

General Conditions for Using Smart Cards of Autocesta Zagreb-Macelj d.o.o.

1. DEFINITIONS

- 1.1. "AZM" – shall mean the company AUTOCESTA ZAGREB-MACELJ d.o.o., Garićgradska 18, 10000 Zagreb, VAT:82667270868.
- 1.2. "General Conditions" – shall mean this General Conditions for using AZM Smart Cards.
- 1.3. "AZM-Card" – shall mean a card issued by AZM to the User which represents an electronic medium for Toll payment. AZM-Cards work on the base of Smart-Card-technology which means that the electronically stored information on the cards are read by readers which do not require inserting the card into the reading device but the information is acquired by magnetic scan when holding the card close to the reading device. The AZM-Card is an electronic deed, holding a special amount of money prepaid by the user on issuance of the AZM-Card. The Card and the amount of money on the card can only be used for paying the toll on the Motorway Zagreb-Macelj. No other goods or services can be paid using the AZM-Card. The AZM-Card is not for use on any other Motorway in the Republic of Croatia or in abroad. The AZM-Card does not allow any credit to the user. The card is only accepted as mean of payment up to the amount of value booked on by AZM or its Operator.
- 1.4. "CARD 40" shall mean a card issued by AZM to the User which represents an electronic medium for Toll payment. Card 40 works on the base of Smart-Card-technology which means that the electronically stored information on the cards are read by readers which do not require inserting the card into the reading device but the information is acquired by magnetic scan when holding the card close to the reading device. CARD 40 values for 40 trips within 40 days on the specified section on Zagreb-Macelj motorway. CARD 40 is purchased and replenished on the regular price with 40% discount or other discount which will eventually be specified with future amendment of General conditions. CARD 40 can be used for specified Zagreb-Macelj motorway sections for first and second vehicle category. AZM shall decide on which sections CARD 40 can be used. No other goods or services can be paid using the CARD 40. CARD 40 is not for use on any other Motorway in the Republic of Croatia or in abroad.
- 1.5. "Toll Collection Point" – shall mean a toll plaza for motorway use and/or a toll collection equipment for which payment with the AZM-Card and CARD 40 is approved.
- 1.6. "User" – shall mean any physical or legal person who holds valid AZM-Card or CARD 40 and pay tolls with that card on Motorway Zagreb-Macelj. User shall also mean any bearer of the AZM-Card and CARD 40 paying the toll on the Motorway Zagreb-Macelj.
- 1.7. "Electronic Toll Collection System" – shall mean a system organized on the central server for the toll payment which is connected with all toll plazas. All tolls paid by the AZM-Card or CARD 40 on certain section are recorded on central server. AZM does not maintain a personal account for the user in the electronic Toll Collection System. The amount valid for payments of tolls on the Motorway AZM is only booked on AZM-Card that is on the CARD 40. AZM has no special records on respective amounts.

- 1.8. "Toll" – shall mean the amount established by a valid decision of AZM about amount and structure of the Toll for the use of the Motorway Zagreb-Macelj and tolled structures in accordance with the valid price list. The Toll includes the value added tax (VAT). The valid toll list shall be integral part of this General Conditions.
- 1.9. "Toll Subscription" – shall mean the Toll paid in advance booked on the AZM-Card or on the CARD 40 during the issuance of the Card or when replenish the existing AZM Card or CARD 40.
- 1.10. „Motorway“ shall mean Motorway Zagreb-Macelj defined by their entry and exit points on Toll Stations Zaprešić, Mokrice, Sveti Križ Začretje, Krapina, Đurmanec and Trakošćan.
- 1.11. „Operator“ shall mean Egis Road Operation Croatia d.o.o., Zagreb, Martićeva 47, the entity that issues and organizes use of AZM-Cards on behalf of AZM.

2. ISSUING OF AZM-Card and CARD 40

- 2.1. The Card User can become any legal person, a tradesman who holds valid AZM CARD with positive mean on the CARD that is valid CARD 40 with unused prepaid passes reloaded on the official points of sale of AZM or the Operator.
- 2.2. AZM shall decide on the issuance of the AZM-Card or CARD 40 and shall have the right to reject the selling or replenishing of the AZM-Card or CARD 40 on occurrence of significant reasons, for instance, but not limited to mentioned cases: in cases of former misuse of the AZM-Card or CARD 40 by the User or in cases AZM plans to implement new toll system which shall replace the existing AZM-Card toll system.
- 2.3. With the purchase of AZM-Card or CARD 40 and with replenishing it, the User accepts the rights and obligations from the General Conditions about what the user has to inform other bearers when and on transferring AZM-Card or CARD 40 for use to other users.
- 2.4. It shall be deemed that by purchasing the AZM-Card or CARD 40 contract between AZM and the user is signed for using AZM-Card or CARD 40 and mutual contractual relation has been established and from that moment General conditions shall be applied.

3. GENERAL RESPONSIBILITY OF THE USER AND AZM

- 3.1. The User of the AZM-Card and CARD 40 (as defined in the article 1.3 and 1.4.) shall be responsible if acts contrary to the General conditions, and in this case has to compensate to AZM for all expenses occurred in such manner.
- 3.2. In case of failure of the Electronic Toll Collection System, AZM shall repair the system within the shortest possible period of time. AZM shall not be responsible for any damage the User might suffer due to the inability to use the AZM-Card or CARD 40 during the interruption of the Electronic Toll Collection unless the damage is caused by heavy negligence or wilful acting of AZM.
- 3.3. AZM guarantees to the User discretion and secrecy of all data related to the payment and the spent amount in the Electronic Toll Collection System in accordance with the valid acts and regulation on personal data protection.

4. USE OF THE CARD AND THE SUBSCRIPTION

4.1. The AZM-Card is issued for an indefinite period of time, as CARD 40 is issued on the limited period of time of 40 days that can be prolonged.

4.2. Besides the rights from article 2.2. of this General conditions AZM has right to limit temporarily or to take the AZM- Card or CARD 40 from the user on occurrence of significant reasons, which include, but not limited on cases of misuse of the Card or in cases when AZM plans to replace existing Toll payment system by AZM-Card and CARD 40 with the new one.

4.3. After expiring 40 days or after use of CARD 40 for 40 trips (whichever occurs first), CARD 40 expires without prior notification to the User non depending on the eventual unused number of trips. The User can replenish number of trips under the conditions which values at the times of the application for replenish for unlimited number of times.

AZM –Card can be used if the amounts on the card are equal or exceed the price of the actual passage done. If the User does not wish to replenish the card and the rest amount is insufficient to cover the Toll for use of Motorway, the User is obligated to pay the Toll with any other mean of payment. In this case the User does not have the right on discount under the conditions as with AZM Card and AZM is not obliged to return unused amount on the AZM Card.

In case that AZM plans to abolish toll payment by the AZM-Card or CARD 40 , and the User has unused amount on the AZM-Card or unused passages on CARD 40, the User is entitled to hand it back to AZM or to the Operator on the point of sales. In this case, AZM shall return to the User unused amount deducted by discounts granted for issuing the relevant card. AZM will return the unused amount to each user who hand-back the AZM-Card to AZM or the Operator in the period of 30 days from abolishing toll payment by AZM-Card of CARD 40. In returning the relevant amount to the User- deducted by the discount AZM is fulfilling its duties towards any User of AZM-Card or CARD 40. AZM is obliged to repay amounts from the AZM-Card only if the AZM-Card is physically returned to AZM or to the Operator.

Remark: In the case of loss or theft there is no reimbursement of unused amounts. AZM does not operate a personal user account for any card or any Client. The same rules apply in cases when the AZM-Card or CARD 40 is physically damaged so the Electronic Toll Collection System and its devices and equipment cannot read amounts potentially stored on the Card. The risk of losing potential rest amounts in such cases goes to the User unless the damage is caused by heavy negligence or wilful acting of AZM or its Operator.

4.4. On the occasion of acquiring the AZM-Card or CARD 40 the User has to pay a deposit established by AZM on each acquired Card which shall cover the AZM issuance cost. The AZM-Card or CARD 40 stays in the property of AZM. On hand-back of the card in a physically undamaged condition only subject to deterioration by normal wear and tear AZM will reimburse the paid deposit. In returning the relevant deposit to the User who returns AZM-Card or CARD 40, AZM fulfils its duties against any User of Card. In case of loss of the Card the deposit stays in AZM.

4.5. AZM-Card can be used if the amounts on the card are equal or exceed the price of the actual passage done. Except in the case specifically described in Article 4.3 in the General conditions, AZM is not obliged to accept partly payment for the same passage by the AZM-Card and partly by other means of payment. AZM is entitled to reject the AZM-Card payment in this case and has to ask for payment by different means.

4.6. AZM shall establish the minimum amount of the Toll Subscription for the AZM-Card. The minimum amount is changeable and can be subsequently reduced or increased by AZM decision. A subscription minimum shall be established for first load of the AZM-Card as well

as for each case of further replenishing. Paid or replenish amount has to be multiple number of 50.

4.7. Several AZM-Cards or CARDS 40 can be issued for one user.

4.8. At the moment of the purchase of the AZM-Card or CARD 40 and the additional payment on replenishing, AZM shall issue an invoice to the User with the stated price of the Toll value to be booked on the AZM card or number of passages containing as follows: the amount of the Toll, the amount of the discount – if any-, the amount with the calculated discount, increased by the deposit –if any- and VAT on such calculated rate. On the occasion of the use of the AZM- Card or CARD 40 at the Toll Collection Point, the price of the service with respect to the section of the use of the Motorway shall be calculated to the User and a receipt shall be issued from the Electronic Toll Collection System. The price of the service shall be expressed on the receipt without a discount. The obligation of the User of the AZM-Card or CARD 40 is to check all receipts obtained from the Tolling System at the Payment Point. The User of the AZM-Card and CARD 40 shall resolve any irregularities observed on the receipt from the Electronic Toll Collection System directly at the Toll Collection Points. Additional objection shall not be considered.

4.9. AZM will not make summaries or statements about values booked on the AZM-Card or CARD 40, passages done and paid with the AZM-Card or CARD 40 and rest values booked on the AZM-Card for any period of time.

4.10. AZM is authorised to install on Toll Collection Points adequate technical devices (including, but not limited to video recording equipment) as to procure proper use of the AZM-Card or CARD 40.

5. RESPONSIBILITY OF THE USER

5.1. The AZM-Card or CARD 40 is the property of AZM and may be used only with its consent. The User is responsible for any unauthorized or illegal use of the AZM-Card or CARD 40. In the case of misuse, potential misuse or malfunctions of the AZM-Card or CARD 40 in the Electronic Toll Collecting System, the User of the AZM-Card or CARD 40 is obliged to act according to the request of the personnel of AZM or the Operator and show his personal identification card or passport.

5.2. In the case of loss or theft of the AZM-Card or CARD 40, the User shall inform AZM in the swiftest manner (by telegram, e-mail, facsimile etc.).

5.3. The User shall be responsible for any mechanical damage to the AZM-Card or CARD 40 due to which the card cannot be used in the Electronic Toll Collection System, as well as for the loss or theft of the AZM-Card or CARD 40.

5.4. Following the receipt of the written notice on the loss or theft of the Card, AZM shall block the use of the lost card. AZM may fix a fee for that to be paid by a User requesting so.

6. FINAL PROVISIONS

6.1. For the protection of its business or for any other justifiable reasons, AZM may amend or modify the General Conditions. Such amendments or modifications will be published in Official Gazette and on the point of sales on Toll Collection Point Zaprešić. The General conditions holding these modifications or amendments shall be binding for the Users and AZM from the day of the issuance.

7. GOVERNING LAW

7.1. Any disputes shall be settled by a competent court in Zagreb.