

GENERAL TERMS AND CONDITIONS

for arranging the purchase of a Slovak electronic motorway vignette

1. Introductory Provisions

1.1 These General Terms and Conditions (hereinafter referred to as the "GTC") govern the rights and obligations between:

a) the Operator:

Business name: Toll Pay s. r. o.

Registered office: Kostolná 933/16, 013 01 Teplička nad Váhom, Slovak Republic

Company ID No.: 36441350

Tax ID No.: 2022164364

VAT ID No.: SK2022164364

Registration in the Commercial Register of the Slovak Republic: Commercial Register of the District Court Žilina, Section: Sro, File No. 17331/L

Email: support@tollpay.sk

(hereinafter referred to as the "Operator")

and

b) natural or legal persons who, through the website www.tollpay.sk, order the arrangement of the purchase of a motorway vignette (hereinafter referred to as the "Customer").

1.2. The Operator is not the administrator responsible for collecting motorway vignette payments, nor any other official seller of motorway vignettes. The Operator only provides a service consisting of arranging the purchase of a motorway vignette in electronic form for the territory of the Slovak Republic, in the name and on behalf of the Customer, from the relevant administrator responsible for collecting motorway vignette payments. For motorway vignettes valid in the territory of the Slovak Republic, the administrator responsible for collecting motorway vignette payments is Národná diaľničná spoločnosť, a. s.

1.3. The Customer is obliged to read the GTC before submitting an order and expressly confirms their consent to the GTC before submitting the order.

2. Definitions

2.1. **Service** – the Operator's service consisting of placing an order/purchasing a motorway vignette on the portal of the administrator responsible for collecting motorway vignette payments, on the basis of the data entered by the Customer and in the Customer's name, and sending the Customer an email confirmation of the arrangement of the motorway vignette by electronic means to the email address specified by the Customer in the Order.

- 2.2. **Motorway Vignette** – a time-based charge for the use of designated sections of motorways in the Slovak Republic in accordance with applicable legislation: 1-day, 10-day, 30-day, or 365-day vignette.
- 2.3. **Order** – an electronic form completed by the Customer on the Operator’s website.
- 2.4. **Official Price** – the price of the motorway vignette determined in accordance with applicable legal regulations.
- 2.5. **Service Fee** – the Operator’s remuneration for arranging the purchase.
- 2.6. **Vehicle Registration Number** – the registration number of the vehicle or trailer.

3. Order and Conclusion of the Contract

- 3.1. By completing and submitting the Order, the Customer makes a proposal to the Operator to conclude a contract. The Order constitutes an offer.
- 3.2. The contract between the Customer and the Operator is concluded:
 - a) at the moment when the Operator confirms the Order by electronic means to the email address specified by the Customer in the Order; or
 - b) at the moment when the Operator actually begins performance, i.e. carries out the purchase of the motorway vignette and sends an email confirmation of the arrangement of the motorway vignette by electronic means to the email address specified by the Customer in the Order,depending on which of these events occurs first.
- 3.3. The Operator is entitled to refuse or cancel the Order, in particular if:
 - a) it contains incomplete or clearly incorrect data;
 - b) the Customer’s payment for the Order has not been completed;
 - c) the system of the administrator responsible for collecting motorway vignette payments is unavailable.
- 3.4. The Customer is responsible for the accuracy of all data entered in the Order, including first name and surname or business name, residence or registered office, Company ID No., Tax ID No., VAT ID No., vehicle registration number, country of registration, requested validity period of the motorway vignette, contact email and/or telephone number. Incorrectly entered data cannot be considered a defect of the Service.

4. Price and Payment Terms

- 4.1. The total price paid by the Customer on the Operator’s website consists of:
 - a) the fee for the use of designated motorway sections, i.e. the official price of the relevant motorway vignette according to the price list of the official seller as of the date of purchase; and
 - b) the Operator’s Service Fee.

- 4.2. Current prices are always published with the Order. By placing the Order and making payment, the Operator guarantees to the Customer that the price of the respective Order shall remain unchanged until the purchase of the motorway vignette is arranged on the portal of the administrator responsible for collecting motorway vignette payments, or until the Order is refused or cancelled in accordance with Clause 3.3 of the GTC.
- 4.3. The Operator reserves the right to unilaterally change the price for all future orders without prior notice. Orders already submitted and paid for shall be subject to the price applicable at the time of submission.
- 4.3. Price of individual types of motorway vignettes:

	Fee for the use of designated motorway sections	Service fee	Total Price
1-day motorway vignette	8,10 €	6,70 €	14,80 €
10-day motorway vignette	10,80 €	8,40 €	19,20 €
30-day motorway vignette	17,10 €	10,00 €	27,10 €
365-day motorway vignette	90,00 €	20,00 €	110,00 €

All the prices stated above include any applicable VAT rate in accordance with applicable legal regulations at the time the Service is provided.

- 4.4. Payment is made cashlessly by one of the methods enabled by the Operator's payment gateway. The Customer is obliged to pay the full price when submitting the Order.
- 4.5. If the Customer acts as a consumer, by expressing consent to these GTC and submitting the Order, the **Customer expressly requests the immediate provision of the Service** and **expressly agrees to the commencement of the provision of the Service before the expiry of the statutory withdrawal period**. At the same time, the Customer expressly confirms that they have been specifically informed that, pursuant to Section 10(10) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Supplements to Certain Acts, by granting consent to the commencement of:
- 1) the provision of a service before the expiry of the withdrawal period, the Customer loses the right to withdraw from the contract after the Service has been fully provided;
 - 2) the supply of digital content not supplied by the trader on a tangible medium before the expiry of the withdrawal period, the Customer loses the right to withdraw from the contract.

5. Provision of the Service

- 5.1. After receiving the Order and payment, the Operator shall, either **automatically or manually**, purchase the motorway vignette through the system of the administrator responsible for collecting motorway vignette payments, according to the data provided by the Customer in the Order.
- 5.2. **The Service shall be deemed to have been provided** at the moment when:
 - a) the Operator receives confirmation of the successful purchase of the motorway vignette through the system of the administrator responsible for collecting motorway vignette payments; or
 - b) the Operator sends the Customer an email confirmation of the successful purchase of the motorway vignette by electronic means to the email address specified by the Customer in the Order,depending on which of these events occurs first.
- 5.3. In justified cases, such as an outage of the system of the administrator responsible for collecting motorway vignette payments, a longer response time of the payment gateway, or maintenance, the delivery of the confirmation of the arrangement of the motorway vignette to the Customer may be delayed by the Operator for up to 24 hours from the date of receipt of confirmation of the successful purchase of the motorway vignette through the system of the administrator responsible for collecting motorway vignette payments. **Such delay shall not be considered a defect of the Service.**
- 5.4. The Customer is entitled to use toll road sections only after receiving the email confirmation of the arrangement of the motorway vignette by electronic means at the email address specified by the Customer in the Order from the Operator. Use of motorways without such confirmation is at the Customer's own risk, and the Operator shall not be liable for any damage or sanctions incurred by the Customer as a result.
- 5.5. If the purchase from the administrator responsible for collecting motorway vignette payments is not completed for reasons attributable to that administrator, such as a system error, the Operator shall inform the Customer of the cancellation and refund the Customer the total price paid under the relevant Order.

6. Incorrect or Incomplete Data

- 6.1. The Customer acknowledges that the Operator purchases the motorway vignette **strictly according to the data entered by the Customer**, without verifying in any way their accuracy and/or the possible validity of an already purchased vignette for the entered vehicle registration number, the existence of the entered vehicle registration number, or the obligation to pay for a motorway vignette for the use of designated motorway sections.

6.2. If the Customer enters incorrect data, such as the vehicle registration number, country, vehicle category, or validity start date, the Service shall be deemed to have been duly provided by the Operator, and the **Customer shall not be entitled to a refund of the price or to a new or replacement motorway vignette free of charge.**

7. Changes and Corrections to a Motorway Vignette Purchased by the Operator for the Customer

7.1. At the Customer's request, the Operator **may arrange a change to the data in an already purchased motorway vignette**, provided that this is permitted by the rules of the administrator responsible for collecting motorway vignette payments.

7.2. The Operator **may charge a fee for carrying out each individual change**, with such fee payable in advance.

7.3. The Operator is entitled to refuse a request for a change if the change is not technically possible, would be contrary to the conditions of the administrator responsible for collecting motorway vignette payments, or if operational or capacity-related reasons prevent the Operator from arranging the change of data.

8. Right of Withdrawal / Claims

8.1. A Customer who is a consumer acknowledges that the subject matter of the contract is a **Service that is to be performed immediately after payment, and therefore expressly agrees to its immediate provision** before the expiry of the withdrawal period in accordance with Article 5 of the GTC.

8.2. Once the Service has been provided in full pursuant to Clause 5.2 of the GTC, the **Customer loses the right to withdraw from the contract.**

8.3. Claims may be submitted by email to **support@tollpay.sk**; the claim must include the order number, date, vehicle registration number, and a description of the problem.

9. Liability and Limitation of Liability

9.1. The Operator shall be liable for damage caused to the Customer only in the event of intentional conduct or gross negligence, and only up to the amount of the total price of the relevant Order.

9.2. The Operator shall not be liable for:

a) the unavailability of the system of the administrator responsible for collecting motorway vignette payments;

b) changes in motorway vignette prices in accordance with the applicable legal regulations of the Slovak Republic;

c) fines or other sanctions imposed on the Customer due to the entry of incorrect data or due to the use of designated motorway sections without payment for a motorway vignette in the event of incorrect data in the Order, or before receiving

the email confirmation of the arrangement of the motorway vignette by electronic means at the email address specified by the Customer in the Order;

d) consequential, indirect, or unforeseeable damage, including loss of profit.

9.3. If the Customer provides incorrect or incomplete data, or if an error occurs on the part of the administrator responsible for collecting motorway vignette payments, this shall not constitute a defect of the Service.

10. Personal Data Protection

10.1. The Operator processes the Customer's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "GDPR") and Act No. 18/2018 Coll. on Personal Data Protection and on Amendments and Supplements to Certain Acts (hereinafter referred to as the "Personal Data Protection Act").

10.2. The conditions for the processing of personal data by the Operator are specified on the Operator's website www.tollpay.sk. The Operator acts as a controller of personal data within the meaning of the GDPR and the Personal Data Protection Act.

11. Dispute Resolution and Governing Law

11.1. These GTC, the Contract, the Service, and any other legal relationships arising between the Operator and the Customer in connection with the use of the website www.tollpay.sk shall be governed by the laws of the Slovak Republic.

11.2. For the resolution of consumer disputes, the consumer is entitled to contact the Operator with a request for remedy, including electronically by email at support@tollpay.sk. If the consumer is not satisfied with the resolution, the consumer is entitled to submit a proposal to initiate alternative dispute resolution to the competent alternative dispute resolution entity, namely the Slovak Trade Inspection, with its registered office at Bajkalská 21/A, P. O. BOX 29, 827 99 Bratislava, telephone No. 0850 111 937 (www.soi.sk). The consumer may also submit a complaint through the EU-operated online dispute resolution platform. The complaint may be submitted by completing the online form at https://consumer-redress.ec.europa.eu/index_sk 6. The consumer has the right to choose the alternative dispute resolution entity.

11.3. Court disputes shall be resolved by the court of the Slovak Republic having subject-matter and territorial jurisdiction in accordance with applicable legal regulations.

11.4. The Operator is entitled to amend these GTC unilaterally; the new version shall apply to Customer Orders placed immediately after the publication of the respective GTC.

11.5. These General Terms and Conditions shall become valid and effective on 24 June 2026.