

**REGULATIONS FOR REMOTE PURCHASE AND USE
OF "A4Go" ON-BOARD UNITS AND "KartA4" PROXIMITY CARDS**

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§ 1

GENERAL PROVISIONS

1. These Regulations lay down principles for remote purchase and use of on-board units with a trade name of "A4Go" and proximity cards with a trade name of "KartA4" 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 the Regulations are given the following meaning:

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

A4Go ID/Card ID – technical identification number of the A4Go OBU/Card. ID of A4Go OBUs is a number made up of 15 digits (i.e. manufacturer number and serial number) placed on the Unit's label. Card ID is an 8-digit number printed on the Card;

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

Blue Media – a company with its registered office in Sopot at ul. Powstańców Warszawy 6, 81-718 Sopot, entered into the National Court Register – the Register of Entrepreneurs kept by the District Court for Gdańsk-Północ in Gdańsk, the 8th Commercial Division of the National Court Register, under KRS number: 0000320590, administering a system of payments made at the Website for Customers;

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

Incident – an unpaid use of the Motorway referred to in § 2(7) and (8) of Appendix no. 2 – "A4Go Electronic Toll Collection System".

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

Website for Customers – a website registered under the www.a4go.pl domain by means of which a Customer may gain access to information contained in the Customer Account and where one may

also purchase A4Go OBU/Card 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 A4Go OBU/Card, who purchases or orders a Credit Package authorising the use of the Motorway via the Website for Customers;

Consumer – a natural person provided with the A4Go OBU/Card, 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 and in the Privacy Policy. 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 (Prepaid) or individual uses (Postpaid);

Extra charges – a deposit for the A4Go OBU, fees for shipment of A4Go OBUs or Cards or invoices; charges related to replacing the A4Go OBU or releasing a duplicate of the KartA4 card;

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

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;

Privacy Policy – a set of information on the principles for processing of personal data of the users of www.a4go.pl, www.autostrada-a4.com.pl and Customers using the motorway or other types of natural persons whose personal data is processed in connection with SAM S.A. activity, provided at www.a4go.pl and www.autostrada-a4.com.pl;

Postpaid – a deferred payment for using the motorway which is based on automatic charges of the payment instrument (e.g. payment cards) assigned to a given A4Go OBU;

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

Prepaid – payment in advance for a Credit Package;

Entrepreneur – a natural person, a legal person or an entity to whom legal capacity has been granted under the applicable act, provided with the A4Go OBU/Card 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, 8th 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;

Sub-account – a number of A4Go OBU/Card assigned in the System (system number), displayed in the Customer Account. If OBU/Card is replaced with a different one (i.e. OBU/Card with a different A4Go ID/Card ID), the Sub-account number assigned for given OBU/Card remains unchanged; in particular, Credits and transaction data assigned to a given OBU/Card remain unchanged;

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

A4Go OBU or **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. The Tolls and Extra Charges have been published on websites: www.autostrada-a4.com.pl, www.a4go.pl and can be found at Customer Service Points.
2. Based on uniform criteria established for all Customers, SAM S.A. shall be entitled to introduce discounts, depending on the criteria they have assumed.

§ 3

PROCESSING OF ORDERS FOR A4Go OBUs/CARDS/CREDIT PACKAGES

1. Orders for A4Go OBUs with Credit Packages or without Credit Packages, Cards with Credit Packages or without Credit Packages and for Credit Packages (in the case of the A4Go OBUs/Cards recharging) can be placed via the Website for Customers, 24 hours a day, all year long, subject to the cases referred to in item 13 below.
2. The A4Go OBU with a Credit Package or without a Credit Package/Card with a Credit Package shall be provided to the Customer via the Website for Customers at www.a4go.pl under the following conditions:
 - a) the Customer has to register the Customer Account at the Website for Customers, 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 to the address of SAM S.A.;
 - b) a deposit for the A4Go OBU has been paid;
 - c) these Regulations have been approved and statements regarding personal data have been submitted;
 - d) a Credit Package has been purchased or Postpaid has been used.
3. A Card shall not be provided without a Credit Package.
4. SAM S.A. shall not bear any responsibility for the Customer purchasing the A4Go OBU/Card and the Credit Package for an inappropriate Vehicle category.
5. The bill of sale shall be a VAT invoice. In the event of personal receipt of the A4Go OBU/Card at the CSP, the receiving person acknowledges the receipt in writing with CSP employee.
6. Each A4Go OBU/Card shall be assigned to the Customer Account.
7. The A4Go OBU/Card is provided or shipped within 3 business days after confirmation of payment made by Blue Media or booking the transfer on bank account of SAM S.A., if the Customer has decided to pay by bank transfer without using the Blue Media settlement system.
8. An Order shall be considered invalid in the following cases:
 - a) the Seller has not received any confirmation of the Customer's payment from Blue Media, when the Blue Media system has been 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, if the Customer has decided to pay by bank transfer without using the Blue Media settlement system;
 - c) the Customer falls into arrears with payments for Credit Packages/A4Go OBU purchased at the CSP or via the Website for Customers.
9. The purchase of Credit Packages for the selected A4Go OBU/Card shall be registered within 1 working day from the date of purchase after confirmation of payment made by Blue Media or

- booking the transfer on bank account of SAM S.A., if the Customer has decided to pay by bank transfer without using the Blue Media settlement system.
10. In the event that the principles governing the sale of A4Go OBUs/Cards 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. or the date of confirmation of payment by Blue Media.
 11. 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 or confirming payment of such an amount by Blue Media, 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.
 12. 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 or confirming payment of such an amount by Blue Media:
 - 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 A4Go OBUs/Cards 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.
 13. The Seller hereby reserves the right to suspend processing of orders for:
 - a) provision or shipment of A4Go OBUs/Cards;
 - b) Credit Packages;for a period of time required to introduce necessary modifications in the Website for Customers and solve technical problems related to the functioning of the System or www.a4go.pl.
 14. By accepting the Regulations, the Customer making a purchase grants their consent for electronic invoices being issued by SAM S.A. and making them available on the Customer Account with the possibility of downloading them. The consent to receive electronic invoices is tantamount to resigning from receiving invoices in hard copy.
 15. Customer's acceptance shall not exclude the right of SAM S.A. to issue and send invoices in hard copy.
 16. Electronic invoices shall be issued in PDF format.
 17. If the Prepaid payment method is used, invoices shall be issued after making purchases in the System.
 18. If the Postpaid deferred payment method is used, a collective invoice with all transactions in a given calendar month shall be issued after the end of each calendar month.
 19. The Seller shall not be held responsible for the duration of the payment processing in the Blue Media system or the time of completing bank operations. The transaction date (date of sale) shall be the date of a payment confirmation from Blue Media (i.e. when the transaction is given the "completed" status in the Blue Media system) or the date of booking the transfer at the Seller's bank account.

§ 4

DELIVERY OF A4Go OBUs AND CARDS

1. A4Go OBUs/Cards 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 A4Go OBUs or 4 Cards;
 - b) by courier mail at the expense of SAM S.A., while processing orders for at least 5 A4Go OBUs or 5 Cards;
 - c) by courier mail at the expense of Customer, while processing orders for less than 5 A4Go OBUs or 5 Cards;
 - d) through personal receipt at the Customer Service Point chosen by the Customer. The only person authorised to collect the A4Go OBU/Card is one who has been defined in the order, upon presenting a document confirming one's identity.
2. The provision or shipment of A4Go OBUs/Cards purchased via the Website for Customers shall be made according to time limits specified in § 3(7) of the Regulations.
3. A4Go OBUs purchased via the Website for Customers, 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.
4. 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.
5. SAM S.A. shall be obliged to deliver A4Go OBUs/Cards free of any physical and legal defects.

§ 5

SYSTEM FUNCTIONS

1. Information about functions of the System can be found at websites www.a4go.pl and www.autostrada-a4.com.pl/oplaty/a4go_elektroniczny_pobor_oplat.
2. If the Customer uses the A4Go OBU or other active applications, means or electronic devices with which the Customer may settle his/her uses of the Motorway, unless the Customer has deactivated such applications, means or electronic devices in advance SAM S.A. may use any of such means to settle the toll for using the Motorway, provided that if the Customer enters the TP using a road lane where it will be possible to pay for the toll in cash, using KartA4, a payment or fuel card, SAM S.A. shall enable the Customer to pay the toll in cash or with such card at the Customer's request.
3. If the Customer uses a Postpaid payment methods and has Credit Packages at the same time, Credit Packages assigned to A4Go OBU shall be treated as priority.

§ 6

A4Go OBU/CARD LOSS OR DAMAGE

1. SAM S.A. shall not be held responsible for any loss of or damage to the A4Go OBU/Card as well as outcomes of their being used by an unauthorised person.
2. In the event of the A4Go OBU/Card loss or damage, the Customer shall be obliged to immediately:
 - a) lock the A4Go OBU/Card by selecting the suitable option at their Account,
or
 - b) request that SAM S.A. lock the A4Go OBU/Card of a specified number by means of e-mail or registered mail, subject to the reservation that locking the A4Go OBU/Card 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 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 by e-mail at: pokmyslowice@autostrada-a4.com.pl or pokbalice@autostrada-a4.com.pl, 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 A4Go OBU or the Card has been provided;
 - b) Card type;
 - c) A4Go ID of stolen or lost A4Go OBU/Card ID;
 - d) in the event of theft, contact details of the police unit where the theft was reported.
4. In the case referred to in item 2 a) above, the Customer may unlock the A4Go OBU/Card on his/her own on the Customer Account. In the case referred to in item 2 b), the A4Go OBU/Card may only be unlocked by the CSP in accordance with the terms and conditions laid down in item 2 b).
5. In the event of the A4Go OBU/Card loss or damage, the Customer shall be entitled to receive a new A4Go OBU or a Card duplicate to which the unused Credits from the A4Go OBU/Card will be assigned. In this case, the A4Go ID/Card ID shall be changed accordingly, whereas OBU/Card Sub-account remains unchanged.
6. A new A4Go OBU or a Card duplicate 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 or pokbalice@autostrada-a4.com.pl, stating the following:
 - a) information about A4Go ID/Card ID of the A4Go OBU/Card damaged or lost, in replacement of which a new A4Go OBU or a Card duplicate is to be furnished;
 - b) the manner of collecting the new A4Go OBU/Card duplicate, 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. After receiving the above-mentioned Customer's requests, CSP shall issue an invoice including fees for the lost or damaged A4Go OBU and possible shipment of a new A4Go OBU or Card duplicate.
8. The new A4Go OBU/Card duplicate can only be sent or personally collected after the relevant payment in virtue of the provision or dispatch of the new A4Go OBU/Card duplicate is received.
9. Should the Toll Collector discover that the A4Go OBU/Card 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 A4Go OBU/Card 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 A4Go OBUs/Cards and Credits shall be processed in accordance with the provisions contained in the Regulations as well as the relevant provisions of the Civil Code pertaining to liability under statutory warranty.
2. A complaint shall be 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, A4Go OBU ID/Card ID 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 A4Go OBU/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 A4Go OBU/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) replace A4Go OBU/Card 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 A4Go OBU/Card 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 A4Go OBU/Card 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 A4Go OBU/Card, and it shall only apply to A4Go OBUs/Cards 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 A4Go OBU/Card or 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 A4Go OBU/Card. In the event that the delivery cost equals PLN 0, the Consumer or the Entrepreneur shall only be reimbursed for the value of the deposit for the A4Go OBU containing the Credit Package or of the Credit Packages assigned to the Card. 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 A4Go OBU/Card 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) An A4Go OBU containing full and intact Credit Packages for all the chosen vehicle categories;
 - b) An A4Go OBU featuring no Credits assigned to it;
 - c) a full and intact Credit Package prior to its expiry;
 - d) 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;
 - e) 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. When the OBU is replaced, the A4Go ID number shall be changed accordingly, whereas OBU Sub-account remains unchanged.
 - f) a Card containing a full and intact Credit Package prior to its expiry;
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 A4Go OBU/Card 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 A4Go OBU/Card, if they are to be returned;
 - b) **for natural persons**, by personally appearing at the CSP with the A4Go OBU/Card, 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 A4Go OBU/Card along with a request stating the name of the entity to whom the A4Go OBU/Card has been provided, the Card type, the A4Go OBU ID or Card ID 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 A4Go OBU/Card being returned shall be cancelled (invalidated) by the Seller after the A4Go OBU/Card has been returned.
4. In the cases referred to in item 2, subject to item 1 letter e) 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 A4Go OBU or Card 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 Blue Media system, and by no means later than within 14 days from the date of the return of the A4Go OBU/Card and receipt of the request or personal appearance referred to in item 2(a) or (b) above.
5. In the event that a damaged A4Go OBU is returned, the equipment deposit shall not be refunded to the Customer.
6. SAM S.A. shall have the right to set off the receivables due and payable to SAM S.A. for unpaid uses of the Motorway (referred to in Appendix no. 2 hereto).

§ 10

PERSONAL DATA PROTECTION

SAM S.A. shall inform the Customer who is a natural person within the meaning of Regulation (EU) No. 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 (hereinafter: General Data Protection Regulation – GDPR) that:

1. SAM S.A. shall be the controller of Customer's personal data, who may be contacted sending correspondence to the address of the registered office in Myslowice (ul. Piaskowa 20, 41-404) or by e-mail to the designated data protection officer (hereinafter: DPO) at: inspektor@autostrada-a4.com.pl, or by a traditional letter to the address of the registered office of SAM S.A. indicated above;
2. Depending on the legal grounds for the processing of personal data and the prerequisites referred to in Articles 7 and 15-22 of GDPR, each person whose data is processed shall have the right to:
 - a) access their personal data and obtain a copy thereof (Article 15 of GDPR);
 - b) rectify data that is incorrect or incomplete (Article 16 of GDPR);
 - c) request to delete their personal data (Article 17 of GDPR);
 - d) limit processing in cases referred to in Article 18 of GDPR (making a request under Article 18(1) of GDPR shall not affect the obligation to pay tolls for using the motorway);
 - e) transfer data in the cases specified in Article 20 of GDPR;
 - f) object at any time to the processing of their personal data on grounds relating to your particular situation under Article 6(1)(f) and (e) of GDPR and in other cases referred to in Article 21 of GDPR;
 - g) not to be subject to a decision which is based solely on automated processing, including profiling, and produces legal effects on a person or affects them significantly in any similar way (Article 22 of GDPR);
 - h) withdraw consent at any time without affecting the lawfulness of processing based on the consent before its withdrawal (Article 7 of GDPR).

In order to exercise any of the aforementioned rights, please send a relevant request to SAM S.A. or a designated DPI in the manner specified in §10(1). The request referred to above may also be submitted at the Customer Service Points. In case of any doubts related to the submission of the request, please contact the DPO by phone at 32 76 27512 or by e-mail.

- i) A person whose personal data is processed shall also have the right to lodge a complaint with the supervisory authority if he/she believes that SAM S.A. is processing his/her personal data contrary to the applicable law. In Poland, the supervisory authority is the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa, Poland.

The processing of your personal data and their protection is very important to us. It is important to us that any doubts that arise in connection with their processing are immediately resolved. Therefore, we would be grateful if, before making any complaint to the supervisory authority, you would like to contact the data protection officer appointed by us in order to immediately address your doubts as to the lawful processing of your personal data.

3. The Customer's personal data shall be processed only if it is in accordance with the applicable law, including:
 - a) whenever it is necessary to comply with the provisions of the Regulations for remote purchase of use of A4Go OBUs and Cards.
SAM S.A. shall process individual data of the Customer, the scope of which is defined in these Regulations, only to the extent necessary to create and maintain an Account on the Customer Website, to change the Account login, to send notifications on the status of the Regulations, to accept and execute the request to block the A4Go OBU or Card and to provide a new A4Go OBU or a Card duplicate, to issue proofs of sale – VAT invoices for purchases made, to deliver VAT invoice, to confirm payment, to ship A4Go OBU or Card purchased, to return excess payments for A4Go OBU/Card purchased, to examine complaints, and to manage the returns of A4Go OBU or Card;
 - b) whenever it is necessary to fulfil a legal obligation imposed on SAM S.A., e.g. the obligation to keep accounting records containing personal data;

- c) whenever it is necessary to achieve the goals resulting from our legitimate interests consisting in:
1. establishing, asserting and defending claims,
 2. conducting direct marketing, unless separate legal regulations require obtaining additional consent,
 3. improving the quality of provided services and offered products (by conducting analyses and market research pertaining to the quality of the services provided and the products offered,
 4. developing various types of analyses and reports for internal business purposes, in connection with the activities conducted, including those within the Stalexport Autostrada Capital Group, as well as in connection with reporting for the Atlantia Capital Group, to which SAM S.A. belongs,
 5. taking actions to ensure compliance with legal standards and ethics;
- d) where you have consented to the processing of your personal data by us for a specific purpose, e.g. to receive e-mail newsletters from us.
4. SAM S.A. processes the Customer's personal data under Article 6(1)(a), (b), (c) and (f) of GDPR, and if a consent has been granted to receive marketing information, including commercial information, also based on the consent referred to in Article 10 of the Act of 18 July 2002 on Rendering Electronic Services and Article 172 of the Telecommunications Law of 16 July 2004;
 5. It is voluntary to provide personal data, but without it the Customer shall not be able to use an A4Go OBU or a Card. Whenever your consent is the ground for processing your personal data, it is voluntary to grant it. Failure to grant a consent shall result in the fact that we will not be able to take the actions for which such consent is required on your behalf before they are taken.
 6. All personal data shall be processed by SAM S.A. only for the time necessary to achieve a specific purpose and in accordance with the applicable laws, including the time the Customer is bound by the provisions of these Regulations, on the basis of which he or she uses an A4Go OBU or a Card, and for the time necessary to demonstrate the proper performance of the provisions of the Regulations in connection with the claims pursued or in defence of such claims, i.e. until the expiry of the claims limitation period, as well as to the extent that the processing of personal data results from legal obligations – until they are fulfilled. The Customer's personal data processed on the basis of consent shall be processed until the consent is withdrawn or SAM S.A. fulfils the purpose for which it was necessary to obtain consent for data processing. Personal data processed for the purposes referred to in § 10(3)(c)(2-5) shall be processed no longer than it is necessary to achieve the individual purposes.
 7. Personal data shall be transferred outside the EU or EEA, but only to the extent necessary (e-mail address) to send electronic notifications in connection with the implementation of the provisions of the Regulations or to send marketing messages to Customers who have consented to this. We use a tool - provided by Twilio - that stores personal data on servers located in third countries, in particular in the USA. The provider of this tool guarantees an adequate level of protection of personal data through the applicable compliance mechanisms envisaged in GDPR, in particular by joining the Privacy Shield Programme. For more information about Twilio's privacy mechanisms visit <https://www.twilio.com/legal/data-protection-addendum>.
 8. Customer's personal data may be received solely by entities that support SAM S.A. in the execution of the aforementioned processing objectives. These entities shall include in particular postal operator or courier companies that may deliver OBUs purchased or letters and documents, a law firm, in particular in the field of conducting cases related to pursuing claims or defending against claims, data protection officer, in the scope of the implementation of the tasks thereof, including but not limited to the extent necessary to respond to any enquiries concerning personal data processing, IT companies providing and maintaining the Website for Customers along with their systems and applications that process personal data. Each of data recipients shall receive only the data that is necessary to achieve a specific purpose, and furthermore, such recipient shall be obliged to process them and thus secure them in accordance with the applicable laws.
 9. Personal data may be transferred to public authorities for the purpose of proceedings conducted by these authorities under generally applicable law.
 10. To the extent that the payment of a deposit or top-ups to A4Go OBU or KartA4 is made through an entity running a payment settlement system – e.g. Blue Media, this entity shall be the personal data controller, and information published by this entity shall be applicable to the processing of personal data on the subject of personal data.

11. To the extent that the customer concludes an agreement with SAM S.A. electronically or uses services provided electronically (e.g. creating and maintaining Account on the Website for Customers), the provisions of the Privacy Policy at www.autostrada-a4.com.pl and www.a4go.pl that shall be interpreted in conjunction with these provisions on personal data processing shall be applicable to processing of the Customer's personal data.

§ 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 to Customers violating these Regulations or provisions of the applicable law.
3. SAM S.A. shall be entitled to amend the Regulations. Information about amendments to the Regulations shall be announced at websites: www.autostrada-a4.com.pl, www.a4go.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 A4Go OBUs/Cards 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. The consumer may resolve disputes online using the EU internet platform (ODR platform) at <https://ec.europa.eu/consumers/odr>. The ODR platform is a multilingual, interactive website for consumers and entrepreneurs seeking out-of-court settlement of a dispute arising from a distance contract of sale or a service contract.
7. Any potential disputes arising between a Customer who is not a consumer and SAM S.A. shall be resolved by the court with jurisdiction over the seat of SAM S.A.
8. The Regulations were adopted under the regulation of the Management Board of Stalexport Autostrada Małopolska S.A. of 8 June 2020 and it shall enter into force on 23 June 2020.

Appendices:

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

APPENDIX NO. 1 – TEMPLATE OF THE AGREEMENT WITHDRAWAL FORM

(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^(*) hereby announce my/our^(*) withdrawal from the sale agreement

(state the subject of the sale agreement here:

1) A4Go OBU ID number/Card type and ID number

or

2) A4Go OBU ID number/Card type and ID number, 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 A4Go OBU/Card 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 – 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 OBUs shall feature specific authorisations assigned as Credit Packages (Prepaid) or payment for using a motorway will be made using the Postpaid method.
3. The Customer may assign no more than two (and at least one) vehicle categories (basic category and additional category) selected from the following categories to one A4Go OBU:
 - a) category 1 – two-axle road vehicles, except motorcycles;
 - b) category 2 – two-axle road vehicles of which at least one is equipped with a twin wheel and two-axle road vehicles with trailers;
 - c) category 3 – three-axle road vehicles and two-axle road vehicles of which at least one is equipped with a twin wheel with trailers;
 - d) category 4 – 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 case of the Prepaid payment method, the Customer may purchase authorisations to use the Motorway in form of Credit Packages for no more than two chosen vehicle categories specified in item 3 above.
5. In case of the Postpaid payment method, the Customer may use the Motorway with a vehicle of any category, regardless of the vehicle category assigned to the A4Go OBU.
6. 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 ID number (first 15 digits), shall be submitted in the following manner:
 - a) by e-mail, sent to CSP the 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.
7. 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.
8. The Customer shall be entitled to change the registration numbers at any time by updating the relevant data at the Customer 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 and www.a4go.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 A4Go OBU, 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 than that assigned to the given A4Go OBU shall be impermissible.
4. In the case of using the Prepaid payment method, it is prohibited to use vehicles of different categories than the ones assigned to A4Go OBU.

5. 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.
6. 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/A4Go OBUs owned by the Customer. The Customer shall be obliged to settle such an outstanding payment. Should the Customer fail to settle the payment, directly or via the Operator, SAM S.A. shall be entitled to seek suitable legal remedies in order to recover the outstanding payment and block the A4Go OBU/A4Go OBUs owned by the Customer. 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. 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 (this situation shall not be applicable to Postpaid, where the customer can drive a vehicle of any category). The Customer shall be obliged to settle such an outstanding payment within a non-extendible period of 14 calendar 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/A4Go OBUs owned by the Customer. Notifications concerning occurrence of such outstanding payments shall be made available by Customer Account and 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.
8. If Postpaid is used and it is not possible to automatically charge payment instrument assigned to the A4Go OBU, the Customer shall be obliged to settle such an outstanding payment within a non-extendible period of 14 calendar 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/A4Go OBUs owned by the Customer. Notifications concerning occurrence of such outstanding payments shall be provided in the Customer Account and 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.
9. If the vehicle is driven in violation of requirements laid down in manual of A4Go OBU or TP (signs, lane markings, etc.), the toll may not be paid for using the Motorway. The Customer shall be obliged to settle such an outstanding payment within a non-extendible period of 14 calendar 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/A4Go OBUs. 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.
10. 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.

11. Travelling through the TP using the A4Go OBU shall not be possible when:
 - a) there are no Credits and active Postpaid payment method at the Customer Account;
 - or
 - b) the A4Go OBU has been locked.
12. The A4Go OBU shall be locked in the following cases:
 - a) when such an operation has been made by the Customer on their Account or upon their request by the CSP employee in accordance with § 6, item 2 of the Regulations;
 - b) laid down in item 6 above,
 - c) when the overall outstanding payment referred to in item 7 or 8 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 7, 8 or 9 above.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.
13. In order to unlock the A4Go OBU in the cases described in item 12b), all outstanding payments referred to item 6 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 by the Operator;
 - 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.
14. In order to unlock the A4Go OBU in cases described in item 12 c) or d), all outstanding payments referred to item 7, 8 or 9 must be settled, however, purchasing a Credit Package shall not be considered as settlement of outstanding payments. In order to settle the payment, payment must be made through the Customer Account, by bank transfer or at 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.
15. The Customer shall be able to block and unblock A4Go OBU on his/her own at the Customer Account.
16. The Customer shall be obliged to protect the A4Go OBU against damage, loss or theft.

APPENDIX NO. 3 – 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 and www.a4go.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 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 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.
4. 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.