

General Terms and Conditions: [Tollwayr.com](https://www.tollwayr.com)

I Definitions:

Article 1 - Definitions

In the Introduction below, describing the main features of the service and the General Terms and Conditions, the following defined terms are used:

1. **General Terms and Conditions:** our general terms and conditions.
2. **User:** Vignette & Peage Application Service B.V., the entrepreneur who uses these General Terms and Conditions within the framework of the conclusion and execution of this Agreement with a Customer.
3. **Customer:** the person who concludes or has concluded an Agreement with the User.
4. **Consumer(s):** any natural person(s) trading for purposes outside his/her business or professional activity(ies).
5. **Service:** one or more of the services offered on the User's Website (Tollwayr.com), whereby we act for you as a direct representative when purchasing a Vignette.
6. **Service Charge:** the amount owed by the Customer to the User (including VAT) for a Service to be provided by the User, for a Service on behalf of the Customer.
7. **Agreement:** the agreement of mandate (Art. 7:414 ff. Dutch Civil Code) at a distance, whereby the Customer gives charge and power of attorney to the User to acquire a digital vignette from Asfinag in the name of and for the account of the Customer and to deliver it (or have it delivered) digitally to the Customer.
8. **Asfinag:** this is the registered designation in everyday speech for the Austrian Autobahnen-und Schnellstrassen-Finanzierungs-Aktiengesellschaft, Asfinag, which is in charge of, inter alia, levying and collecting tolls for the use of certain roads in Austria. Hereinafter also referred to as "Toll Charging Authority".
9. **Vignette:** this is the designation for a means of proof issued either digitally ("Digital Vignette") or as a sticker ("Sticker Vignette") by the Toll Charging Authority to serve as proof of payment of toll for a particular registered vehicle for a specified period of time for that individualised vehicle.
10. **Reflection Period:** the statutory period within which the Customer who is a Consumer can exercise his/her right of withdrawal.
11. **Revocation:** the written exercise by the Customer who is a Consumer of the legal right, within the Reflection Period, to withdraw from a distance contract. The model withdrawal form is included as Annex I to the General Terms and Conditions.
12. **Day:** calendar day.
13. **Privacy Statement:** the privacy statement—as referred to in the General Data Protection Regulation—of the User (Tollwayr.com), published on the User's Website;

II Introduction:

Nature of Service for Austrian Vignettes:

1. With the Service offered on our website: www.Tollwayr.com we are targeting the European market and the Consumer or business usually residing or established in the European Union. Should you wish to use our Service while you normally reside, live or have your business established in another country, please use the service of a colleague offering such services in your home market. If you are an Austrian Consumer, we refer you to the Toll Charging Authority of your home country.
2. Through our service, you authorise us—for the acquisition of an Austrian Vignette—to purchase in your name and on your behalf a Vignette of your choice from the Toll Charging Authority. This also means that we may accept on your behalf the terms and conditions applied by Toll Charging Authority. Indeed, we may directly represent you on the basis of the power of attorney and charge given by you for the acquisition of the Vignette of your choice. We ask that you explicitly read the Toll Charging Authority's general terms and conditions and indicate that you have taken note of them. These are also easily available on the Toll Charger's website. A link can also be found on our page referring to the general terms and conditions of different Toll Chargers <https://tollwayr.com/en/terms-third-parties/>.
3. The Vignette you have selected will then be issued to you directly by the Toll Charger in digital form (generally by e-mail) after you have instructed us to do so and made the corresponding payment—in short, after you have completed the entire ordering process.
4. We are entering into a contract of mandate with you through the power of attorney provided by you. We are neither the Toll Charger nor affiliated with it. In fact, you enter into an agreement with us for our service and you also enter, with the help of our Service, directly into an agreement with the Toll Charger for the acquisition of a Vignette (and the corresponding right to use the motorway).
5. For our Service, we charge you a Service Charge. You therefore pay (1) the regular price charged by the Toll Charger. This price can be found on our website and on the Toll Charging Authority's website, and these prices generally include local VAT (UST). In addition, you pay (2) Service Fees for our Service. These Service Fees are described on our website and communicated again within our order process, before you finalise the Agreement with us. The amount of the Service Charge is inclusive of VAT.
6. You pay the price of the Vignette and our Service Charge to us and we guarantee to pay the regular price of the Vignette to the Toll Charging Authority. The economic risk of the transaction lies—as would be the case if you were to purchase a product directly yourself—with you. And, in return, the Toll Charging Authority is responsible to you for the fulfilment of its obligations, the provision to you of the vignette you desire, after the price has been paid by you—through us. We therefore accept no responsibility for the manner or soundness of execution of the relevant agreement by the Toll Charging Authority. It is also important that you provide us with the correct data, so that the Toll Charger can deliver your requested Vignette to the correct (e-mail) address. Should you encounter any problems with the Toll Charger, we are, of course, willing to advise you.

7. The Agreement is fully executed as soon as the relevant desired agreement between you and the Toll Charger has been reached. As a rule, the turnaround time ranges from a few minutes to a few hours.

Two agreements, different rights, and our Reflection Period guarantee for Consumers:

8. As a Consumer, you have legal rights. These rights include our obligation to conduct business in a transparent manner and the obligation to inform you, as a Customer, in such a way that you can make an informed choice. In addition, as a rule, Consumers in distance contracts have the statutory right of withdrawal of 14 days ("Reflection Period").

Your Agreement with us

9. You should be aware that for the Agreement you enter into with us (to purchase the Vignette on your behalf and for your account), the right of withdrawal is excluded, but for the agreement you enter into with the Toll Charging Authority, you can make use of your Reflection Period.

Why is there no right of withdrawal for our services?

We explain.

10. By completing our order process, we conclude a contract directly on your behalf and for your account, and our Service is deemed to have completed the conclusion of the contract between you and the Toll Charger with the order acceptance and execution. We have fulfilled our obligations when the Toll Charging Authority provides you with the Vignette you require in digital form. The turnaround time is almost immediate. The Reflection Period ends when we have fulfilled the Agreement, which is therefore almost instantaneous (generally, a few minutes to a few hours).
11. This means that within the ordering process you will (a) expressly ask us to perform the Service immediately and promptly within the Reflection Period, and that you will (b) also confirm to us that you waive the right of rescission if the Agreement has been fulfilled by us. Therefore, once you have pressed the "order with obligation to pay" button, you cannot then, as a rule, revoke the transaction involving the charge and power of attorney to purchase the Vignette you want on your behalf, as the Agreement completes as soon as the Toll Charging Authority makes the Vignette you want available to you in digital form, which is, as a rule, almost immediately.

There are two exceptions to this:

- (a) if you change your mind and revoke your charge and power of attorney before the Vignette is digitally issued to you by the Toll Charging Authority, we will refund your money—the price of the regular Vignette and the Service Fee. Please note that if this is abused (repeatedly or otherwise), we reserve the right to deny you, as a Customer, further access to our service.
- (b) If you make use of your cooling-off period in relation to the Toll Charger and you revoke your purchase from the Toll Charger in due time and this also leads to a refund of (part of) the price of the Vignette purchased by you by the Toll Charger, we will refund our Service Fee and, to the extent the refund

amount is paid by the Toll Charger to our account, our Service Fee plus this refund amount from the Toll Charger.

- *A condition for a refund is that you fill in the standard online form provided for this purpose and enclose proof (usually an e-mail from the Toll Provider confirming your withdrawal and any refund to you), which shows that you made timely use of your cooling-off period and that this also resulted in the refund of (part of) the price you paid for the Vignette.*

That is our service to you.

12. For both cases (a) and (b), you can use our online form.
13. Refunds will be transferred within 14 days of receipt of the fully completed form. Transfer will be made to the payment method you used in the ordering process.

The agreement with the Toll Charging Authority

14. Importantly, you should understand that part of our Service is that we will accept the Toll Charging Authority's terms and conditions on your behalf. The premise here is that you can and may change your mind.
15. The right of withdrawal hereby applies, in each case, 14 days from the beginning of the day of your purchase. If and insofar as you withdraw from the purchase of a Vignette shorter than the withdrawal period, i.e., if you purchase a 1-day or 10-day Vignette, the principle applies that you will receive a full refund of the regular Vignette price from the Toll Charger if you withdraw from the transaction prior to the chosen Vignette's start date.
16. If you wish to withdraw from the transaction after the chosen effective date but your 10-day Vignette has not yet been partly used, you are, in principle, entitled to a partial refund from the Toll Charger. Please note that for each day consumed, the purchase price of a 1-day Vignette will be deducted from the refundable amount and to the extent that this exercise results in a higher deductible amount (you have consumed a relatively large number of days compared to the remaining time period of the Vignette), no refund from the Toll Charger will be made. If Revocation takes place after the start date and the time limit to use the highways (beginning of the day of the 1-day Vignette or the beginning of the last day of the 10-day Vignette) has expired, no refund will be made by the Toll Charging Authority.
17. Reference is made in particular to Articles 3 and 4 of the General Terms and Conditions of the Toll Charging Authority. The purchase of the route toll Vignette is subject to similar rules as described above. Please refer to Articles 7 et seq. of the General Terms and Conditions of Toll Chargers.
18. You should also be aware that the Toll Charger is acting in accordance with Austrian law, without setting aside the mandatory consumer protection provisions of your home country.
19. The above is a brief explanation, and we are not liable for any omissions in the summary given. After all, we are neither the Toll Charging Authority nor part of it, so you should ascertain for yourself the details of the transaction we enter into on your behalf as your direct representative. We also assume and

may assume that you have read the General Terms and Conditions of the Toll Charger. After all, you authorise us to accept them for you in the ordering process.

III General Terms and Conditions

that apply to the services we provide to you

Article 1 - User details

Vignette & Peage Application Service B.V. trading as: Tollwayr.com
Amersfoortsestraat 29A
3769 AD Soesterberg
The Netherlands
www.Tollwayr.com
Telephone number: 0853033923
Available: 7 days a week from 09:30 a.m. to 5:30 p.m.
E-mail: info@Tollwayr.com

Chamber of Commerce number: 86211749
VAT: NL863896583B01

Article 2 - Applicability

1. These General Terms and Conditions apply to every offer made by the User and to every Agreement concluded between the User and the Client.
2. Before the Agreement is concluded, the introductory text on the main features of our services and of these General Terms and Conditions shall be made available to the Customer in such a way that it can be easily stored by the Customer on a durable data carrier. If this is not reasonably possible, before the remote Agreement is concluded, it will be indicated where the General Terms and Conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the Customer's request.

Article 3 - The Service

1. In the Tollwayr.com website operated by the User, the Customer instructs the User to purchase a Digital Vignette in his/her name and on his/her behalf.
2. The User expressly acts here as an agent between Customer and Toll Charger, so that a contract is concluded between Customer and Toll Charger. The User is expressly not a party to the agreement between Customer and Toll Charger.

3. The Vignette purchased by the Customer is delivered directly to the Customer by the Toll Charger, by the Toll Charger delivering the Vignette digitally to the Customer.
4. For the performance of the Agreement, the User receives a fee. Information on the amount of the Service Fees can be found at <https://Tollwayr.com/en/price-overview/> and prior to the conclusion of the Agreement, the Service Fees to be charged by the User are again made known to the Customer.
5. The agreement we enter into on your behalf is subject to the Terms and Conditions and Privacy Policy of the relevant Toll Charging Authority. You agree that we accept these on your behalf and also that you have read them.

Article 4 - The Customer

1. The Customer declares that he/she is authorised to enter into the agreement and to grant a charge and power of attorney to the User to purchase, in the Customer's name and on the Customer's behalf, the Vignette desired by the latter.
2. The Customer guarantees that the information provided by him/her, including the statement of domicile or habitual residence, is correct.
3. As we focus our services on the Consumer habitually residing or living in the United Kingdom, Slovenia, Denmark, Serbia, The Netherlands, Bulgaria, Romania, Hungary, The Czech Republic, Slovak, Germany, Russia, Croatia, Italy, France and Poland, and we are a Dutch registered company, this means that our services are governed by Dutch law. By using our service, you agree that Dutch law is used on all our terms.

Article 5 - The Assignment Agreement

1. The Contract of Charge (Art. 7:414 ff. Civil Code) comes into effect at the moment of acceptance by the Customer of the offer and fulfilment of the conditions set out therein.
2. If the Client has accepted the offer electronically, the User shall immediately confirm receipt of the acceptance of the offer electronically. If the Agreement is concluded electronically, the User shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. With regard to the electronic payment option offered, the User will observe appropriate security measures.
3. The User shall include the following information, in writing or in such a way that it can be stored by the Customer in an accessible manner on a durable data carrier, at the latest on delivery of the Service to the Customer:
 - A description of the main features of the Service and the mutual rights and obligations;
 - the visiting address of the User's branch office where the Customer can go with questions, requests or complaints;
 - that information to the effect that the Consumer has no right of rescission and the circumstances in which the Consumer waives his/her right of rescission;
 - the information on any guarantees and existing service after delivery of the Service;

- the price, including all taxes of the Service; where applicable, the cost of delivery; and the method of payment, delivery or performance of the Agreement;
- 4. The Agreement is completed or fulfilled once the Toll Charger has made the Vignette available to the Customer by electronic means (usually by e-mail).

Article 6 - Exclusion of the Consumer's right of withdrawal

The right of withdrawal is excluded if the User clearly stated this when making the offer, or at least in good time before concluding the Agreement: And after full performance of the Agreement, but only if:

- performance has begun with the Customer's express prior consent; and
- the Customer has declared to waive his/her right of withdrawal once the User has fully performed the Agreement;

Article 7 - Exception to exclusion of right of withdrawal

The exclusion of the right of withdrawal mentioned in Article 6 has two exceptions, applicable only to the Vignette for Austria:

(a) if you change your mind and revoke your charge and power of attorney before the Vignette is digitally issued to you by the Toll Issuer, we will refund your money, consisting of the price of the regular Vignette and the Service Fee. Please note that if this is abused (whether repeatedly or not), we reserve the right to deny you, as a Customer, further access to our service. Article 9 paragraph 3 of the General Terms and Conditions does not apply.

(b) If you make use of your Reflection Period in relation to the Toll Issuing Authority and you revoke your purchase from the Toll Issuing Authority in a timely manner and this also results in a refund of (any part of) the price of the Vignette purchased by you from the Toll Charging Authority, we will refund to you our Service Fee and, to the extent that the refund amount is paid by the Toll Charging Authority into our account, our Service Fee plus this refund amount from the Toll Charging Authority.

- To be eligible for a refund, you must complete the standard form attached to these Terms and Conditions and enclose proof (usually an e-mail from the Toll Provider confirming your Revocation and any refund to you), showing that you have made timely use of your cooling-off period and that this has also resulted in a refund of (part of) the price you paid for the Vignette.

Article 8 - Right of withdrawal for the Consumer

Insofar as there is no Service to which Articles 6 (exclusion of right of withdrawal) and 7 (exception to exclusion of right of withdrawal) apply:

1. The Customer can dissolve the Agreement within 14 days without giving reasons.
2. The cooling-off period referred to in paragraph 1 starts on the day a service agreement is concluded.

Article 9 - Exercise of the right of withdrawal by the Consumer

1. If the Customer exercises his/her right of withdrawal, he/she shall notify the User within the withdrawal period by means of the model withdrawal form or in another unambiguous manner.
2. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Customer.
3. If the Customer revokes after having first expressly requested that the performance of the Agreement commence during the cooling-off period, the Customer shall owe the User an amount proportionate to that part of the commitment fulfilled by the User at the time of Revocation, compared to the full fulfilment of the commitment.
4. The Customer does not bear any costs for the performance of the Agreement if:
 - the User, did not provide the Customer with the legally required information on the right of withdrawal, the cost reimbursement upon withdrawal or the model withdrawal form, or;
 - the Customer has not expressly requested the commencement of performance of the Agreement during the cooling-off period.

Article 10 - Obligations of the User in the event of withdrawal by the Consumer

1. If the User enables the notification of withdrawal by the Customer by electronic means, it shall send a confirmation of receipt without delay after receiving this notification.

Article 11 - Refund in case of applicability of both Art. 7 (exception to exclusion of right of withdrawal) or Art. 8 and 9 (exercise of right of withdrawal).

1. The User shall reimburse all payments made by the Customer, including any delivery costs, without delay but within 14 days following the day on which the Customer notifies the User of the withdrawal.
2. The User shall use the same means of payment used by the Customer, who is a Consumer, for reimbursement, unless the latter has agreed to another method. The refund is free of charge.

Article 12 - The price

1. The prices mentioned in the offer of a Service include any VAT.
2. On the website, in the order overview and on the invoice, the Service costs for our Service and the regular Vignette price are always clearly and separately indicated, so that you have a clear understanding of the price to be paid and

its composition, including the corresponding types of sales tax, prior to and after the conclusion of the Agreement.

Article 13 - Fulfilment of Agreement

1. The User guarantees that it will purchase the Vignette desired by the Customer in the Customer's name and for the Customer's account as soon as the Customer has completed the ordering procedure in its entirety and has concluded with "pay order" and the Customer has fulfilled his/her payment obligation. The User will pay the original Vignette price to the Toll Charger. This actually concerns the Service to be provided by us. Delivery of the digital Vignette by the Toll Charger to the Customer completes the Agreement.

Article 14 - Refusal and termination

1. The User is authorised at all times, without giving reasons, not to conclude the Agreement with the Client and to refuse a request to contract, without the User being liable for any damage to be incurred as a result.
2. The User is entitled to terminate the Agreement for important reasons, for example, if a circumstance attributable to the Client occurs that makes proper performance of the Agreement impossible—for example, because the Client repeatedly provides incorrect information (necessary for the performance of the Service) and/or performs actions that purport to cause damage to the business operations of the User.

Article 15 - Delivery and execution

1. The User shall take the greatest possible care in the execution of the Agreement. This includes the purchase of the Vignette you want on your behalf and in your name and thus the correct execution in accordance with your instruction and order to that effect, as well as the payment on your behalf to the Toll Charging Authority. The place of delivery is the address which the Customer has made known to the User.
2. The User shall execute the Agreement within the pre-specified period and, failing that, with diligent speed, generally within a few minutes to a few hours.

Article 16 - Payment

1. Unless otherwise provided for in the Agreement, the amounts owed by the Customer must be paid immediately upon entering into the Agreement.
2. The Customer has a duty to immediately report inaccuracies in payment details provided or mentioned to the User.
3. As long as the Customer has not paid for the Service, the User is not obliged to execute the corresponding Agreement intended by the Customer.

Article 17 - Methods of payment

Payment is possible via:

1. iDEAL / Visa / Mastercard / American Express / PayPal / Sofort / Bancontact / Apple Pay / P24 / KBC/CBC Payment Button / Belfius Direct / EPS.

Article 18 - Liability and indemnity

1. The User's liability in connection with the performance of the Agreement is, at all times, limited to the Service fee and regular Vignette price together multiplied by five (5).
Example: if the regular Vignette price is €15 and the Service Fee is €7.50, the maximum liability of the User under the performance of the Agreement or Service is €22.50 times five (5), in this example, which totals €112.50.
2. The User is not liable for damages because the Client provides incorrect data or because the Client fails to provide certain data necessary for the execution of the Agreement.
3. The Customer shall indemnify the User against all claims of third parties as a result of incorrect statements made or information provided by the Customer.
4. The User is not liable for any defective performance of the Agreement with the Toll Charger, by the Toll Charger to the Customer.

Article 19 - Complaints procedure

1. The User shall have a sufficiently publicised complaints procedure and shall handle the complaint in accordance with this complaints procedure.
2. Complaints about the performance of the Agreement must be submitted to the User within a reasonable time after the Customer has found the defects, fully and clearly described.
3. Complaints submitted to the User will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the User will respond within the 14-day period with a notice of receipt and an indication of when the Customer can expect a more detailed answer.
4. In any case, the Customer must give the User four (4) weeks to resolve the complaint by mutual agreement.

Article 20 - Disputes

The agreements between the User and Client to which these terms and conditions apply are subject to Dutch law. This choice of law does not restrict the Client, who is a Consumer, in his/her mandatory rights of his/her home country.

Short description of ordering process

ANNEX 1: Model withdrawal form

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- - To: [name of entrepreneur]

[geographic address entrepreneur]

[fax number entrepreneur, if available]

[e-mail address or electronic address of entrepreneur]

- - I/We* hereby inform/share* you, that I/We* our agreement regarding the sale of the following products: [product designation]*

the supply of the following digital content: [digital content designation]*

the provision of the following service: [service designation]*,
revoked/revoked*

- - Ordered on*/received on* [date ordered at services or received at products]

- [Consumer name(s)]

- [Address Consumer(s)]

- - [Signature of Consumer(s)] (only when this form is submitted on paper submitted)

* Delete what does not apply or fill in what is applicable.