

# REGULATIONS FOR REMOTE PURCHASE OF “KartA4” PROXIMITY CARDS AND “A4Go” ON-BOARD UNITS

## § 1

### GENERAL PROVISIONS

1. These Regulations lay down principles for remote purchase and use of proximity cards with a trade name of “KartA4” and on-board units with a trade name of “A4Go” by Customers who, by means of the said products, become authorised to use the A4 motorway toll section Katowice-Kraków, as well as specify the rights and obligations of the Customers and of Stalexport Autostrada Małopolska S.A. in the foregoing scope.
2. The terms used in these Regulations are given the following meaning:

**A4Go** – electronic toll collection system functioning in the Motorway, based on the DSRC (dedicated short-range communications) technology;

**Motorway** – toll section of the A4 motorway, Katowice-Kraków;

**Dotpay** – a company operating under the name Dotpay S.A. with its registered office in Kraków at Wielicka 72, 30-552 Kraków, entered into the register of entrepreneurs under the National Court Register number KRS 0000296790, kept by the District Court for Kraków-Śródmieście in Kraków, 11<sup>th</sup> Economic Division of the National Court Register, having the share capital of PLN 4,000,000, with PLN 4,000,000 paid in, tax identification number (NIP): 6342661860, business statistical number (REGON): 240770255, administering a system of payments made via Website for Customers;

**Order Form** – sales channel posted on the website:

[www.autostrada-a4.com.pl](http://www.autostrada-a4.com.pl), used to order a Card with a Credit Package or the A4Go OBU with a Credit Package or a Credit Package;

**Credits** – an authorisation expressed as a quantity and an amount enabling the Card/A4Go OBU holder to use the Motorway;

**Toll Collector** – an employee collecting the toll for travel at the Toll Plaza;

**Website for Customers** – a website registered under the [www.karta4go.pl](http://www.karta4go.pl) domain by means of which a Customer may gain access to information contained in the Customer Account and where one may also purchase KartA4 card/A4Go OBU and Credits authorising them to use the Motorway via the sales channel – Internet store;

**Vehicle Categories** – categories defined in the Ordinance;

**KartA4 or Card** – a bearer-type proximity card issued by SAM S.A. and used by Customers to travel on the Motorway;

**Customer** – a Consumer or an Entrepreneur provided with the Card/A4Go OBU, who purchases or orders a Credit Package authorising the use of the Motorway via the following sales channels:

- a) Website for Customers;
- b) Order Form;

**Consumer** – a natural person provided with the Card/A4Go OBU, who purchases Credits authorising the use of the Motorway for purposes not directly related to the economic or professional activity conducted by the said individual;

**Account or Consumer Account** – set of information assigned to the Customer, secured pursuant to the provisions on personal data protection laid down in § 10 “Personal data protection” hereof (scope of information is specified at: [www.autostrada-a4.com.pl](http://www.autostrada-a4.com.pl),

[www.autostrada-a4.com.pl/oplaty/a4go\\_elektroniczny\\_pobor\\_oplat](http://www.autostrada-a4.com.pl/oplaty/a4go_elektroniczny_pobor_oplat)). The Customer gains Access to their Account via the Website for Customers or from the CSP employee;

**Operator – VIA4 S.A. cooperating with SAM S.A. on operation of the Motorway;**

**Tolls** – tolls payable for a Credit Package;

**Extra charges** – a deposit for the A4Go OBU, dispatch of cards or/and A4Go OBUs or invoices; charges related to releasing a duplicate of the KartA4 card or replacing the A4Go OBU;

**Credit Package** – minimum number of Credits one can purchase for the given Card/A4Go OBU type;

**CSP** – Customer Service Points operating at:

- a) Toll Plaza in Mysłowice-Brzęczkowice, address: 41-404 Mysłowice, ul. Piaskowa 20;
- b) Toll Plaza in Balice, address: 32-083 Balice, Krakowska 104;

**TP** – a toll plaza where toll for using the Motorway is collected;

**Entrepreneur** – a natural person, a legal person or an entity to whom legal capacity has been granted under the applicable act, provided with the KartA4 card/A4Go OBU along with the authorisations required to use the Motorway for purposes related to the economic or professional activity conducted on their own behalf;

**Regulations** – these Regulations;

**Ordinance** – Ordinance of the Minister of Infrastructure of 29 April 2004 on motorway tolls (Journal of Laws no. 04.102.1075) applicable to motorway toll collection systems established before the entry into force of the act of 7 November 2008 amending the act on public roads and some other acts (Journal of Laws of 9 December 2008);

**SAM S.A. or Seller** – a company operating under the name Stalexport Autostrada Małopolska S.A. with its registered office in Mysłowice at ul. Piaskowa 20 (41-404 Mysłowice), entered into the register of entrepreneurs kept by the District Court for Katowice-Wschód in Katowice, 8<sup>th</sup> Economic Division of the National Court Register, under number 26895, tax identification number (NIP): 634 22 62 054, business statistical number (REGON): 273796214, share capital: PLN 66.753.000 fully paid-in, phone no.: 32 7627555;

**System** – an IT system enabling management of the Customer Account base, recording all transactions and operations performed using Accounts, Cards and A4Go OBU in accordance with these Regulations as well as Regulations for purchase of “KartA4” proximity cards and on-board “A4Go” units at Customer Service Points;

**A4Go OBU** – an on-board unit installed in accordance with the service manual attached thereto, transferring information about the vehicle to receiving antennas installed at the Motorway TP, by means of which one is authorised to travel through. The A4Go OBU remains sole property of SAM S.A. and it is lent to the Customer after the deposit specified in these Regulations has been paid.

## § 2

### TOLLS AND EXTRA CHARGES

#### 1. Tolls payable for individual Credit Packages:

##### a) for KartA4 cards

Card type	No. of Credits per package	1 package toll (gross amount)
Category 1	20	PLN 200.00
Category 2	20	PLN 400.00
Category 3	20	PLN 400.00
Category 4	20	PLN 700.00

##### b) for A4Go OBUs

Vehicle category matched with the A4Go OBU	No. of Credits per package	Discount	1 package toll (gross amount)
Category 1	20	PLN 20.00	PLN 180.00
Category 2	20	-	PLN 400.00
Category 3	20	-	PLN 400.00
Category 4	20	-	PLN 700.00

#### 2. Extra Charges

**a) for KartA4 cards**

<b>Items charged</b>	<b>Gross amount</b>
Card provision	PLN 0.00
Card duplicate provision	PLN 15.00
dispatch of Cards by registered mail (no more than 4 pcs.)	PLN 0.00
dispatch of Cards by courier mail (more than 4 pcs. only)	PLN 0.00
Card duplicate dispatch by registered mail	PLN 0.00
Card duplicate dispatch by courier mail	PLN 23.00

**b) for A4Go OBUs**

<b>Items charged</b>	<b>Gross amount</b>
deposit*	PLN 50.00
A4Go OBU replacement	PLN 0.00
A4Go OBU dispatch by registered mail (no more than 4 pcs.)	PLN 0.00
A4Go OBU dispatch by courier mail (more than 4 pcs. only)	PLN 0.00
replacement** A4Go OBU dispatch by registered mail	PLN 0.00
replacement** A4Go OBU dispatch by courier mail	PLN 23.00

\* also charged when a new A4Go OBU is provided in accordance with provisions of § 6, item 6 of these Regulations.

\*\* pursuant to the provisions of § 6, item 6 of these Regulations.

3. The foregoing Tolls and Extra Charges have also been published on websites: [www.autostrada-a4.com.pl](http://www.autostrada-a4.com.pl), [www.autostrada-a4.pl](http://www.autostrada-a4.pl), [www.karta4go.pl](http://www.karta4go.pl), and can be found at Customer Service Points.
4. Based on uniform criteria established for all Customers, SAM S.A. shall be entitled to introduce discounts for purchasing of a specific number of Credits, depending on the criteria they have assumed, particularly for specific Credit numbers, as well as the scope of authorisations previously acquired and exercised (transaction history).

**§ 3**

**PROCESSING OF ORDERS FOR CARDS/A4Go OBUs**

1. Orders for Cards/A4Go OBUs with a Credit Package and for Credit Packages (in the case of the Card/A4Go OBUs recharging) can be placed via the Website for Customers, or by filling in an Order Form, 24 hours a day, all year long, subject to the cases referred to in item 15 below.
2. The Card/A4Go OBU with a Credit Package shall be provided to the Customer via the Website for Customers at [www.karta4go.pl](http://www.karta4go.pl) under the following conditions:
  - a) the Customer has to register the Customer Account at the Website for Customers operated by SAM S.A., providing e-mail address in particular, which at the same time becomes a login to the Website for Customers. The login to the Website for Customers may be changed only upon Customer's request sent from the e-mail address, which is the current login to the Website for Customers. Should it not be possible, the login may be changed after sending a written request signed by a person authorised to represent the Customer;
  - b) a Credit Package referred to in § 2, item 1 has been purchased via the Website for Customers and the due payment in virtue thereof has been made by means of the Dotpay system;
  - c) a deposit for the A4Go OBU has been paid using the Dotpay system;
  - d) these Regulations have been approved and statements regarding personal data have been submitted.
3. The Card/A4Go OBU shall be provided to the Customer in the event that the latter has ordered the Card/A4Go OBU with a Credit Package by means of the Order Form under the following conditions:
  - a) the Customer has registered themselves by filing the Order Form and stated their e-mail address therein. In the event that the Customer is not yet a user of the Website for Customers,

- the e-mail address provided at the same time becomes a login to the same (if the Customer already is a user of the Website for Customers, the e-mail address provided Order Form has no effect on the current login to the Website for Customers);
- b) the Regulations have been approved and statements regarding personal data have been submitted;
  - c) the due payment has been made by a transfer to the Seller's bank account, with a reference to the relevant pro forma document issued on the basis of an order submitted via the Order Form stated in the payment title. The first working day following the day when the order was placed shall be deemed as the day of receipt of orders placed on Saturdays, Sundays and statutory days off or those defined as days off work by SAM S.A.
4. A Card/A4Go OBU shall not be provided without a Credit Package.
  5. SAM S.A. shall not bear any responsibility for the Customer purchasing the Card/A4Go OBU and the Credit Package for an inappropriate Vehicle category.
  6. The bill of sale shall be a VAT invoice. In the event of personal receipt of the Card/A4Go OBU at the CSP, the receiving person acknowledges the receipt in writing with CSP employee.
  7. Each Card/A4Go OBU shall be assigned to a Customer Account on which Credit Packages are to be registered in the System managed by SAM S.A.
  8. Cards/A4Go OBU with a Credit Package shall be provided directly or sent within 3 working days:
    - a) if the purchase has been made via the Website for Customers – after receiving a payment confirmation from Dotpay (i.e. when the transaction is given the “completed” status in the Dotpay system);
    - b) if the order has been placed by means of an Order Form – once the due amount has been booked at the Seller's bank account.
  9. An Order shall be considered invalid in the following cases:
    - a) the Seller has not received any confirmation of the Customer's payment from Dotpay, when the Dotpay system was chosen as the method of payment;
    - b) the Customer has failed to make the due payment within 30 days from receiving a pro forma document, when the order has been placed by means of an Order Form;
    - c) the Customer falls into arrears with payments for Credit Packages/A4Go OBU purchased at the CSP or via the Website for Customers.
  10. The purchase of Credit Packages for the selected Card/A4Go OBU shall be registered within 1 working day:
    - a) after receiving a payment confirmation from Dotpay (i.e. when the transaction is given the “completed” status in the Dotpay system), if the purchase has been made by means of the Dotpay payment system;
    - b) once the due amount paid by means of a bank transfer has been booked at the Seller's bank account, if the order has been placed by means of an Order Form.
  11. The Seller shall not be held responsible for the duration of the payment processing in the Dotpay system or the time of completing bank operations. The transaction date (date of sale) shall be the date of receiving a payment confirmation from Dotpay (i.e. when the transaction is given the “completed” status in the Dotpay system) or the date of booking the transfer at the Seller's bank account.
  12. In the event that the principles governing the sale of Cards/A4Go OBUs with Credit Packages or of Credit Packages are altered, the date relevant for the sales price shall be the date of crediting the bank account of SAM S.A.
  13. In the event of crediting the bank account of SAM S.A. with an amount exceeding the actual order value as of the day when the said funds were booked, SAM S.A. shall be obliged to return the excess constituting a difference between the relevant price and the amount paid in by transferring it to a bank account specified by the Customer, unless the Customer decides that the excess should be credited on account of a subsequent purchase.
  14. In the event of crediting the bank account of SAM S.A. with an amount being lower than the actual order value as of the day when the said funds were booked:
    - a) the Customer shall be obliged to make an extra payment within 2 working days to cover the difference between the order value as of the day when the relevant funds were booked and the amount actually paid in. Otherwise, the order shall not be processed and the funds paid in by

the Customer shall be returned to the latter by a bank transfer to an account specified by the latter;

or

- b) in the event that several Cards/A4Go OBUs with Credit Packages or several Credit Packages have been ordered, in accordance with written arrangements made with the Customer, SAM S.A. shall process the order within limits of a value equalling or being lower than the amount paid in by the Customer. Should the foregoing be the case, SAM S.A. shall be obliged to return the excess constituting a difference between the relevant order value and the amount paid in by transferring it to a bank account specified by the Customer, unless the Customer decides that the excess should be credited on account of a subsequent purchase.
15. The Seller hereby reserves the right to suspend processing of orders for:
  - a) provision or dispatch of Cards/A4Go OBUs with Credit Packages;
  - b) Credit Packages;for a period of time required to introduce necessary modifications in the Website for Customers and Order Form and solve technical problems related to the functioning of the System or/and the following websites: [www.autostrada-a4.com.pl](http://www.autostrada-a4.com.pl), [www.autostrada-a4.pl](http://www.autostrada-a4.pl), [www.karta4go.pl](http://www.karta4go.pl).
16. By accepting the Regulations, the Customer making a purchase grants their consent for invoices being issued and sent in electronic form by SAM S.A. The consent to receive electronic invoices is tantamount to resigning from receiving invoices in hard copy.
17. Customer's acceptance shall not exclude the right of SAM S.A. to issue and send invoices in hard copy.
18. Electronic invoices shall be issued in PDF format.
19. E-invoices will be provided by the Company to the Customer solely from the e-mail address: [e-faktura@autostrada-a4.pl](mailto:e-faktura@autostrada-a4.pl).
20. From the day of entry into force of the Regulations, the e-mail address constituting the login to the Website for Customers shall be a default e-mail address to which e-invoices (referred to in item 16) regarding remote purchases made via the Website for Customers or Order Form will be sent.
21. The e-mail address intended for receiving e-invoices may be changed via the form entitled "Statement on the electronic mail address (e-mail) for the purpose of sending an electronic invoice (e-invoice)" available at the Website for Customers or by contacting the CSP.
22. The e-mail address intended for e-invoices shall be changed within 3 working days from the date of receipt of correctly filled and signed "Statement on the electronic mail address (e-mail) for the purpose of sending an electronic invoice (e-invoice)" by SAM S.A., sent to the contact details provided in the aforesaid Statement or submitted at CSP.

#### **§ 4**

##### **DELIVERY OF CARDS AND A4Go OBUs**

1. Cards/A4Go OBUs shall be delivered by the following means:
  - a) by registered mail at the expense of SAM S.A., while processing orders for no more than 4 Cards or 4 A4Go OBUs;
  - b) by courier mail at the expense of SAM S.A., while processing orders for at least 5 Cards or 5 A4Go OBUs;
  - c) through personal receipt at the Customer Service Point chosen by the Customer. The only person authorised to collect the Card/A4Go OBU is one who has been defined in the order, upon presenting a document confirming one's identity.
2. The provision or dispatch of Cards/A4Go OBUs purchased via the Website for Customers or ordered by means of the order Form shall be made according to time limits specified in § 3, item 8 of the Regulations.
3. Cards purchased via the Website for Consumers and dispatched by registered mail or by courier mail shall remain inactive until activated by the Customer by means of their Account after receiving the Card.
4. Cards ordered by means of the Order Form to be dispatched by registered mail or by courier mail, shall be active.
5. A4Go OBUs purchased via the Website for Customers or by means of the Order Form to be dispatched by registered mail or by courier mail, shall remain inactive until activated by the Customer by means of their Account after receiving the A4Go OBU or by means of the CSP upon

the Customer's request submitted by e-mail from the e-mail address constituting the login to their Account.

6. SAM S.A. shall be obliged to deliver Cards/A4Go OBUs free of any physical or legal defects.

## § 5

### SYSTEM FUNCTIONS

Information about functions of the System can be found at websites:

[www.karta4go.pl](http://www.karta4go.pl), [www.autostrada-a4.com.pl](http://www.autostrada-a4.com.pl), [www.autostrada-a4.pl](http://www.autostrada-a4.pl),  
[www.autostrada-a4.com.pl/oplaty/a4go\\_elektroniczny\\_pobor\\_oplat](http://www.autostrada-a4.com.pl/oplaty/a4go_elektroniczny_pobor_oplat).

## § 6

### CARD/A4Go OBU LOSS OR DAMAGE

1. SAM S.A. shall not be held responsible for any loss of or damage to the Card/A4Go OBU as well as outcomes of their being used by an unauthorised person.
2. In the event of the Card/A4Go OBU loss or damage, the Customer shall be obliged to immediately:
  - a) lock the Card/A4Go OBU by selecting the suitable option at their Account (My Account tab/Card Locking or A4Go Locking), or
  - b) request that SAM S.A. lock the Card/A4Go OBU of a specified number by means of e-mail, facsimile or registered mail, subject to the reservation that locking the Card/A4Go OBU in such a case will only be possible on office days and in office hours of the CSP. Submitting the aforementioned request by e-mail shall only be possible if it is sent from the e-mail address constituting the login to the Customer Account, and when it is sent by facsimile or registered mail – if the request bears a signature of a person authorised to represent the Customer.
3. The request referred to in item 2 b), sent to e-mail address: [pokmyslowice@autostrada-a4.com.pl](mailto:pokmyslowice@autostrada-a4.com.pl) or [pokbalice@autostrada-a4.com.pl](mailto:pokbalice@autostrada-a4.com.pl), or sent by facsimile to the number (32) 7627 334 or (32) 7627 435, or sent by registered mail to the address of SAM S.A., shall contain the following information:
  - a) name of the entity to whom the Card or the A4Go OBU has been provided;
  - b) Card type;
  - c) number of the Card/A4Go OBU lost or damaged;
  - d) in the event of theft, contact details of the police unit where the theft was reported.
4. A Card/A4Go OBU may only be unlocked by the CSP based on a previously submitted request in accordance with the terms and conditions laid down in item 2 b).
5. In the event of the Card/A4Go OBU loss or damage, the Customer shall be entitled to receive a Card duplicate or a new A4Go OBU to which the unused Credits from the Card/A4Go OBU will be assigned.
6. A Card duplicate or a new A4Go OBU shall be provided based on a written request sent to the address: Stalexport Autostrada Małopolska S.A., ul. Piaskowa 20, 41-404 Mysłowice, or submitted by e-mail to the address: [pokmyslowice@autostrada-a4.com.pl](mailto:pokmyslowice@autostrada-a4.com.pl) or [pokbalice@autostrada-a4.com.pl](mailto:pokbalice@autostrada-a4.com.pl), stating the following:
  - a) information about the Card/A4Go OBU lost or damaged, in replacement of which a Card duplicate or a new A4Go OBU is to be furnished;
  - b) the manner of collecting the Card duplicate/new A4Go OBU, i.e.:
    - personal receipt, having specified the data of the person authorised to make the receipt,
    - or
    - by mail,
    - or
    - by courier mail.

The aforementioned written request must bear a signature of the person authorised to represent the Customer, and in the case of the request submitted by e-mail, it must be sent from the e-mail address constituting the login to the Customer Account.

7. Having received the aforementioned Customer request, the CSP shall send pro forma documents containing information about the bank account of SAM S.A. to which the due amount for provision of the Card duplicate or the new A4Go OBU is to be transferred.
8. The Card duplicate/new A4Go OBU can only be sent or personally collected after the relevant payment in virtue of the provision or dispatch of the Card duplicate/new A4Go OBU is booked at the bank account of SAM S.A.
9. Should the Toll Collector discover that the Card/A4Go OBU being used has been reported as stolen to the police, the competent police unit shall be notified about this fact.
10. In the event that the Card/A4Go OBU has been locked, driving through a TP shall be impossible. In such a situation, the Customer shall be obliged to make use of alternative forms of payment.

## **§ 7 COMPLAINTS**

1. Complaints related to Cards/A4Go OBUs and Credits shall be processed in accordance with the provisions contained in these Regulations as well as the relevant provisions of the Civil Code pertaining to liability under statutory warranty.
2. A complaint is lodged by registered mail sent to the following address: Stalexport Autostrada Małopolska S.A., ul. Piaskowa 20, 41-404 Mysłowice, or submitted by e-mail to the address: a4@autostrada-a4.com.pl, stating at least the following: Customer identification data, subject of the complaint, Card/A4Go OBU number and substantiation of the complaint being lodged.
3. Complaints which do not contain the foregoing data shall not be processed.
4. The right to lodge complaints is only vested with regard to non-expired Credits.
5. Each Credit Package remains valid for 730 days from the date of the Package purchase, and the validity period is counted with one minute accuracy.
6. A Customer shall be entitled to lodge a complaint under the following conditions:
  - a) for a Consumer, within 2 years from the day when the Card was delivered or Credits were added to the Account, subject to the provisions of item 4 above;
  - b) for an Entrepreneur, within 2 years from the day when the Card was delivered or Credits were added to the Account, subject to the provisions of item 4 above.
7. A Customer being an Entrepreneur shall lose the right to lodge a complaint in the event of having failed to notify the Seller about the grounds to lodge the complaint within 1 month from establishing these grounds.
8. A reply to a complaint should be provided within 14 days from the complaint receipt.
9. In the event that a legitimate complaint has been lodged, the Consumer shall be entitled to:
  - a) have the Card/A4Go OBU replaced with a new one;
  - b) withdraw from the agreement, if the defect is a substantial one. Having received the first complaint, the Seller shall be entitled to reject the Consumer's request for withdrawal from the agreement and replace the Card/A4Go OBU with a new one.
10. The costs related to returning the goods referred to in the complaint shall be refunded by the Seller immediately after the complaint is acknowledged. In the event that the Consumer has chosen a different mode of returning the Card/A4Go OBU than the one defined in these Regulations (registered mail), SAM S.A. shall not be obliged to reimburse the Customer for the additional costs incurred by the latter.
11. The Seller shall be released of the liability under statutory warranty in the event that the Customer knew about the relevant defect on the agreement conclusion.

## **§ 8 WITHDRAWAL FROM THE AGREEMENT**

1. Pursuant to article 27 of the act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827) (hereinafter referred to as: the "Consumer Rights Act"), a Consumer shall be entitled to remotely withdraw from a sales agreement without providing any substantiation thereto within 14 days from the shipment receipt by submitting a written declaration of withdrawal from the agreement within the aforementioned period. In order to meet the time limits, it suffices to send the

declaration prior to the lapse of the period in question. The foregoing entitlements are also vested to Entrepreneurs.

2. Withdrawing from the agreement shall be tantamount to a necessity of returning the Card/A4Go OBU, and it shall only apply to Cards/A4Go OBUs containing full and intact Credit Packages. The Customer shall bear all costs directly related to the return.
3. The withdrawal from the agreement may also apply to a Credit Package purchased under the condition that none of the Credits from the given Package has been used and that the withdrawal took place prior to the expiry of the given Package.
4. In the cases referred to in items 2 and 3, SAM S.A. shall refund a full amount corresponding to the value of the Package of Credits assigned to the given Card/A4Go OBU or/and the A4Go OBU deposit along with delivery costs, subject to the provisions of item 5 below. The foregoing amount shall be refunded immediately, and by no means later than within 14 days from the date of receipt of the declaration of withdrawal from the agreement and the return of the Card/A4Go OBU. In the event that the delivery cost equals PLN 0, the Consumer or the Entrepreneur shall only be reimbursed for the value of the Card containing the Credit Package or/and of the deposit for the A4Go OBU containing the Credit Package. SAM S.A. shall refund the due amount by the same means as used by the Consumer or the Entrepreneur, unless the Consumer or the Entrepreneur has expressly approved of an alternative means of refund without the former being forced to incur any additional costs.
5. In the event that the Consumer or the Entrepreneur has chosen a different mode of returning the Card/A4Go OBU than the cheapest and most ordinary one, as defined in these Regulations, SAM S.A. shall not be obliged to reimburse the Consumer or the Entrepreneur for the additional costs incurred by the latter.
6. The withdrawal from the agreement may be effected by filling in the form constituting appendix no. 1 hereto, however, it is not obligatory.

## § 9

### RETURN

1. The Customer shall be entitled to return:
  - a) A Card containing a full and intact Credit Package prior to its expiry;
  - b) An A4Go OBU containing full and intact Credit Packages for all the chosen vehicle categories;
  - c) An A4Go OBU featuring no Credits assigned to it;
  - d) a full and intact Credit Package prior to its expiry;
  - e) A4Go OBUs with impaired Credit Package by a request sent from the e-mail constituting the current login to the Website for Customers or by a written request signed by a person authorised to represent the Customer, sent to the mail address of the Seller or submitted personally to the CSP, with a statement about voluntary and unpaid resignation from impulses contained in the impaired Credit Package;
  - f) A4Go OBUs with faulty battery so that it could be replaced and Credits owned could be transferred to a functional A4Go OBU. In case stipulated in this item, neither deposit nor equivalent of the Credits transferred to the aforesaid A4Go OBU shall be returned.
2. The return shall be effected as follows:
  - a) **for legal and natural persons conducting economic activity**, by personally appearing at the CSP to submit a written request for returning the given Card/A4Go OBU or Credit Package, signed by a person authorised to represent the given entity containing the bank account number, with the bill of sale and an identity confirming document, and with the Card/A4Go OBU, if they are to be returned;
  - b) **for natural persons**, by personally appearing at the CSP with the Card/A4Go OBU, the bill of sale and an identity confirming document;
  - c) for the persons referred to in items a) and b) above, by sending to the Seller's address the Card/A4Go OBU along with a request stating the name of the entity to whom the Card/A4Go OBU has been provided, the Card type, the Card or the A4Go OBU number, and the relevant bank account number, whereas in the case of the Credit Package return, by e-mailing a request containing the aforementioned data as well as stating the number of Credits to be returned to the following addresses:



pokmyslowice@autostrada-a4.com.pl or pokbalice@autostrada-a4.com.pl. Submitting the request referred to above by e-mail shall only be possible if it is sent from the e-mail address constituting the login to the Customer Account.

3. The Cards/A4Go OBU being returned shall be cancelled (invalidated) by the Seller after the Card/A4Go OBU has been returned.
4. In the cases referred to in item 2, subject to item 1 letter f) herein, SAM S.A. shall refund a full amount corresponding to the value paid on the day of purchase of the Package of Credits assigned to the given Card or to the A4Go OBU along with the equipment deposit previously charged (nominal value). The foregoing amount shall be refunded immediately by a transfer to the Customer's bank account or via the Dotpay system, and by no means later than within 14 days from the date of the return of the Card/A4Go OBU and receipt of the request or personal appearance referred to in b).
5. In the event that a damaged A4Go OBU is returned, the equipment deposit shall not be refunded to the Customer.
6. When the obligation to pay the deposit to the Customer arises, SAM S.A. shall have the right to set off the receivables due and payable to SAM S.A. from the Customer for unpaid uses of the Motorway (referred to in Appendix no. 3 hereto).

## **§ 10**

### **PERSONAL DATA PROTECTION**

1. By way of registration, a Customer being a natural person renders their personal data available to SAM S.A. within the System framework. Under the System, a Customer being a legal person provides SAM S.A. with data required by SAM S.A. to perform their obligations and exercise their rights hereunder. SAM S.A. shall be the personal data controller. Data should be updated in order to perform the agreement in the proper manner.
2. Personal data of Customers shall be used to process orders, and shall not be rendered available to any parties not involved in the order processing.
3. SAM S.A. shall be entitled to use the Customers' personal data for handling transactions as well as for performing obligations and exercising rights of SAM S.A. hereunder, upon the Customers' prior consent expressed by accepting the Regulations while conducting registration at the Internet Store website, by accepting the Regulations at the Order Form website or by acknowledging the pro forma document sent by the CSP.
4. SAM S.A. shall be entitled to use the Customers' personal data for marketing purposes upon the latter's prior consent expressed by separately accepting such use of personal data while performing registration at the Website for Customers or by filling in the Order Form.
5. The Customer shall have the right to inspect their personal data and amend them based on a request sent from the e-mail constituting the current login to the Website for Customers or by a written request signed by a person authorised to represent the Customer, sent to the mail address of the Seller or submitted personally to the CSP. The Customer shall also be entitled to rescind the consent for personal data processing for purposes referred to in item 4 above or for being sent marketing information.
6. Rendering personal data available by Customers is voluntary. However, not rendering them available in the scope defined in item 3 shall preclude the purchase of the relevant authorisations by means of the Website for Customers or the Order Form as well as the use of Cards/A4Go OBUs.
7. According to Article 13 of the General Data Protection Regulation of 27 April 2016 (OJ L 119, 04.05.2016), please be informed that:
  - a) Stalexport Autostrada Małopolska S.A. with its registered office in Mysłowice at Piaskowa 20 (41-404 Mysłowice), entered into the register of entrepreneurs kept by the District Court for Katowice-Wschód in Katowice, 8<sup>th</sup> Economic Division of the National Court Register, under number 26895, tax identification number (NIP): 634 22 62 054, business statistical number (REGON): 273796214 shall be the Controller of Personal Data;
  - b) The Customer may contact the Controller of Personal Data via the Information Security Administrator/Data Protection Officer appointed by the Controller by e-mail: inspektor@autostrada-a4.com.pl;

- c) personal data shall be processed for the purposes related to purchase of “KartA4” proximity cards and “A4Go” on-board units;
  - d) personal data of the Customer shall be retained in a form allowing identification of the data subject for no longer than is necessary for the purpose for which the data is processed;
  - e) entities authorised to obtain personal data pursuant to the provisions of law and entities cooperating with SAM S.A. in order to perform the agreement will be the exclusive recipients of the Customer’s personal data;
  - f) the Customer shall have the right to demand from the Controller access to their personal data, rectify, erase them or limit their processing and the right to object to their processing, as well as the right to data portability;
  - g) the Customer shall have the right to rescind the consent at any time, unless it concerns the performance of the agreement;
  - h) the Customer shall have the right to lodge a complaint with the supervisory authority, i.e. to the President of the Personal Data Protection Authority;
  - i) the Customer is obliged to provide their data as required by law and voluntary in the remaining scope.
8. The personal data entrusted shall be processed in accordance with principles of security and using means of protection conforming with the requirements laid down in the applicable legal regulations, and particularly in: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

## **§ 11 MISCELLANEOUS**

1. The Customer shall be obliged to follow these Regulations.
2. SAM S.A. shall be entitled to cease the sale of authorisations at the Website for Customers or under an Order Form to Customers violating these Regulations or provisions of the applicable legal regulations, and in the event of receiving a request for personal data deletion or a rescission of the consent referred to in § 10, item 3 hereto.
3. SAM S.A. shall be entitled to amend these Regulations. Information about amendments to the Regulations shall be announced at websites [www.autostrada-a4.com.pl](http://www.autostrada-a4.com.pl), [www.autostrada-a4.pl](http://www.autostrada-a4.pl) and [www.karta4go.pl](http://www.karta4go.pl). The announcement of amendments to the Regulations shall be published no later than within 14 calendar days before the amended Regulations enter into force. The amendments to the Regulations shall not exert any negative impact on Customers’ rights and obligations resulting from the purchase of Cards/A4Go OBUs with a Credit Package or of Credit Packages in accordance with the Regulations in previous wording.
4. All matters not provided for in these Regulations shall be governed by applicable provisions of the Polish law.
5. The Consumer shall be entitled to use extra-judicial means of dealing with complaints. Extra-judicial consumer disputes shall be settled, among other available means, by regular consumer courts of arbitration operating at Provincial Inspectorates of Trade Inspection, by way of filing a motion for a dispute settlement.
6. These Regulations were adopted under the regulation of the Management Board of Stalexport Autostrada Małopolska S.A. of 12 February 2019 and it shall enter into force on 1 March 2019.

### **Appendices:**

- Appendix no. 1 – form of withdrawal from the agreement.
- Appendix no. 2 – KartA4.
- Appendix no. 3 – A4Go Electronic Toll Collection System.

**APPENDIX NO. 1**

**FORM OF WITHDRAWAL FROM THE AGREEMENT**

(this draft form is only to be filled in and sent if one intends to withdraw from the agreement)

Stalexport Autostrada Małopolska S.A., ul. Piaskowa 20, 41-404 Mysłowice

I/We<sup>(\*)</sup> hereby announce my/our<sup>(\*)</sup> withdrawal from the sale agreement

\_\_\_\_\_

(state the subject of the sale agreement here:

1) types and numbers of Cards

or

2) type and number of the Card/A4Go OBU to which the Credit Package was assigned and the date of purchase of the Credit Package to which the withdrawal from the agreement applies.

Date of the Card/A4Go OBU receipt / date of the Credit Package purchase

\_\_\_\_\_

Consumer's(s') first and last name / Entrepreneur's name and tax id. no. (NIP)

\_\_\_\_\_

Consumer's(s')/Entrepreneur's address

\_\_\_\_\_

Date \_\_\_\_\_

Consumer's(s')/Entrepreneur's signature (only if the form is submitted in hard copy)

\_\_\_\_\_

\* - delete as appropriate

## APPENDIX NO. 2 – KartA4

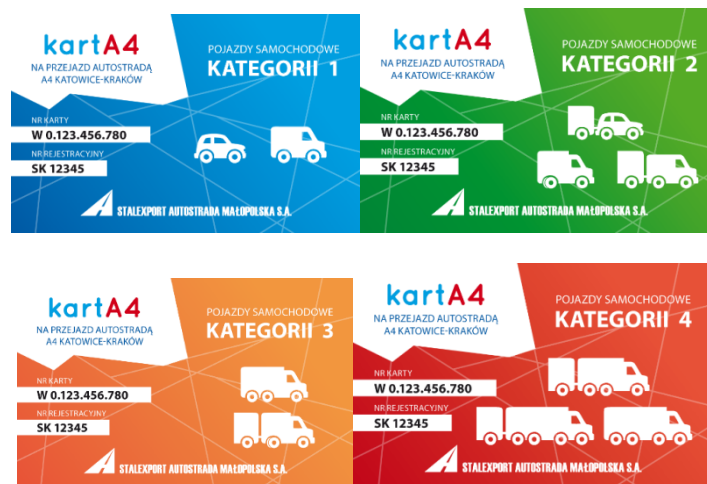
### § 1

#### CARD TYPES AND CREDIT PACKAGES

1. Cards shall feature specific authorisations assigned as Credits. Sample Cards of different types are provided below, in §2 of this appendix, and they can also be found at websites [www.autostrada-a4.com.pl](http://www.autostrada-a4.com.pl), [www.autostrada-a4.pl](http://www.autostrada-a4.pl) and [www.karta4go.pl](http://www.karta4go.pl).
2. Card types:
  - a) for category 1 vehicles – two-axle road vehicles, except motorcycles;
  - b) for category 2 vehicles – two-axle road vehicles of which at least one is equipped with a twin wheel and two-axle road vehicles with trailers;
  - c) for category 3 vehicles – three-axle road vehicles and two-axle road vehicles of which at least one is equipped with a twin wheel with trailers;
  - d) for category 4 vehicles – road vehicles with more than three axles, three-axle road vehicles with trailers and road vehicles with more than three axles with trailers.
3. One Card may only be assigned a Credit Package authorising the use of the Motorway with vehicles of a single category from among those defined in item 2.
4. Should the Customer intend to purchase travel authorisations for a vehicle of a different Category, it is necessary to purchase a Credit Package assigned to a new Card for a different vehicle Category.

### § 2

#### SAMPLE CARDS



### § 3

#### PRINCIPLES OF USING CARDS

1. In order to exercise the authorisations kept at the Customer Account and matched with the given Card, while travelling through the TP, the driver presents the Card to the Toll Collector.
2. The Card is a bearer type card.
3. The Customer can state the vehicle registration number to be saved on the Card.
4. The Customer shall bear the responsibility for the manner in which the holder uses the Card. It is conjectured that the person using the Card is authorised to use the Credits assigned to the given Card. The Toll Collector shall not be obliged to verify the Card holder's authorisations as well as to verify whether the vehicle registration number conforms with the one saved on the Card. The conjectures referred to in this item shall cease to be valid after the Card is effectively cancelled (invalidated), locked by the Customer due to being damaged, stolen or lost in any other manner. The Customer shall be obliged to protect the Card against damage, loss or theft.

5. Cards damaged to the extent that their authenticity cannot be verified (e.g. due to lacking number, lacking data required on the Card or not being recognised by the System) shall not be accepted at the TP.

### **APPENDIX NO. 3 – A4Go ELECTRONIC TOLL COLLECTION SYSTEM**

#### **§ 1**

#### **ON-BOARD A4Go UNITS AND CREDIT PACKAGES**

1. A4Go OBUs shall remain sole property of SAM S.A.
2. A4Go units shall feature specific authorisations assigned as Credits.
3. The Customer shall be entitled to purchase authorisations to use the Motorway for no more than two chosen vehicle categories from among those defined below, assigned to a single A4Go OBU:
  - a) for category 1 vehicles – two-axle road vehicles, except motorcycles;
  - b) for category 2 vehicles – two-axle road vehicles of which at least one is equipped with a twin wheel and two-axle road vehicles with trailers;
  - c) for category 3 vehicles – three-axle road vehicles and two-axle road vehicles of which at least one is equipped with a twin wheel with trailers;
  - d) for category 4 vehicles – road vehicles with more than three axles, three-axle road vehicles with trailers and road vehicles with more than three axles with trailers.
4. In the event that the choice of the vehicle category has been made incorrectly, a new vehicle category may only be assigned to the given A4Go OBU by a CSP employee under the condition that each of the Credit Packages purchased and assigned to the given A4Go OBU remains intact. A request for changing the vehicle category, stating the A4Go OBU number (first 15 digits), shall be submitted in the following manner:
  - a) by e-mail, sent to CSP from the e-mail address constituting the account login,  
or
  - b) by mail, sent to the Seller's address with a signature of the person authorised to represent the given Customer.
5. An A4Go OBU shall also be matched with at least one vehicle registration number, however, one can choose no more than 3 registration numbers of vehicles to be used with the given A4Go OBU.
6. The Customer shall be entitled to change the registration numbers at any time by updating the relevant data at the Account. Furthermore, the Customer may change registration numbers by means of a request sent from e-mail address constituting current login to the Website for Customers or by filing the form available at CSP.

#### **§ 2**

#### **PRINCIPLES OF USING A4Go OBUs**

1. In order to travel on the Motorway using the A4Go OBU, the driver shall be obliged to install it before driving through the TP in a manner specified in the service manual attached to the A4Go OBU as well as available at [www.autostrada-a4.com.pl](http://www.autostrada-a4.com.pl), and to check whether a correct registration number has been assigned to the A4Go OBU of a vehicle used at the Motorway
2. The users of A4Go OBUs may use a specially marked (orange arrows on the roadway), outer left lane at each TP, but A4Go OBUs may also be used at the remaining TP's lanes. When passing through a TP, the driver is obliged to stop near the Toll Collector's window before a white line. In order to avoid errors in reading the A4Go OBU, the driver should keep distance from the previous vehicle (at least 3 metres in case of a personal vehicle and 5 metres in case of buses and heavy goods vehicles). If the payment is to be made without the use of an on-board system, the driver is obliged to notify the collector in advance of a different method of payment.
3. Travelling with a vehicle of a different registration number or a different category than that assigned to the given A4Go OBU shall be impermissible.
4. The Customer shall be obliged to update data related to A4Go OBU, in particular the vehicle registration numbers assigned to it. Due to the technical aspects of A4Go electronic toll collection, failure to update registration numbers may result in previous vehicle owner be charged with payment for using the Motorway, e.g. if a vehicle is sold and data is not updated.

5. Travelling with a vehicle having different registration number than the one assigned to a given A4Go OBU may result in failure to pay the toll for using the Motorway and this fact being reported to authorities authorised to determine the owner/user of the vehicle, and locking of the A4Go OBU. The Customer shall be obliged to settle such an outstanding payment. Should the Customer fail to settle the payment, SAM S.A. shall be entitled to seek suitable legal remedies in order to recover the outstanding payment and block the A4Go OBU. Notifications concerning occurrence of such outstanding payments shall be sent by e-mail to the address defined by the Customer or by traditional mail if the Customer does not have e-mail address. The Customer shall be responsible for providing correct addresses for correspondence and updating them in the event of changes. An ineffective notification due to a missing or incorrect address does not release the Customer from the obligation to pay the due amount.
6. Travelling with a vehicle of a different category than that assigned to the given A4Go OBU – in case of vehicles with two categories assigned – or travelling with a vehicle of a category for which there are no Credits available at the Customer Account, when at the same time no payment is made using alternative forms of payment available in TP lanes, shall be considered tantamount to a failure to cover the Motorway toll. The Customer shall be obliged to settle such an outstanding payment within a non-extendible period of 10 working days from the day of travel. After lapse of the aforementioned time limit, SAM S.A. shall be entitled to seek suitable legal remedies in order to recover the outstanding payment and to block the A4Go OBU. Notifications concerning occurrence of such outstanding payments shall be sent by e-mail to the address defined by the Customer or by traditional mail if the Customer does not have e-mail address. The Customer shall be responsible for providing correct addresses for correspondence and updating them in the event of changes. An ineffective notification due to a missing or incorrect address does not release the Customer from the obligation to pay the due amount.
7. If vehicles are towed, a fee must be paid for both the towing vehicle and the towed vehicle. Towing should be reported to the collector so that correct fees could be paid for travelling. If a vehicle equipped with active A4Go OBU is transported by a tow truck, this fact should be reported to the collector so that the tow truck driver could pay for using the Motorway in a correct manner.
8. Travelling through the TP using the A4Go OBU shall not be possible when:
  - a) there are no Credits at the Customer Account;or/and
  - b) the A4Go OBU has been locked.
9. The A4Go OBU shall be locked in the following cases:
  - a) when such an operation has been made by the Customer on their Account at the [www.karta4go.pl](http://www.karta4go.pl) website or upon their request by the CSP employee in accordance with § 6, item 2 of the Regulations;
  - b) laid down in item 5 above,
  - c) when the overall outstanding payment referred to in item 6 becomes equivalent to 2 tolls due for travelling through the TP (regardless of the Vehicle Category). Should the latter be the case, the Card shall be locked automatically;
  - d) if SAM S.A. exercises the right to lock OBU as laid down in item 6.Information concerning the A4Go OBU locking shall be provided at the Customer Account. Information about the A4Go OBU locking can also be acquired at the CSP.
10. In order to unlock the A4Go OBU in the cases described in item 9b), all outstanding payments referred to item 5 must be settled, or registration number of vehicles assigned to A4Go OBU should be updated:
  - a) in order to settle the outstanding payments, one must contact the Operator – VIA4 S.A. The A4Go OBU shall be unlocked no later than on the next working day past the date of booking the due amount at the Operator's bank account.
  - b) if A4Go OBU was locked for travelling with a vehicle of a different registration number than that assigned to the given A4Go OBU, the driver should contact the Operator – VIA4 S.A. In such case the A4Go OBU shall be unlocked no later than on the next working day past the date of updating registration numbers of vehicles assigned to A4Go OBU.
11. In order to unlock the A4Go OBU in cases described in item 9 c) or d), all outstanding payments referred to item 6 must be settled, however, purchasing a Credit Package shall not be considered as settlement of outstanding payments. In order to settle the outstanding payments, one must

contact the Customer Service Point. The A4Go OBU shall be unlocked no later than on the next working day past the date of booking the due amount at the Seller's bank account.

12. The Customer shall be obliged to protect the A4Go OBU against damage, loss or theft.