RIGHTS AND LEGITIMATE INTERESTS, OIS/OMV WILL KEEP PERSONAL DATA FOR THE PERIOD NECESSARY TO ACHIEVE THE ABOVE PURPOSES (FOR MARKETING ONLY UNTIL YOU OPT OUT) AND IN ACCORDANCE WITH LEGAL OBLIGATIONS REGARDING DATA RETENTION, APPlicable ARCHIVING RULES AND RELEVANT STATUTES OF LIMITATION. FOR ACHIEVING THESE PURPOSES, OIS/OMV MAY NEED TO DISCLOSE PERSONAL DATA (IN PART OR IN WHOLE) TO THEIR CONTRACTUAL PARTNERS (INCL. ROUTEX PARTNERS AND EXTERNAL SERVICE PROVIDERS ASSISTING OIS/OMV IN DELIVERING THEIR SERVICES) AND PUBLIC AUTHORITIES UPON REQUEST. PERSONAL DATA MAY BE TRANSFERRED ABROAD, BOTH WITHIN AND OUTSIDE THE EUROPEAN UNION, BASED ON ADEQUATE DATA TRANSFER GUARANTEES IN ACCORDANCE WITH APPLICABLE LEGISLATION. INDIVIDUALS ENJOY SPECIFIC RIGHTS UNDER APPLICABLE LEGISLATION, INCL. WITH REGARD TO THE ACCESS TO DATA, CORRECTION OR DELETION OF DATA, RESTRICTION OF AND OBJECTION TO THE PROCESSING OF DATA, THE PORTABILITY OF DATA, AND APPLICATIONS TO COMPETENT SUPERVISORY AUTHORITIES. FOR DETAILS REGARDING THE PROCESSING OF PERSONAL DATA BY OIS/OMV AND THE EXERCISE OF THESE RIGHTS, PLEASE CONSULT OMV’S DATA PROTECTION POLICY (AS APPLICABLE FROM TIME TO TIME) AVAILABLE ON WWW.OMV.COM OR CONTACT OMV’S DATA PROTECTION OFFICER BY E-MAIL AT PRIVACY@OMV.COM. TO OPT OUT FROM RECEIVING MARKETING E-MAILS FROM OMV/OIS, PLEASE SEND AN E-MAIL TO INFO.OMVCARDSALES@OMV.COM OR CLICK ON THE RESPECTIVE LINK IN ONE OF OUR MARKETING E-MAILS.