

Autopay Fleet Regulations

§ 1. General Provisions

These regulations define the rules for the provision of services by Autopay to entrepreneurs who are Professional Users.

§ 2. Definitions

1. **Professional User** –an entity that is not a Consumer, using Autopay services in connection with the conducted professional activity.
2. **Autopay Regulations** –Autopay Regulations available on the Autopay Website at: https://autopay.pl/storage/pdf/autopay_regulations.pdf.
3. **Autopay** - Autopay Mobility Sp. z o.o. (a limited liability company) with its registered office in Warsaw at Złota 3/18 Street, Postcode: 00-019, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000794787, NIP 527-28-98-696, Regon 383879060, with a share capital of PLN 19,296,050.
4. **Regulations** - these Autopay Fleet Regulations.
5. **Services** – services described in Autopay Regulations.
6. **Fleet Services** – services provided by Autopay available only to Professional Users.
7. **Merchant Limit** – a trade credit granted to a Professional User by Autopay for the purpose of settling payments related to the Services.
8. **Agreement**– an agreement concluded between a Professional User and Autopay, for an unspecified period, based on the Regulations, which includes in particular the Autopay Regulations, Regulations and other conditions agreed between Autopay.
9. **Price List** –Fleet Services Price List available on the Website.

- other capitalized terms shall have the meaning specified in the Autopay Regulations.

§ 3. Fleet Services

1. As part of the Fleet Services, a Professional User who accepts the Regulations may receive, depending on the selected cooperation model, in particular, all or some of the following functions as part of his Account:
 - a. cumulative settlement of all Vehicles assigned to the Account;
 - b. extended reporting functions;
 - c. payment based on the Merchant Limit - for selected models of fleet cooperation.
2. A detailed scope, description of functions, available cooperation models and the Fleet Services Price List are available on the Website. The amounts indicated in the Price List are expressed as net amounts and VAT at the applicable VAT rate must be added to them. The fees are charged for each active (added) vehicle, from the moment it has made at least one transaction using Autopay.
3. In the case of using the Fleet Services as part of the "Flota Pro", the only option for the settlement of the Services and payments under the Application is the Merchant Limit.

§ 4. Settlements

1. For the use of the Fleet Services, the Professional User shall pay to Autopay the remuneration specified in the Price List, including the remuneration due from each Vehicle, for each commenced month of using the Fleet Services.
2. Payments for Drives and other Services in the case of a Professional User will be billed collectively - on the basis of one accounting document, for all Vehicles, in accordance with the Price List of these Services, after the end of the calendar month in which they were made, unless otherwise stated in the appendices to the Regulations or Autopay Regulations individually regulating additional Services.
3. The Professional User and the Vehicles assigned to him may use the Fleet Services only up to the Merchant Limit.
4. The amount of the Merchant Limit is determined individually for each Professional User.
5. If the value of the Services provided and covered with the Merchant Limit unpaid by the Professional User:
 - a. exceeds 70% of the granted Merchant Limit – Autopay will inform the Professional User about it;
 - b. reaches 100% of the Merchant's Limit – Autopay will block any further possibility of using the Services by this Professional User.
6. Repayment of the Merchant Limit will be made to the bank account indicated by Autopay, but not later than within 14 days from the end of the calendar month in which the Professional User used the Services settled under the Merchant Limit, unless otherwise stated in the appendices to the Regulations or Autopay Regulations individually regulating additional services.
7. To secure the Merchant's Limit, the Professional shall provide Autopay with a deposit ("Deposit") in the amount agreed between Autopay and the Professional User. The deposit is retained by Autopay throughout the term of the Agreement. Return of the Deposit is possible only in one of the following cases:
 - a. in cooperation models other than Fleet Pro – in the event of changing the method of payment for the Services in such a way that the Merchant Limit will not be used in settlements under this Agreement;
 - b. in case of changing the cooperation model used by the Professional User to a plan that does not include settlements under Merchant Limit;
 - c. in the event of deletion of the Account or termination of the Agreement.
8. In the absence of timely repayment of the Merchant Limit or other obligations of the Professional User towards Autopay, he may satisfy his obligations from the Deposit.
9. In the event of deduction of the amounts of liabilities from the Deposit, this deduction reduces the amount of the Merchant Limit proportionally, and the Professional User is obliged to immediately top up the amount of the Deposit.
10. The Professional User agrees to receive all invoices and accounting documents in electronic form, to the email address assigned to the Account.

§ 5. Conclusion, validity and amendment of the Agreement in the field of Fleet Services

1. The agreement for the use of the Fleet Services is concluded on the basis of the Regulations, in particular on the terms set out in Art. 384 of the Civil Code.
2. The Agreement may also be concluded by phone through Autopay representative after confirmation of its conclusion by the Professional User.
3. Autopay is entitled to unilaterally amend the Agreement and the Regulations, in particular for important reasons. The provisions of the Regulations in the scope of changes shall apply accordingly.
4. A Professional User may terminate the Agreement at any time.
5. In cases indicated in §4, sec. 7, points a–c of the Regulations- after deducting the liabilities due, Autopay will refund the remaining part of the Deposit amount, not later than within 30 days from the end of the month in which the situation justifying the refund of the Deposit based on the Regulations took place.

§ 6. Final Provisions

1. Complaints about the Services settled as part of the Fleet Services should be submitted to Autopay within 60 days of the event giving rise to the complaint, unless otherwise provided in the appendices to the Regulations or Autopay Regulations individually regulating additional Services.
2. In the event that personal data is entrusted, the personal data processing agreement, attached as Appendix 1 to the Regulations, applies.
3. In matters of indirect handling of settlements made with fleet cards as part of e-Toll drives, the regulations constituting Appendix No. 2 to the Regulations apply.
4. In matters not regulated, the provisions of the Autopay Regulations shall apply.

Appendix No. 1

Data Processing Agreement („Agreement”)

concluded by and between:

Professional User of Autopay Fleet Services indicated in Autopay Fleet Regulations to which this Agreement constitutes an appendix, hereinafter referred to as “**Controller**” and **Autopay Mobility Sp. z o.o.** (a limited liability company) with its registered office in Warsaw at Żłota 3/18 Street, Postcode: 00-019, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000794787, NIP 527-28-98-696, Regon 383879060, with a share capital of PLN 19,296,050,

hereinafter referred to as „**Processor**”,

with the following wording:

§ 1 General Provisions

1. This Agreement is concluded in connection with the conclusion by the Parties of an agreement for the provision of electronic services as part of the Autopay Flota service via the Autopay Website (“**Main Agreement**”).
2. Based on the Main Agreement, i.e. on the terms and to the extent indicated therein, the Controller entrusts the Processor with personal data for processing:
 - a. Drivers who are employees or associates of the Controller (“**Data**”), and the Processor undertakes to process the Data within the limits specified in the Agreement and generally applicable provisions of law.
3. The Processor processes the Data only on the documented Controller's request.

§ 2 STATEMENTS OF THE PARTIES

1. The Controller declares that he has the status of a personal data administrator within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on free movement of such data and the repeal of Directive 95/46 / EC (General Data Protection Regulation - “**GDPR**”) in relation to Data.
2. The Controller declares that he has appropriate grounds for data processing and entrusting the Data to the Processor will not infringe the rights of third parties.
3. The Processor ensures that the persons authorized by him to process the Data will be obliged to keep them secret or will be subject to an appropriate statutory obligation to keep them secret.

4. The Processor ensures that he takes all measures required by the relevant legal provisions, in particular by Art. 32 of the GDPR, according to which the Processor implements appropriate technical and organizational measures, taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing as well as the risk of violating the rights or freedoms of natural persons with a different probability of occurrence and the severity of the threat, in order to ensure a level of security corresponding to this risk.

§ 3 PROCESSING SCOPE

1. The Processing of Data by the Processor will only take place for the purpose of implementing the Main Agreement.
2. On the basis of the Agreement, the Processor will process the so-called ordinary data, i.e. not subject to additional regulations, such as data of the following categories:
 - a. name and surname;
 - b. telephone number;
 - c. license plate number;
 - d. geolocation data;
 - e. working time.
3. The Controller undertakes not to provide data:
 - a. disclosing racial or ethnic origin,
 - b. revealing political views, religious or philosophical beliefs,
 - c. revealing membership of a trade union,
 - d. genetic,
 - e. biometric,
 - f. relating to a person's health, sexuality or sexual orientation.

§ 4 PERFORMANCE OF THE AGREEMENT

1. When processing Data, the Processor undertakes to implement all measures required by applicable law (also by the GDPR), including appropriate technical and organizational measures to ensure the level of security of personal data processing corresponding to the risk of violating the rights and freedoms of natural persons with a different probability of occurrence and the severity of the threat. When implementing appropriate measures, the Processor will take into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing as well as the risk referred to in the previous sentence.
2. Taking into account the nature of the processing, the Processor, if possible, will help the Controller, through appropriate technical and organizational measures, to fulfill the obligation to respond to the requests of the data subject in the scope of exercising his rights set out in Chapter III of the GDPR - if in a given case, they are incumbent on the Controller.
3. Taking into account the nature of the processing and the information available to him, the Processor will help the Controller to fulfill the obligations set out in art. 32-36 GDPR, if in a given case they are incumbent on the Controller.
4. The processor may use the services of another processor (hereinafter referred to as "**Subsequent Processors**"), only with the prior specific or general written consent of the Controller. In the case of general written consent, the Processor will inform the Controller of any intended changes to the addition

or replacement of other Sub-Processors, thus giving the Controller the opportunity to object to such changes.

5. In the agreement with the Subsequent Processor, the Processor will oblige him to comply with the same data protection obligations that were imposed on the Processor in the Agreement. These obligations will include, in particular, ensuring sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the GDPR.
6. If the Subsequent Processor fails to fulfill its data protection obligations, the Processor shall be fully responsible to the Controller for the fulfillment of the obligations of this Subsequent Processor.
7. The Processor will provide the Controller with all information necessary to demonstrate compliance with the obligations set out in Art. 28 GDPR and enables the Controller or an auditor authorized by the Controller to carry out audits, including inspections, and contributes to them - in a situation where such obligations are imposed on the Controller.
8. In connection with the obligation set out in par. 7, the Processor shall immediately inform the Controller if, in his opinion, the order issued to him constitutes a breach of the GDPR or other provisions of European Union law or Polish provisions of generally applicable law regarding data protection.

§ 5 DURATION OF THE AGREEMENT

1. The Agreement is terminated upon termination of the Main Agreement.
2. Data processing takes place during the term of the Agreement.
3. Upon termination of the Agreement, the Processor will delete or return to the Controller (depending on the Controller's decision) all personal data and delete any existing copies thereof, unless European Union law or Polish generally applicable law require the storage of personal data.
4. In matters not covered by the Agreement, the generally applicable provisions of Polish and European law, as well as the provisions of the Main Agreement.

Appendix No. 2

REGULATIONS FOR THE INDIRECT HANDLING OF BILLINGS MADE BY FLEET CARDS WITH THE ETOLL TRIP FOR HEAVY VEHICLES

§ 1. General Provisions

These regulations define the rules of indirect handling of settlements made with Fleet Cards for entrepreneurs who are Professional Users.

§ 2. Definitions

1. **Professional User or User** - an entity not being a consumer, using Autopay services in connection with the conducted professional activity.
2. **Autopay** – Autopay Mobility Sp. z o.o. with its seat in Warsaw at ul. Złota 3/18, postal code: 00019 Warsaw, entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS number: 0000794787, NIP: 5272898696, REGON: 383879060, with share capital in the amount of PLN 19,296,050.
3. **Autopay Regulations** - Autopay Regulations available on the Autopay Website at: https://autopay.pl/storage/pdf/autopay_regulations.pdf.
4. **Regulations of Autopay Fleet services** - Regulations of Autopay Fleet Services available on the Autopay Website at: <https://autopay.pl/storage/pdf/regulations-autopay-flota.pdf>.
5. **Autopay Fleet** - a service offered by Autopay, specified in the Regulations of Autopay Fleet Services.
6. **Fleet Card** - a virtual card issued by Autopay for a Professional User in order to use the Autopay Fleet services and E-Toll drives.

7. **E-Toll** - a system supervised by the Head of the National Treasury Administration used to collect tolls for toll road sections in the territory of the Republic of Poland managed by the General Directorate for National Roads and Motorways.
8. **Toll** - toll for traveling on a toll road section, defined by:
 - a. The Act of October 27, 1994 on toll motorways and the National Road Fund;
 - b. Regulation of the Council of Ministers of 22 March 2011 on national roads or their sections where electronic tolls are collected and the rates of electronic tolls;
 - c. Regulation of the Minister of Transport, Construction and Maritime Economy of April 25, 2012 on motorway rates
- in their respective versions.
9. **Heavy Vehicles** - motor vehicles and vehicle combinations with a permissible total weight of more than 3.5 tons, as well as buses, irrespective of their permissible total weight.
10. **Regulations** - these regulations for indirect handling of settlements made with fleet cards as part of EToll drives.
11. **Agreement** - an agreement for indirect handling of settlements made with fleet cards as part of E-Toll for Heavy Vehicle drives, concluded between the Professional User and Autopay, based on the Regulations, which includes in particular the Regulations and other conditions agreed between the parties.
12. **Service** - handling of settlements made with fleet cards between a Professional User and Autopay, as described in the Regulations, concerning travels on toll road sections in the territory of the Republic of Poland managed by the General Directorate for National Roads and Motorways by Heavy Vehicles.
13. **Account** - Professional User profile, under which the User receives, among others information on transactions carried out via the Website and information on services used via the Website.
14. **Application** - Autopay application; one of the Website functionalities enabling the User to use the Service, available on the Website's website or in other access channels specified in the Autopay Regulations, including as part of the User's electronic banking or as part of the Autopay mobile application, the administrator and owner of which is Autopay, installed on the User's Device Professional.
15. **Merchant Limit** - a merchant credit granted to a Professional User by Autopay for the purpose of settling payments related to the Service.
- other capitalized terms shall have the meaning specified in the Autopay Regulations or the Regulations of Autopay Fleet Services.

§ 3. General rules for the provision of Services

1. The Service is directed only to Professional Users using Autopay Fleet Services.
2. Under the Agreement, the Professional User obtains the possibility of registering and settling tolls for the tolls of Heavy Vehicles on toll motorways and national roads in the territory of the Republic of Poland managed by the General Directorate for National Roads and Motorways in the eToll system.
3. Under the Agreement, Autopay may perform activities specified in Art. 13iba paragraph 1 of the Act on Public Roads and other activities specified in the above-mentioned the act, in particular:
 - a. on behalf of the Professional User, pay the Toll for the Drive;
 - b. registers and updates the data contained in the register of electronic fee payers on behalf of the Professional User;
 - c. on behalf of the Professional User, complete or update the register of electronic fee payers to the appropriate extent.
4. In order to implement the Agreement, the Fleet Cards are virtually numbered.
5. Technical requirements for devices necessary to use the Service are available at <https://autopay.pl/eng/help>

§ 4. Registration of new Professional Users

1. In order to register, an Account must be created. Having an Account is voluntary, but it is necessary to use the Service.
2. In order to use the Service, provide the data of the Professional User indicated in the Application, assign a vehicle / vehicles to him / her and provide their data, indicate whether the vehicle / vehicles has / have an on-board device (OBU) or an external location system (ZSL), select Pricing plan and the appropriate type of service.

§ 5. Fees

1. For the Drive, the Professional User will be obliged to pay - directly to Autopay – the Toll. The Toll is collected in full by Autopay from the User and then transferred to the appropriate public authority. Autopay will issue an accounting document to the User for the accepted Toll amount.
2. Regardless of the Toll, the User will also be obliged to pay to Autopay the remuneration specified in the Price List. Autopay will issue a VAT invoice to the User.
3. The Toll and the remuneration referred to in sec. 2 are charged for a Drive confirmed on the basis of data collected from on-board devices (OBU), external location systems (ZSL) or from mobile devices with the Autopay application installed.
4. The Professional User and the Vehicles assigned to him may use the Service only up to the Merchant Limit.
5. The amount of the Merchant Limit is determined individually for each Professional User.
6. If the value of Services provided and covered with the Merchant Limit unpaid by the Professional User:
 - a. exceeds 70% of the granted Merchant Limit Autopay will inform the Professional User about it;
 - b. reaches 100% of the Merchant's Limit - Autopay will block any further possibility of using the Service for this Professional User.
7. The repayment of the Merchant Limit will be made to the bank account indicated by Autopay, but not later than within 14 days from the end of the calendar month in which the Professional User used the Services settled under the Merchant Limit.
8. Unless Autopay and the Professional User agree otherwise, the Professional User is obliged to provide Autopay with a deposit ("**Deposit**") in the amount agreed between Autopay and the Professional User to secure the Merchant Limit. The Deposit is retained by Autopay throughout the term of the Agreement. Return of the Deposit is possible only in one of the following cases:
 - a. in cooperation models other than Fleet Pro – in the event of changing the method of payment for the Services in such a way that the Merchant Limit will not be used in settlements under this Agreement;
 - b. in case of changing the cooperation model used by the Professional User to a plan that does not include settlements under Merchant Limit;
 - c. in the event of deletion of the Account or termination of the Agreement.
9. In other matters concerning the Deposit, the provisions of the Autopay Flota Regulations apply accordingly.
10. In the absence of timely repayment of the Merchant Limit and other obligations of the Professional User towards Autopay, he may satisfy his obligations from the Deposit (if applicable).
11. Claims for failure to fulfill the obligation to pay the fees specified in this paragraph may be secured and pursued by all legally permissible means.

§ 6. Responsibility

1. The Professional User is fully responsible for the correctness of the data provided during the registration and use of the Services.
2. An error in the data entered by the Professional User may be the basis for recourse liability towards the Professional User.
3. Autopay is not responsible for violations by the Professional User of the provisions of the Act of March 21, 1985 on public roads.
4. In the case of a Professional User, liability is limited, within the limits of applicable law, to the amount of the accepted remuneration.
5. Autopay shall not be liable for the operation of the device and software, the data of which constitute the basis for the calculation of public law receivables and for the Service, with the exception of the certified On-Board Unit (OBU) purchased from Autopay and the Autopay application.

§ 7. Complaints

1. Complaints regarding the Service provided by Autopay should be submitted to Autopay within 60 days of the event giving rise to the complaint.
2. Complaints regarding the Drive and the public law fee for the Drive should be reported to the Ministry of Finance - directly or, if agreed between Autopay and the Professional User, to Autopay, which will forward the complaint to the appropriate authority under the appropriate power of attorney.
3. A complaint submitted directly to the Ministry of Finance may be submitted as follows:
 - a. online:
 - using the application form available in the e-TOLL Internet Customer Account (after logging in at etoll.gov.pl),
 - using the contact form available at etoll.gov.pl (for Users not registered in the e-Toll system),
 - by e-mail sent to the address kontakt@etoll.gov.pl;
 - b. via the Telephone Customer Service Center (in Polish, English, German and Russian) at the telephone numbers available at <https://etoll.gov.pl/lekkie/obsługa-klienta/reklamacje/> or <https://etoll.gov.pl/heavy-duty/obsługa-klienta/reklamacje/>;
 - c. by letter to the following address: Ministry of Finance, ul. Świętokrzyska 12, 00-916 Warsaw (to speed up the case, add a note "regarding the e-Toll system" on the envelope);
 - d. in person, at one of the e-Toll Customer Service Points.
3. All financial settlements related to accepted complaints will be forwarded to Autopay for final settlement with the Professional User.

§ 8. Final provisions

In matters not covered by these Regulations, in particular in the field of complaints and personal data protection, the provisions of the Autopay Regulations and the Regulations of Autopay Fleet Services shall apply.