



TERMS OF USE FOR ARZ ELECTRONIC TOLL COLLECTION - ETC SUBSCRIPTION WITH 21.74 % DISCOUNT

1. DEFINITIONS

- 1.1. "ARZ" - refers to Autocesta Rijeka - Zagreb d.d., company for construction and operation of the motorway, Širolina 4, Zagreb.
- 1.2. "Terms of Use for Electronic Toll Collection" (hereinafter ETC Terms of Use) - shall refer to standard terms and conditions of ARZ for electronic toll collection.
- 1.3. "ARZ electronic toll collection (ETC)" - shall refer to a subscription model of toll collection by using an ETC device for the corresponding category of vehicles with 21.74% discount for toll amount.
- 1.4. "ETC device" - shall refer to a device which ARZ has sold for a corresponding category of vehicles specified in the User's invoice, for which ARZ is keeping a subscription account or subscription accounts, and it represents an electronic medium for toll payment.
- 1.5. "Toll Subscription" - shall refer to prepaid toll paid in to User's Subscription Account when purchasing an ETC device as well as each additional payment to the subscription account with the purpose of future use of the ETC device in the minimum amount from Article 4.104.11 of these Terms of Use. The discount amounting to 21.74% is obtained when passing through the toll collection point regarding the toll amount for the motorway section travelled.
- 1.6. "Toll Collection Point" - shall refer to a toll plaza for the use of motorway and/or tolled road structure for which payment by an ETC device was approved.
- 1.7. "User" shall refer to all natural persons over the age of 18, a legal entity or craft business for which ARZ keeps a Subscription Account or Subscription Accounts on its toll collection central server which communicates with all toll collection points at which the toll is paid by an ETC device.
- 1.8. "Electronic Toll Collection System" - shall refer to a system that ARZ uses to keep a Subscription Account for the User on the toll collection central server which communicates with all toll collection points at which the toll is paid by an ETC device. The system enables the creation of a statement of transactions for each Subscription Account.
- 1.9. "Acceptable Account Balance" - shall refer to any balance of a Subscription Account stated on the toll collection central server in gross amount greater than zero.
- 1.10. "Toll" - shall mean the amount determined by an applicable Decision of ARZ on the amount of the Toll and the Toll Collection System for the use of motorways and tolled road structures in accordance with the valid price list, and, concerning the sections of the motorway and tolled structures operated by another operator, the amount established by the decision of another operator on the amount of Toll and Toll Collection System for the use of motorways and tolled structures in accordance with the relevant price list of that operator. The Toll includes the value added tax.
- 1.11. "Interoperable Payment System" - shall mean that the ETC device issued by ARZ shall be accepted as an electronic payment medium at the Toll Collection Points of the Hrvatske autoceste d.o.o., as well as the Toll Collection Points of Bina-Istra d.d. (with mandatory setting up of a User Account under the Terms and Conditions of Bina Istra).
- 1.12. "Bearer" - shall refer to any physical person over the age of 18, any legal person or trader/craft business paying the Toll at the Toll Collection Points.

2. ETC DEVICE PURCHASE

- 2.1. A User of an ETC device can become any physical person over the age of 18, legal person or trader/craft business who signs the Application Form and pays a charge for the ETC device, confirms receiving the device by signing a bill - goods received note, pays the minimum amount of subscription as determined by the ARZ Managing Board Decision and submits to ARZ all the documentation quoted in the Application Form. The ETC device charge is determined by the ARZ Decision applicable on the day of the signing of the contract.



- 2.2. ARZ shall decide on the acceptance of the Application Form at its own discretion and shall have the right to reject the Application Form, without the obligation of explaining its decision.
- 2.3. If ARZ reaches a favourable decision concerning the Application Form, it shall sell and deliver an ETC device to the User. The device shall be delivered to the User personally at authorized ARZ Points of Sale:

- Lučko Point of Sale	Phone: 00385-1-6515-298/299
- Rijeka Point of Sale	Phone: 00385-51-433-292/295
- Krk Bridge Point of Sale	Phone: 00385-51-433-621/622
- Rupa Point of Sale	Phone: 00385-51-433-684
- 2.4. On the day of signing the Application Form the User accepts the rights and obligations from the ETC Terms of Use.
- 2.5. It shall be deemed that on the day of the delivery of the ETC device an agreement on ARZ Electronic Toll Collection has been concluded, and that from that day a contractual relationship between ARZ and the User is established.
- 2.6. By purchasing an ETC device, the User receives the ETC device with a bar-code of the device number, ETC transponder holder, aluminium protective pouch, warranty card, ETC Terms of Use and a bill - goods received note.
- 2.7. If damage to the ETC device is caused by any reason, except by the reasons originating from the device itself, the User can purchase a replacement ETC device at a price determined by the Decision of ARZ applicable on the day of replacement ETC purchase.
- 2.8. The User shall inform ARZ in writing, without any delay, of any change in the User's data as well as of any change of address of the person responsible, and changes in any other data in the Application Form for the purchase of the ETC device.

3. GENERAL RESPONSIBILITY OF THE USER AND OF ARZ

- 3.1. The User shall be responsible for expenses made by using the ETC device. The User of the ETC device shall be obliged to mount the purchased ETC device on the inside of the front windscreen of the vehicle, in accordance with the guideline on mounting the ETC device. The User of the ETC device shall be authorized to use a single ETC device for multiple vehicles of an appropriate category, since the ETC device is not bound to the vehicle registration plate. In case the User wishes to use the ETC device for multiple vehicles, he/she shall be obliged to purchase a corresponding number of transponder holders at a price determined by a valid decision of ARZ.
- 3.2. ARZ shall not be liable for any damage incurred by irregular handling or intentional damaging by the User or a third person due to irregular handling contrary to these General Conditions.
- 3.3. The User of the ETC device shall be obliged to use the ETC device solely for toll collection purposes, for the vehicle category quoted in the account - goods received note.
- 3.4. If ARZ, by way of its internal control, detects more than 3 (three) occasions of the device being used for toll payment for a higher vehicle category than the category for which the corresponding ETC device is registered with ARZ, ARZ shall have the right to terminate the Contract or to block the device and charge the difference in the price from an additional User Account which the User has with ARZ or pursuant to legal regulations.
- 3.5. ARZ shall not be obliged to refund the overpaid amount of toll if the ETC device should be used for toll payment for vehicles of lower category.
- 3.6. The User shall be obliged to familiarize each Bearer, to whom he/she gives the ETC device, with the ETC General Conditions. The User shall be responsible to ARZ if the User or the Bearer of the ETC device should act contrary to the ETC Terms of Use, and the User agrees to bear all expenses resulting therein to ARZ.
- 3.7. In the event of interruption of the operation of the Electronic Toll Collection System, ARZ shall repair the system as soon as possible. ARZ shall not be responsible for any damage the User might suffer due to the inability to use the ETC device in the event of interruption of the operation of the Electronic Toll Collection System. ARZ shall not be responsible to the User for the operation of the Interoperable Toll System and the operations of another operator.



- 3.8. ARZ guarantees discretion to the User and secrecy of all data related to the payment and the amount spent in the Electronic Toll Collection System, in accordance with the professional ethics code in business relationships.
- 3.9. The User shall be charged a contractual penalty double the amount of toll for the longest section and the corresponding vehicle group from the point of exit for the section of the motorway used, in case the User:
 - Arrives at the Toll Collection Point without an entry on the electronic medium,
 - Arrives at the Toll Collection Point with an electronic medium entry registered more than 36 hours ago, disposing of no proof of the reason of his/her prolonged stay on the motorway,
 - Arriving at the Toll Collection Point, does not use the entry from the electronic media with which he/she has entered the motorway.

4. THE USE OF ETC DEVICE AND SUBSCRIPTION

- 4.1. The User shall be authorized to use the ETC device for toll collection for the category of vehicles registered at ARZ for an indefinite period of time.
- 4.2. If a guarantee certificate (for 2 years) was issued with the purchased ETC device, it is necessary to activate the device battery for the first time in a way that the ETC device is placed in the provided device holder. The device must be mounted in appropriate position on the windshield, according to the Terms of installation. If the user fails to comply with the instructions for use, the complaint on double it will not recognize the complaints of a double billing for two or more devices in the vehicle.
- 4.3. When entering the ETC lane, the ETC device User must maintain a distance of at least 10 metres from the vehicle in. In case the ramp at the ETC toll gate does not open (user account has a negative balance, device failure etc.), the user is obliged to take the magnetic stripe ticket and hand it to the employee at the motorway exit point. Otherwise the user shall be charged with a contractual penalty according to Article 6 of the Toll Collection Regulations.
- 4.4. ARZ shall have the right to put a time limit or to cancel the use of the ETC device and shall not be obliged to give the reasons for this decision.
- 4.5. The User may cancel the use of the ETC device, by a written notice and without the obligation to explain the cancellation. In the mentioned case, ARZ shall return to the User the amount of the unused subscription, deducted for expenses incurred by the User, within 30 days from the date of receipt of the written notice on cancellation.
- 4.6. The User cannot request the return of the money already paid to the Subscription Account, except in the case described in Article 4.5. The User is free to continue using it for toll payment using the same or another subscription product.
- 4.7. On the occasion of the cancellation, upon the expiry of the period of time to which the use of the ETC device has been limited or upon cancelling the use of the ETC device, the User is obliged to restrain himself from the any attempt to use the ETC device. The User bears all possible expenses of the cancelling of use of the ETC device.
- 4.8. The ETC device can be used as an electronic medium for toll payment on the following motorways: A1: Zagreb - Split - Čarapine; A3: Bregana - Zagreb - Lipovac; A4: Zagreb - Goričan; A5: Beli Manastir - Osijek - Svilaj; A6: Zagreb - Rijeka; A7: Rupa - Rijeka; D102: Krk Bridge, as well as on sections operated by Bina - Istra d.d. (with mandatory setting up of a user account under the terms and conditions of BINA Istra).
- 4.9. Several ETC devices can be issued for one Subscription Account to natural persons, legal entities and craft businesses. On purchase, not less than the lowest subscription amount must be paid for each of these, as determined by an applicable ARZ Decision. Each User, a natural person, a legal entity or craft businesses, can have several subscription accounts for each of which one or several ETC devices can be issued. If the User has several ETC devices in the vehicle, transactions shall be registered on all devices on passing through the Toll Collection Points. In order to avoid this inconvenience and to disable the transactions to be registered on all devices, the User must protect all ETC devices with aluminum foil, except the one he/she wants to use for toll payment. ARZ shall not be liable for any costs incurred in this manner if the User fails to adhere to this Article.
- 4.10. Additional payments to the subscription account are possible only at authorized ARZ Points of Sale (cash, credit card and debit card), by bank payment slip or e-banking, SMS vouchers and via Web Shop portal enc.arz.hr. All information on Toll Subscription is available on the toll free number 0800 0111 and at the Company website: www.arz.hr.



- 4.11. The lowest amount of ETC Toll Subscription is determined by ARZ in the amount of HRK 100.00 (one hundred kuna). The lowest amount shall be changeable and can be subsequently reduced or increased.
- 4.12. If the User Account status becomes unacceptable, with debts incurred, the User must cover his/her debt within 3 (three) months from the day of incurring the debt. Otherwise, ARZ shall charge its claims in keeping with legal regulations.
- 4.13. If statute of limitations applies, payments shall not be approved for the Users of the Company's subscription products who request a return of the unused funds paid to the User Account if the payment took place not less than 3 (three) years ago. The said funds shall remain on the User Account and the User will be able to continue using them for toll payment with the same or another subscription product (Decision no. 9-24-11/11).
- 4.14. ARZ shall be allowed to charge its claims from the User from any of the User's subscription products registered in the Company's official registers. This shall also include the claims of an amount from the User Account containing funds, for the purpose of paying the debt incurred as a consequence of registered transactions on passage (Decision no. 8-24-11/11).
- 4.15. If a guarantee valid for two years (2 years) from the date of purchase was issued along with the purchased ETC device, replacement of a defective device shall be made free of charge within this period only if the User proceeded in line with the Terms of Use for ETC The User of the ETC device shall be obliged to bring warranty card and a bill. Upon the expiry of the guarantee replacement of device shall be charged at the selling price. A returned ETC device shall not be reimbursed.
- 4.16. At the moment of purchase of the ETC device or the additional payment to the Subscription Account, ARZ shall immediately issue an invoice to the User with the charge for the ETC device with VAT and/or the price of the Toll stated in the following way: the amount of the Toll, the amount of VAT or fee. When using the ETC device, the User shall be calculated the price of the service reduced by 21.74%, according to the section of the motorway used, at the Toll Collection Point
- 4.17. The ETC device can be used for toll payment immediately after making an additional payment to the Subscription Account on sections operated by ARZ, and within two hours from the additional payment on sections operated by Hrvatske autoceste d.o.o.
- 4.18. At the User's request, by the fifteenth day of the current month, ARZ shall forward to the User the statement of performed transactions on the account in the previous month.

5. USER RESPONSIBILITY

- 5.1. ETC device User shall make sure that during the use of the ETC device he/she has sufficient funds on the Subscription Account for the use of the ETC device. In case that the Account Balance is not acceptable, the User agrees that he be denied electronic toll collection in the interoperable system of toll collection on all specified motorways (Article 4.8).
- 5.2. The User shall be responsible for every unauthorized or illegal use of the ETC device. On request of the Toll Collection Point staff, the Bearer shall submit the identity card or passport. ARZ can, but is not obliged to, determine the identity of the Bearer.
- 5.3. In the event of loss or theft of the ETC device, the User shall inform ARZ in written form as soon as possible (by telegram, e-mail, fax etc.)
- 5.4. In the event of loss or theft of the ETC device, ARZ shall block the device upon request of the User. The User can purchase a new device according to Article 2.7 of the Terms of Use.
- 5.5. In the event that the User does not report the loss or theft, ARZ is not responsible for transactions or damage made by ETC device after it has been lost or stolen and shall not be compensated to the User.



- 5.6. The User shall compensate to ARZ all the expenses incurred by the use of the ETC device, in case of theft or loss of the ETC device, up to the moment when ARZ receives the notice in accordance with Article 5.3 of the Terms of Use, and shall pay to the Subscription Account the amount of the unallowed balance overrun within 30 days from the date of the balance overrun, otherwise ARZ shall send to the User a warning before filing charges and shall instigate a claim procedure. The unallowed balance overrun shall mean any state of the account below the Acceptable Account Balance. The debt shall be considered settled when the money order arrives at the ARZ account.
- 5.7. The User shall be responsible for any mechanical damage to the ETC device due to which the device cannot be used in the Electronic Toll Collection and the Interoperable Collection System, as well as for loss or theft of the ETC device and shall pay the expenses of the issuance of a replacement ETC device in the amount determined by an applicable ARZ Decision on the day that replacement ETC device was purchased.

6. FINAL PROVISIONS

- 6.1. For the purpose of protection of its business or for other legitimate reasons ARZ may amend the Terms of Use of which the User shall be informed in due time on ARZ website.
- 6.2. Existing Terms of Use shall no longer apply as of the date when these Terms of Use enter into force. These Terms of Use enter into force and are applicable as of 20th June, 2014.
- 6.3. The discounts from the Terms of Use are applied as of 8th June 2012.

7. COMPLAINTS

- 7.1. Complaint filing deadline for incorrect toll collection charge is fixed to 6 months as of the date of the incurred mistake. (Decision of the Managing Board, no. 15-06-05/11, 7th June 2011)
- 7.2. Complaints to toll collection charges are filed on the toll free number 0800 0111 or email: reklamacije@arz.hr.

8. JURISDICTION

- 8.1. In the event of a dispute, it shall be settled by a competent court in Zagreb.