

## § 1. Definitions

1. **Regulations** - these provisions specify the rules for using the NETGO Portal and the rules for providing services by NETGO through the NETGO Portal.
2. **NETGO Portal** - websites through which NETGO provides services at the following addresses:
  - a) a) <https://vignetteoesterreich.eu/> - vignettes in Austria;
  - b) b) <https://vignetteczech.eu/> - vignettes in Czech Republic;
  - c) c) <https://sloviavignette.eu/> - vignettes in Slovakia;
  - d) d) <https://bulgariavignette.eu/> - vignettes in Bulgaria;
  - e) e) <https://vignetteslovenia.eu/> - vignettes in Slovenia;
  - f) f) <https://vignetteschweiz.eu/> - vignettes in Switzerland.
3. **Services** - the service of supporting Users provided by NETGO in the registration of virtual vignettes by Users.
4. **Agreement** - an agreement regarding the provision of Services concluded between NETGO and the User through the NETGO Portal.
5. **Personal data** - information about an identified or identifiable natural person ("data subject"); an identifiable natural person is a person who can be directly or indirectly identified, especially based on an identifier such as a name, identification number, location data, internet identifier, or one or more specific factors determining the physical, physiological, genetic, psychological, economic, cultural, or social identity of a natural person.
6. **User** - a natural person with full legal capacity who, through the form available on the NETGO Service website, concludes an agreement for the provision of Services.
7. **NETGO** - NETGO spółka z ograniczoną odpowiedzialnością (LLC LP) SP Z O.O. with its registered office in Katowice, ul. Graniczna 29, 40-017, Katowice, Tax Identification Number (NIP): 9542755521, National Official Business Register (REGON): 361571148, registered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000559238.
8. **GDPR** - 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 (General Data Protection Regulation).
9. **Profiling** - any form of automated processing of personal data that uses personal data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that person's work performance, economic situation, health, personal preferences, interests, reliability, behavior, location, or movements.
10. **Consumer** - a natural person who enters into a legal transaction with the entrepreneur that is not directly related to the consumer's business or professional activity.
11. **Virtual vignette** - payment for the registration of a single-track or four-wheeled vehicle with a maximum permissible weight not exceeding 3.5 tonnes in the electronic toll collection system appropriate for particular countries.
12. **Vehicle** - a single-track or four-wheeled vehicle with a maximum permissible weight not exceeding 3.5 tonnes.
13. **Digital content** - data produced and delivered in digital form;
14. **Digital service** - a service that allows the consumer to:
  - a) produce, process, store, or access data in digital form,

- b) share data in digital form that has been sent or created by the consumer or other users of this service,
  - c) engage in other forms of interaction using digital data;
15. **Compatibility** - interaction of digital content, digital service, or goods with computer hardware or software that are usually used to use digital content, digital service, or goods of the same type, without any need to transform them;
16. **Price** - the value expressed in monetary units that a consumer is obliged to pay to the entrepreneur for digital content, digital service, or goods, and in relation to digital content or digital service - also a digital representation of the value. The price constitutes the sum of the cost of Services provided by NETGO and the purchase price of the selected vignette.

## **§ 2. Conclusion and Performance of the Agreement**

1. By utilizing the NETGO Portal, the User enters into an Agreement with NETGO concerning the provision of Services by NETGO. Under the Agreement, NETGO commits to providing advisory and technical support services to the User in the process of acquiring a vignette, encompassing tasks related to submitting an application to the relevant authority for registering the vehicle specified by the User in the electronic toll collection system appropriate for particular countries. Specifically, NETGO pledges to furnish the User with IT and programming tools facilitating the acquisition of the vignette. The User procures the vignette at the designated authority empowered to issue it, personally and on their own behalf, utilizing the IT tools provided by NETGO, while any actions undertaken by NETGO on behalf of the User are executed in the User's name and interest. NETGO does not provide services for reselling digital vignettes. Should NETGO's intervention on behalf of the User necessitate the granting of authorization, the User declares that, upon entering into this Agreement, they grant NETGO the authority to act on their behalf and for their benefit with the aim of acquiring the appropriate digital vignette. In consideration for NETGO's provision of Services, the User undertakes to remunerate NETGO at the rate specified in the Price List outlined as Annex 2 to the Regulations.
2. The User enters into the Agreement by completing the registration form on the service's website and making payment of the remuneration to NETGO. It is considered that the remuneration has been paid when the money transfer is credited to the NETGO bank account. The User makes payment by traditional bank transfer, credit card, or through electronic payment services. Detailed rules for using electronic payment services are described in the terms of payment services specified by individual service providers in Annex 3 to the Regulations. If online payment is selected, the User is automatically redirected to the appropriate external payment service provider.
3. When completing the registration form, the User is obligated to provide all the data required in the form. The provided data should be true, current, and correct. After entering into the Agreement, to verify the User's data, NETGO may contact the User at the telephone number provided by the User.
4. Upon conclusion of the Agreement, NETGO sends confirmation of the Agreement along with its terms specification to the User's email address.
5. NETGO reserves the right to request the User to supplement personal data, provide additional data, or submit relevant documents, if such requests are made to NETGO by the appropriate authority authorized to issue a digital vignette.

6. Registration of a vehicle in the toll collection system entitles the holder to use roads of a specific type at a specified time, in accordance with the relevant internal regulations existing in the country to which the User applies for registration.
7. When entering into an Agreement for the provision of a digital vignette registration service with NETGO, the User declares that:
  - a) the data provided in the form are complete, true, current, and free of errors, as well as other typographical mistakes; in particular, the User undertakes to correctly provide the vehicle registration number and the country in which the vehicle is registered;
  - b) the User has the right to use the provided data, and providing the data by the User does not infringe upon the rights of third parties;
  - c) the User is familiar with the Price and the amount of remuneration due to NETGO and accepts it;
  - d) the User is aware that providing false, incorrect, or outdated data results in the impossibility of issuing a digital vignette or the inability to use a vignette issued based on faulty data;
  - e) the User has read the Regulations and consents to the content of all the provisions;
  - f) the User has voluntarily entered into an Agreement with NETGO by using NETGO Portal;
  - g) the User is aware of the rules governing the use of the vignette (rules of vehicle registration in the electronic toll collection system), as well as the associated rights; in particular, the User is aware of the content of the generally applicable regulations in the country of vehicle registration in the electronic toll collection system and the consequences of violating the aforementioned regulations;
  - h) the User is the owner of the vehicle for which the application for registration in the electronic toll collection system is submitted or has been authorized by the owner to submit such an application;
  - i) declares that the vehicle for which registration in the electronic toll collection system is applied is a single-track or a four-wheeled vehicle with a maximum permissible weight not exceeding 3.5 tons,
  - j) declares that they have familiarized themselves with the regulations established by the competent authority responsible for issuing the digital vignette, regarding the rules of issuing vignettes, and fully accepts it. The full text of the regulations has been provided under the links listed in Annex No. 4 to this Regulation.
8. Acceptance of the Regulations by the User signifies that the User has acquainted themselves with the terms of using the Service.
9. Conclusion of the Agreement with NETGO by the User is tantamount to granting NETGO the proxy by the User to represent the User before the competent authority to register a vehicle in the electronic toll collection system, to submit an application for registration, pay the registration fee, collect the registration confirmation, and perform other necessary actions in the procedure of vehicle registration in the electronic toll collection system, to the extent necessary for the performance of the Agreement.
10. User's withdrawal from the Agreement is equivalent to revoking the proxy granted to NETGO to represent the User before the competent authority to register a vehicle in the electronic toll collection system.

11. NETGO transfers the User's personal data, to the extent necessary for the performance of the Agreement, to the competent authority for registering the vehicle in the electronic toll collection system along with the registration application.
12. Immediately upon receiving confirmation of vehicle registration in the electronic toll collection system, NETGO sends the confirmation to the User via email to the address provided by the User in the registration form.
13. By concluding the Agreement, the User specifies on the service website the period for which the vehicle is to be registered in the electronic toll collection system and the commencement date of vehicle registration in the system.
14. Detailed information regarding vehicle registration periods in the electronic toll collection system, categories and types of roads requiring a digital vignette in a given country, as well as information about the NETGO remuneration, is presented comprehensively on the service website.
15. In the event of a User's request to change the registration number of the vehicle registered in the electronic toll collection system, the changes will be made in accordance with the relevant regulations applicable in the respective country and in accordance with the regulations established by the appropriate authority authorized to issue digital vignettes, regarding the rules of issuing vignettes.
16. Using the website, as well as the digital content and services provided through it, requires the User to have a device with internet access and an up-to-date web browser. Additionally, the User should have a registered email address and software that allows opening files.

### **§ 3. NETGO Responsibility**

1. NETGO, ensuring the correctness and continuity of the NETGO Portal operation, conducts continuous technical supervision over its functioning.
2. NETGO is responsible for the operation of the NETGO Portal and its content.
3. NETGO shall not be liable, among others, for:
  - a) consequences of the User providing in the registration form data inconsistent with the actual state, outdated, or incomplete; moreover, the Service Provider is not liable for the consequences related to the lack of data update or improvement, especially providing an incorrect or invalid vehicle registration number related to the application;
  - b) damages resulting from the User's violation of the rights of third parties, which result from the use of the Service,
  - c) damages caused by disruptions, interruptions, or unavailability of the Service caused by force majeure,
  - d) damages caused or resulting from non-compliance with the Regulations,
  - e) damages resulting from the defectiveness or incompatibility of the device used by the User, to the extent that the User has been informed about the technical conditions of access to the website or the content available through it,
  - f) consequences resulting from the decision of the office competent to register the vehicle, for which NETGO cannot be blamed for the content of this decision.
4. NETGO indicates that the date of performance of the Agreement, and in particular the delivery of the virtual vignette to the User, depends on the decision of the office competent to register

the vehicle in the electronic toll collection system, for which NETGO is not liable, and therefore to the extent that NETGO cannot be blamed for the delay in its issuance.

5. NETGO's exemption from liability for damages specified in the Regulations occurs within the scope and in accordance with the provisions of the Act dated April 23, 1964, the Civil Code (Journal of Laws of 2018, item 1025, as amended) and the provisions of Chapter 3 of the Act of July 18, 2002, on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, as amended).
6. NETGO provides the User with digital content or a digital service immediately after the conclusion of the contract, unless the Parties have agreed otherwise.
7. Digital content is considered delivered when the digital content or means enabling access to the digital content or downloading the digital content has been made available to the User or a physical or virtual device chosen by the User for this purpose, or when the User or such device has accessed it.
8. A digital service is considered delivered when the User or a physical or virtual device chosen by the User for this purpose has accessed it.
9. The User may withdraw from the contract without requesting the delivery of digital content or a digital service if:
  - a) NETGO's statement or circumstances clearly indicate that digital content or a digital service will not be delivered, or
  - b) the User and NETGO have agreed or it is clearly indicated by the circumstances of the conclusion of the contract that the specified delivery date of digital content or a digital service was significant to the User, and NETGO did not deliver them within the specified timeframe.
10. NETGO is liable for the lack of conformity of digital content or a digital service with the contract delivered at once or in parts, which existed at the time of delivery and became apparent within two years from that time. It is presumed that the lack of conformity of digital content or a digital service with the contract, which becomes apparent within one year from the delivery of digital content or a digital service, existed at the time of delivery.
11. The presumptions specified in point 10 do not apply if:
  - a) the User's digital environment is not compatible with the technical requirements of which the User has been informed by NETGO in a clear and understandable manner before the conclusion of the contract;
  - b) the User, who, before concluding the contract, has been informed in a clear and understandable manner about the obligation to cooperate with NETGO to a reasonable extent and using the least burdensome technical means for the User, in order to determine whether the lack of conformity of digital content or a digital service with the contract in due time results from the characteristics of the User's digital environment, does not fulfill this obligation.

#### **§ 4. Information clause – protection of personal data**

To comply with the obligations arising from the Regulation (EU) 2016/679 of the European Parliament and the Council of 27<sup>th</sup> April 2016 on protection of natural persons in relation to the processing of personal data and on free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation) hereinafter referred to as GDPR, NETGO spółka z ograniczoną odpowiedzialnością (LLC LP) with its registered office in Katowice, ul. Graniczna 29, 40-017, Katowice, NIP: 9542755521, REGON: 361571148, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000559238 (hereinafter referred to as NETGO), informs about the processing

of the User's personal data and the rights the client is entitled to. The following rules are applicable as of May 25th, 2018.

#### **I. The controller of the personal data**

NETGO spółka z ograniczoną odpowiedzialnością (LLC LP) with its registered office in Katowice, ul. Graniczna 29, 40-017, Katowice, NIP: 954275521, REGON: 361571148, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000559238 is the controller of the personal data.

E-mail address: support@vignetteexpress.com

#### **II. Data protection officer**

The data protection officer at NETGO can be contacted by email sent to the address: support@vignetteoesterreich.eu

#### **III. Purpose and legal basis of the data processing**

NETGO processes personal data for the purpose of executing a contract to which the person whose data are processed is a party, or to take actions at the request of the data subject before concluding the contract (Article 6 par. 1 letter b of the GDPR).

In particular situations, NETGO may process personal data due to the need to comply with legal obligations to which NETGO is subject (Article 6 par. 1 letter c of the GDPR), or the processing is necessary to protect the vital interests of the data subject or another natural person (Article 6 par. 1 letter d of the GDPR), or processing is necessary for the purposes of the legitimate interests pursued by NETGO (Article 6 par. 1 letter f of the GDPR), in particular, for the purpose related to:

- a) marketing of products and services of NETGO,
- b) monitoring and improvement of the quality of services provided by NETGO, including monitoring of telephone conversations and meetings, carrying out customer satisfaction surveys of services provided,
- c) if applicable, the conduct of disputable proceedings, as well as proceedings before public authorities and other proceedings, including carrying on enquiry and defence against claims.
- d) improving the quality of services, which includes examining traffic on the website.
- e) for statistical purposes and for the purposes of internal marketing analysis, which does not have legal effects on the data subject or similarly does not significantly affect them.

In all other situations, personal data are processed solely on the basis of the consent granted for the purpose specified in its content (Article 6 par. 1 letter a of the GDPR).

#### **IV. Recipients of the data**

NETGO discloses or may disclose personal data to the following recipients or categories of recipients, in particular to:

- a) public authorities and relevant state offices, competent to process applications and to register the vehicle in the electronic toll collection system;
- b) entities that participate in the processes necessary to perform contracts concluded with clients, including banks, credit card operators, electronic and online payment agents,
- c) entities which support NETGO in business processes, including in particular entities processing personal data for NETGO (so-called data processors), inter alia:
  - hosting companies,
  - legal services and accounting services,
  - companies and external entities carrying out processes which are a part of the activities necessary to conclude the contract with the client.

#### **V. Time of data processing**

The User's personal data, including data provided on the basis of consent, are processed by NETGO for the time necessary to achieve the objectives indicated in point III, that is, until the contract is concluded. After that period, NETGO may process the User's data for a period of time and to the extent specified by law or for the pursuit of the legitimate interest of the data controller as in point. 3, however, no longer than 6 years since their collection. Insensitive data processed on the basis of separate consent shall be kept until the consent is withdrawn.

#### **VI. The rights of the data subjects**

NETGO guarantees all Users exercising the data subject rights granted by the GDPR, including in particular:

1. the right to access the personal data;
2. the right to request correction of the personal data which are incorrect and the right to request supplementing of the incomplete personal data,
3. the right to request erasure of the personal data ("the right to be forgotten"), when:
  - a) the personal data are no longer necessary for the purposes for which they have been collected or otherwise processed;
  - b) the data subject has withdrawn the consent on which the processing is based and there is no other legal ground for their processing;
  - c) the data subject objects to the processing;
  - d) the personal data have been unlawfully processed;
  - e) the personal data have to be erased for compliance with a legal obligation provided by law;
  - f) the personal data have been collected in relation to providing the offer of information society services.
4. the right to request restriction of processing of the personal data when:
  - a) the data subject challenges correctness of the personal data;
  - b) the processing is unlawful and the data subject opposes to erasure of the personal data, requesting to limit their use instead;
  - c) the controller no longer needs the personal data for processing but it is necessary for the data subject to establish an enquiry or defend their claims;
  - d) the data subject has objected to the processing – pending determination of whether the legitimate grounds on the part of the controller take precedence over the grounds of objection.
5. the right to transfer personal data if:
  - a) the processing takes place on the basis of consent or on the basis of a contract, and
  - b) the processing is automated.
6. the right to object to the processing of the personal data, if there are reasons related to the User's special situation and the processing results from indispensability for the purposes resulting from legally justified interests pursued by the controller.

#### **VII. Withdrawal of consent to data processing**

To the extent of the User's consent to processing of their personal data, the client is entitled to withdraw the consent at any time. The withdrawal takes place without affecting the legality of the processing which was carried out on the basis of the consent prior to its withdrawal.

#### **VIII. The right to lodge a complaint with the supervisory authority**

In any situation, when the client considers that NETGO processes personal data contrary to the provisions of the GDPR, the client has the right to lodge a complaint with the appropriate supervisory authority.

#### **IX. Transfer of personal data to countries outside the European Economic Area**

NETGO may transfer personal data to international organizations and countries outside the European Economic Area for which the Commission has not found an adequate level of protection of personal data, in particular to the USA. The transfer of data takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market. The User has the right to obtain a copy of the data transferred by NETGO.

#### **X. Obligation to provide personal data**

Providing personal data is entirely voluntary. Providing data is a condition for concluding a contract with NETGO or it is necessary to achieve the objectives arising from the legitimate interests of NETGO. Failure to provide all the data will prevent conclusion and execution of the indicated contract.

#### **XI. Profiling**

Personal data of the User are not the subject to profiling.

### **§ 5. Cookie policy**

1. This policy defines the rules for storing information and accessing information already stored (cookies and other technologies including local storage) by NETGO spółka z ograniczoną odpowiedzialnością (LLC LP) with its registered office in Katowice, ul. Graniczna 29, 40-017, Katowice, NIP: 9542755521, REGON: 361571148, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000559238 in the telecommunication device of the end user (computer, smartphone, tablet) of the website and its sub-pages.
2. Cookies are small text files created by a web server, stored on the user's end device. Cookies, specifically the information stored in them, are read primarily by the server that created them. The purpose of saving cookies is to store the website user's data in the browser – saving the user's information, including the frequency of the user's visits to the website. Local storage files are used to facilitate the use of registration forms on the website because they save the data entered into the registration forms. Local storage files may store personal data. The data can be accessed only by the service which generated cookies or the local storage files. The most important cookies are:
  - a) Native cookie for PHP applications – this cookie is used to collect and recognize a unique user session ID in order to manage the user's session on the website. The cookie is deleted when the user closes all the browser windows.
  - b) Cookie used to collect the user's language preferences in order to display content in that collected language during the user's future visits to the website.
  - c) Cookies installed by Google Analytics:
    - The cookie is used to calculate data such as: visitors, sessions, campaign and to track site usage for the site analytics report. The information stored by the cookie is anonymous as the cookie assigns a randomly generated number to identify each visitor.
    - The cookie is used to collect information about how visitors use the website. The cookie is required to compile an analytical report on the website's performance. The data includes the number of visitors, where they come from, the website pages visited in an anonymous form



- d) Cookies installed by Google Universal Analytics to reduce the number of requests to limit data storage on high traffic websites.
  - e) Cookie installed by Yadex Metrica – this cookie is used to calculate data such as: visitors, sessions, campaign and to track site usage in the website analytics report. The information stored by the cookie is anonymous as the cookie assigns a randomly generated number to identify each visit.
3. NETGO uses cookies and other technologies for statistical purposes to calculate the number of visits of users per page and to optimally match the content of the website to users' preferences and easier usage of the website by users.
  4. NETGO website uses session cookies that are deleted immediately after leaving the website or its sub-pages by the user, as well as persistent cookies, which are stored on the user's end device, and which are not automatically removed after the end of the session. Local storage files are generally not automatically deleted and they are saved in the user's browser memory.
  5. A user who does not want cookies and files from other technologies to be stored in the browser's memory should:
    - a) clear the browser's memory,
    - b) disable, in the browser settings, the option of saving cookies and files from other technologies, or specify the time after which cookies are automatically removed from the browser's memory. Preventing the saving of cookies completely may significantly impede use of some websites.

#### **§ 6. Withdrawal from the Agreement**

1. The user, being a consumer, who has concluded an Agreement with the NETGO may withdraw from it within 14 days without giving any reason and without incurring costs.
2. If the User withdraws from the Agreement, it is considered void.
3. If the User made a statement on withdrawal from the Agreement before NETGO accepted the User's offer, the offer ceases to be binding.
4. The period of withdrawal from the Agreement starts from the date of executing the Agreement, and in other cases from the date of conclusion of the Agreement.
5. The User may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to NETGO. The statement may be submitted on the form, a template of which is included in Annex No. 1 to the Regulations, but it is not mandatory.
6. To meet the deadline of withdrawal, it is enough to send a statement before the expiry date of the period by post to the address of the NETGO office or by e-mail to the address [support@vignetteexpress.com](mailto:support@vignetteexpress.com).
7. NETGO confirms the User receiving the withdrawal from the Agreement by an e-mail.
8. NETGO shall immediately, but not later than within 14 days from the date of receiving the statement sent by the User – consumer on withdrawal from the Agreement, return the User all payments made by them.
9. NETGO returns the payment using the same method of payment as the one used by the User, unless the User has explicitly agreed to a different method of return, which does not involve any costs for them including the costs of delivery. NETGO may withhold the reimbursement of payments received from the consumer until the returned goods are received or until the User provides proof of their return, depending on which event occurs first.

10. The provisions of the Regulations regarding the consumer apply to a natural person concluding a contract directly related to their business activity, when the content of this contract shows that it does not have a professional character for that person, resulting in particular from the subject of their business activity, made available on the basis of provisions on the Central Register and Information on Business.

11. If the consumer exercises the right to withdraw from the contract after the consumer requests the performance of the service, the provision of which is to begin before the expiry of the deadline for withdrawing from the distance contract, the consumer is obliged to pay for the services provided until the withdrawal from the contract. The amount of payment is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract.

12. In the case of withdrawal from the contract for the supply of the digital content or the digital service, the User is obliged to stop using this digital content or the digital service and making it available to third parties.

13. In the case of withdrawal from the contract, NETGO may prevent the User from further using the digital content or digital service, in particular by preventing them from accessing the digital content or the digital service or blocking the User's account in this scope.

14. The right to withdraw from the contract is not entitled to the User in relation to the contracts:

a) for provision of services for which the User is obliged to pay the price, if the entrepreneur has fully performed the service with the clear and prior consent of the User, who was informed before the commencement of the service that after the performance of the service by NETGO they would lose the right to withdraw from the contract, and the information was acknowledged;

b) for the delivery of digital content not delivered on a tangible carrier, for which the User is obliged to pay the price, if the entrepreneur commenced the service with the clear and prior consent of the User, who was informed before the start of the service that after the performance of the service by the entrepreneur they would lose the right to withdraw from the contract, and acknowledged it, and the entrepreneur provided the User with a confirmation.

## **§ 7. Invoices**

1. At the User's request, NETGO issues an invoice in connection with the performance of the Agreement and sends it to the e-mail address indicated by the User.

2. The User declares to agree to issuing an electronic invoice by NETGO in accordance with art. 106n par. 1 of the Act of 11<sup>th</sup> March 2004 on Value Added Tax (Journal of Laws of 2017, position 1221, with further amendments).

3. Upon the User's request, NETGO sends them an invoice issued by the appropriate authority authorized to issue digital vignettes.

## **§ 8. Insurance**

1. The NETGO Portal offers the User the opportunity to enter into an insurance agreement with the Insurer, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., located at ul. Siedmiogrodzka 9, 01-204 Warsaw, registered in the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000042793, share capital of 44,850,000.00 PLN, NIP (Tax Identification Number) 5832758112, Regon (National Business Registry Number) 192566592.

2. The contents of the insurance policy and its terms have been thoroughly described in the insurer's documentation available on the NETGO Portal. The condition for entering into an

insurance agreement with the Insurer is the acceptance of the General Insurance Terms and possibly other documents required by the Insurer.

3. The price of the insurance selected by the User is provided on the NETGO Portal after the User completes its full configuration. The insurance price is influenced by the product price, duration of insurance coverage, and the type of selected insurance package.

### **§ 9. Changes to the Regulations**

1. NETGO has the right to amend the Regulations in the following cases: a) Changes in universally applicable legal provisions affecting the content of the Regulations, b) Introduction of new Services available through the NETGO Portal, c) Limitation of the scope, type, or manner of using Services or other functionalities, d) Necessity to improve the operation of the NETGO Portal, e) Necessity to protect the NETGO Portal or Users against abuses.
2. NETGO informs Users about the introduced changes by presenting information about them on the NETGO Portal, publishing the updated text of the Regulations, and sending messages about changes in the Regulations to Users' email addresses. Changes to the Regulations take effect no earlier than 14 days from the date of publishing information about them on the NETGO Portal along with the updated text of the Regulations. NETGO has the right to change the Regulations in a shorter period than the 14-day period if the need for change arises from legal reasons or urgent and essential technical reasons.
3. In case of non-acceptance of changes in the Regulations, the User is obliged to promptly inform NETGO, which will be tantamount to termination of the Agreement by the User with immediate effect.
4. The provisions regarding changes to the Regulations apply accordingly to changes in the Price List, with the reservation that the remuneration due to NETGO at the time of conclusion of the Agreement remains unchanged.

### **§ 10. Complaints**

1. The User may submit complaints regarding services provided by NETGO under the Agreement by:
  - a) Sending a letter to the address: NETGO limited liability company with its registered office in Katowice, ul. Graniczna 29, 40-017, Katowice,
  - b) Sending an email to the address - support@vignetteexpress.com
2. NETGO will consider the complaint within 14 days of its receipt and will send a response to the email address or mailing address provided by the complainant. NETGO reserves the right to send a request to the person lodging the complaint to clarify the relevant circumstances concerning the complaint. In the case of entities that are not consumers, the deadline for responding to the complaint is 30 days.
3. The provisions regarding complaints apply to complaints submitted by users of the NETGO Portal, including Users, and entities that have reported unauthorized content and are the subject of decisions regarding the blocking or suspension of content in the Service.

### **§ 11. Final Provisions**

1. The NETGO Portal along with its components, including graphic files, multimedia, text files, source code of programs, are subject to the exclusive rights of NETGO. Without the consent of

NETGO, copying, reproduction, or use of the components of the website in a manner inconsistent with its purpose or intent is prohibited.

2. When using the NETGO Portal, Users and guests are prohibited from using software that may harm or potentially harm NETGO or Users, or violate their rights. In particular, it is prohibited to use worms, spyware, viruses, etc.
3. Polish law governs relations arising from the Agreement. Disputes arising from the Agreement are subject to the jurisdiction of Polish common courts. The choice of Polish law does not exclude the protection granted to Users by mandatory provisions in the country where the User has their habitual residence.
4. Consumers may seek out-of-court resolution of disputes with NETGO before the Permanent Consumer Mediation Court at the Provincial Inspectorate of Trade Inspection in Katowice.
5. Consumer disputes regarding services provided online within the European Union may also be resolved through the ODR platform available at <https://ec.europa.eu/consumers/odr>.
6. The User may obtain free assistance in resolving a dispute with NETGO, also using the gratuitous help of the powiat (municipal) consumer ombudsman or a social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers - Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich). Necessary information on the method of settling disputes can be found on the website <http://www.uokik.gov.pl>, under the tab "Settlement of consumer disputes".
7. In matters not regulated by the Regulations, the provisions of the Act of 30 May 2014 on consumer rights (consolidated text: Journal of Laws of 2023, item 2759, as amended), the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, as amended), and the Civil Code of 23 April 1964 (Journal of Laws of 2018, item 1025, as amended) shall apply. The application of the Regulations does not prejudice the rights of consumers to exercise their rights under the aforementioned laws.
8. Annexes to the Regulations include the following documents:
  - a) Annex No. 1 - Declaration of Withdrawal from the Agreement;
  - b) Annex No. 2 - Price List;
  - c) Annex No. 3 - Terms of provision of payment services determined by individual service providers;
  - d) Annex No. 4 - Link to the regulations established by the relevant authority authorized to issue digital vignettes, regarding the rules for issuing vignettes.

#### **Annex No. 1 – Declaration of Withdrawal from the Agreement**

(this form should be filled in and returned only if you wish to withdraw from the agreement)

.....

*(date)*

.....

*(Name and Surname of the User)*

.....  
(Address of the User)

**NETGO SP Z O.O.**  
**ul. Graniczna 29**  
**40-017 Katowice**  
**Poland**

Date of conclusion of the contract .....

### **Statement of withdrawal**

I hereby inform about my withdrawal from the Agreement concluded with NETGO sp. z o.o. regarding the user support service provided by NETGO in users' registration for a virtual vignette.

.....  
(Signature of the User (only if the form is sent in a paper version))

### **Attachment No. 2 - Price List**

Distributor's PRICES

Czech Republic

- vehicle up to 3.5t for 10 days - 270 CZK
- vehicle up to 3.5t for 30 days - 430 CZK
- vehicle up to 3.5t for 365 days - 2300 CZK
- vehicle up to 3.5t for 10 days - 130 CZK (natural gas, biomethane)
- vehicle up to 3.5t for 30 days - 210 CZK (natural gas, biomethane)
- vehicle up to 3.5t for 365 days - 1,150 CZK (natural gas, biomethane)

Austria

- vehicle up to 3.5t for 10 days - 11.50 EUR
- vehicle up to 3.5t for 2 months - 29.80 EUR
- vehicle up to 3.5t for 1 year - 96.40 EUR
- motorcycle for 10 days - 4.60 EUR
- motorcycle for 2 months - 11.50 EUR
- motorcycle for 1 year - 38.50 EUR
- A13 Brenner 1 passage - 11.00 EUR

- A13 Brenner 2 passages - 22.00 EUR
- A13 Brenner Multiple Pass Card valid for 1 year - 66.00 EUR
- A10 Tauern Autobahn 1 passage - 13.50 EUR
- A10 Tauern Autobahn 2 passages - 27.00 EUR
- A10 Tauern Autobahn Multiple Pass Card valid for 1 year - 81.00 EUR
- S16 Arlberg Schnellstrasse 1 passage - 11.50 EUR
- S16 Arlberg Schnellstrasse 2 passages - 23.00 EUR
- S16 Arlberg Schnellstrasse Multiple Pass Card valid for 1 year - 69.00 EUR
- A11 Karawanken Autobahn Southbound 1 passage - 8.20 EUR
- A9 Pyhrn Autobahn Gleinalm 1 passage - 11.50 EUR
- A9 Pyhrn Autobahn Gleinalm 2 passages - 23.00 EUR
- A9 Pyhrn Autobahn Borsuck 1 passage - 11.50 EUR
- A9 Pyhrn Autobahn Borsuck 2 passages - 23.00 EUR
- A9 Pyhrn Autobahn Borsuck and Gleinalm Multiple Pass Card valid for 1 year - 71.50 EUR

#### Slovakia

- vehicle up to 3.5t for 10 days - 12.00 EUR
- vehicle up to 3.5t for 30 days - 17.00 EUR
- vehicle up to 3.5t for 365 days - 60.00 EUR

#### Switzerland

- vehicle up to 3.5t for 1 year - 40 CHF
- trailer for vehicle up to 3.5t for 1 year - 40 CHF

#### Bulgaria

- vehicle up to 3.5t for 7 days - 13.00 BGN
- vehicle up to 3.5t for 1 month - 27.00 BGN
- vehicle up to 3.5t for 3 months - 48.00 BGN
- vehicle up to 3.5t for 365 days - 87.00 BGN

#### Slovenia

- cat. 1 for 7 days - 8.00 EUR
- cat. 1 for 6 months - 32.00 EUR
- cat. 1 for 1 year - 58.70 EUR
- cat. 2A for 7 days - 16.00 EUR
- cat. 2A for 1 month - 32.00 EUR
- cat. 2A for 1 year - 117.50 EUR
- cat. 2B for 7 days - 32.00 EUR
- cat. 2B for 1 month - 64.10 EUR
- cat. 2B for 1 year - 235.00 EUR

#### Commission

#### Czech Republic

- vehicle up to 3.5t for 10 days - 14.30 EUR

- vehicle up to 3.5t for 30 days - 12.80 EUR
- vehicle up to 3.5t for 365 days - 23.40 EUR
- vehicle up to 3.5t for 10 days - 6.50 EUR (natural gas, biomethane)
- vehicle up to 3.5t for 30 days - 5.30 EUR (natural gas, biomethane)
- vehicle up to 3.5t for 365 days - 5.40 EUR (natural gas, biomethane)

#### Austria

- vehicle up to 3.5t for 10 days - 11.30 EUR
- vehicle up to 3.5t for 2 months - 19.20 EUR
- vehicle up to 3.5t for 1 year - 32.60 EUR
- motorcycle for 10 days - 11.00 EUR
- motorcycle for 2 months - 28.00 EUR
- motorcycle for 1 year - 30.00 EUR
- A13 Brenner 1 passage - 5.00 EUR
- A13 Brenner 2 passages - 10.00 EUR
- A13 Brenner Multiple Pass Card valid for 1 year - 30.00 EUR
- A10 Tauern Autobahn 1 passage - 5.00 EUR
- A10 Tauern Autobahn 2 passages - 10.00 EUR
- S16 Arlberg Schnellstrasse 1 passage - 5.00 EUR
- S16 Arlberg Schnellstrasse 2 passages - 10.00 EUR
- S16 Arlberg Schnellstrasse Multiple Pass Card valid for 1 year - 30.00 EUR
- A11 Karawanken Autobahn Southbound 1 passage - 5.00 EUR
- A9 Pyhrn Autobahn Gleinalm 1 passage - 5.00 EUR
- A9 Pyhrn Autobahn Gleinalm 2 passages - 10.00 EUR
- A9 Pyhrn Autobahn Borsuck 1 passage - 5.00 EUR
- A9 Pyhrn Autobahn Borsuck 2 passages - 10.00 EUR

#### Slovakia

- vehicle up to 3.5t for 10 days - 10.00 EUR
- vehicle up to 3.5t for 30 days - 10.00 EUR
- vehicle up to 3.5t for 365 days - 25.00 EUR

#### Switzerland

- vehicle up to 3.5t for 1 year - 27 EUR
- trailer for vehicle up to 3.5t for 1 year - 27 EUR
- motorcycle - 27 EUR

#### Bulgaria

- vehicle up to 3.5t for 7 days - 9.30 EUR
- vehicle up to 3.5t for 1 month - 10.20 EUR
- vehicle up to 3.5t for 3 months - 11.40 EUR
- vehicle up to 3.5t for 365 days - 16.50 EUR

#### Slovenia

- category 1 for 7 days - 12.00 EUR
- category 1 for 6 months - 20.00 EUR
- category 1 for 1 year - 26.30 EUR

- category 2A for 7 days - 11.00 EUR
- category 2A for 1 month - 17.00 EUR
- category 2A for 1 year - 17.50 EUR
- category 2B for 7 days - 18.00 EUR
- category 2B for 1 month - 20.90 EUR
- category 2B for 1 year - 40.00 EUR

### **Annex No. 3 – Terms of provision of payment services determined by individual service providers;**

Regulations of payment are approachable at:

1. PayU - [https://www.payu.pl/sites/pl\\_payu/files/downloads/Single%20Transactions%20T&C\\_220518\\_eng.pdf?20190124103252](https://www.payu.pl/sites/pl_payu/files/downloads/Single%20Transactions%20T&C_220518_eng.pdf?20190124103252)
2. Klarna - <https://www.klarna.com/uk/terms-and-conditions/>
3. Ingenico - <https://www.ingenico.com/legal/ifs>
4. Paypal - <https://www.paypal.com/au/webapps/mpp/ua/paypalhereterms-full>
5. STRIPE - <https://stripe.com/en-pl/privacy>

### **Annex No. 4 - Link to the regulations established by the relevant authority authorized to issue digital vignettes, regarding the rules for issuing vignettes.**

1. Czech Republic  
[https://edalnice.cz/wp-content/uploads/EN\\_Payment\\_conditions.pdf](https://edalnice.cz/wp-content/uploads/EN_Payment_conditions.pdf)
2. Austria  
<https://shop.asfinag.at/en/info-pages/general-conditions-of-use/>
3. Slovakia  
<https://eznamka.sk/pl/evignettes/legislation>
4. Switzerland  
<https://www.admin.ch/gov/en/start/terms-and-conditions.html>
5. Bulgaria  
<https://www.bgtoll.bg/en/about-us/general-terms>
6. Slovenia  
<https://evinjeta.dars.si/selfcare/api/document/download-general-terms-and-conditions?language=en>