

## MOTORWAY USE AND TOLL COLLECTION TERMS AND CONDITIONS

### I DEFINITIONS

- 1.1. "HAC"** i.e. HRVATSKE AUTOCESTE d.o.o. for management, building and maintenance of motorways, Širolina 4, Zagreb, VAT ID: 57500462912.
- 1.2. "Terms and conditions"** are these, motorway use and toll collection terms and conditions, which apply to every use of motorways or other infrastructures with toll collection managed by HAC as well as all the relations between HAC and Users and all toll payments.
- 1.3. "Toll payment"** is the motorway and other infrastructure use fee, charged in Croatia. HAC determines the toll collection amount for motorways and other infrastructure managed by HAC, according to the law and with the approval of the Minister. The VAT is included in the toll collection amounts.
- 1.4. "Carrier"** is every person that uses the HAC ETC device for Electronic toll collection or every person that uses an electronic toll collection medium issued by a legal entity related to HAC by a legal contract concerning ETC devices.
- 1.5. "Electronic toll collections"** are contactless payments with electronic devices from a vehicle, in the ETC lanes at the Toll Gate, which are open for traffic.
- 1.6. "ETC postpaid user"** is a natural person of legal age, a legal entity, or an enterprise, which has a user account or accounts managed by HAC, containing all the transactions made by ETC payments for mentioned services.
- 1.7. "ETC prepaid account"** is an account managed by HAC for prepaid users, containing all the transactions related to the HAC ETC device. ETC prepaid account is managed for all vehicles pertaining to the same vehicle group.
- 1.8. "ETC seasonal prepaid account"** is an account managed by HAC for prepaid users, containing all the transactions related to the HAC ETC device. ETC prepaid account is managed for all vehicles pertaining to the same vehicle group. It is only possible to open this account and use the seasonal discount in a seasonal period determined by HAC in a Decision about stimulative toll payment and prepayment modules.
- 1.9. "ETC postpaid account"** is the account managed by HAC with all the transactions made by using the HAC ETC device in the postpaid system. ETC postpaid account is managed for all vehicles pertaining to the same vehicle group, connected to the credit, oil and other service user cards accepted by HAC.

**1.10. "ETC account for government authorities"** is an account managed by HAC, for the users of the "ETC for government authorities" collection module, containing all the transactions made via the HAC ETC device. ETC prepaid account is managed for all vehicles pertaining to the same vehicle group.

**1.11. "HAC electronic toll collection"** is the toll collection made by charging the users ETC account connected to the HAC ETC device according to the HAC electronic payment model chosen by the User.

**1.12. "Internet and/or SMS service"** is an add-credit payment service for the ETC prepaid account via the Card of the User or an SMS voucher, this service also allows access to the status of the prepaid user account and overview of all existing transactions.

**1.13. "Card"** is a debit, credit, oil or other service card for payments, accepted at the HAC Toll Gates and licensed point of sale, i.e. a card considered to be a valid payment medium at the HAC Toll Gates and licensed point of sale.

**1.14. "User"** is the driver of the vehicle that is using the motorway or other toll collection infrastructure.

If the owner of the vehicle, a natural person, legal entity or government authority, who is using the motorway or other toll collection infrastructure, is not the driver or if the driver is a natural person or legal entity that has a lease agreement with the owner, all of them will be considered the User.

If the Electronic toll collection is used, then the term User can also mean: Prepaid user, ETC postpaid user, Electronic toll collection "ETC for government authorities" service model users, Carrier or user of ETC devices of another legal entity accepted by HAC.

If the User is using the monthly ticket from chapter III TOLL PREPAYMENT BY MONTHLY TICKET of these Terms and conditions, then the User also means the Monthly ticket user.

The term User also includes a person with a disability, to which a SMART card/certificate from article 1.27.4. Of these Terms and conditions was issued, if this person is in the vehicle in the moment of toll collection through the mentioned SMART card/certificate according to article 3.2. (viii) of these Terms and conditions.

**1.15. "User of the Electronic toll collection "ETC for government authorities" service model"** is a government authority that has a user's account or accounts managed by HAC, which contain all transactions made by using the HAC ETC device.

**1.16. "HAC electronic toll collection model"** is determined by HAC with a Decision about stimulative toll payment and prepayment modules according to the relevant legislation. HAC has the right to one-sidedly change or annul the Electronic toll collection models and discounts defined in this decision.

**1.17. "Toll gate"** is a toll collection station on the motorway or other infrastructure with a closed and/or open toll collection system, for collecting tolls, issuing, receiving and recording of transit mediums used on the motorway.

**1.18. "Invalid transit media"**

**1.18.1. A collection card**, for which the following was determined by a check-up at the Toll Gate:

(i) more than 24 hours passed between entering the motorway and turning the card over at the Toll Gate, i.e. that the limited time for passing through an individual section of the motorway, described in article 4.6. of these Terms and conditions, and the User did not provide a justified explanation as to why he was delayed on the motorway,

(ii) the card cannot be read or identified or was damaged in a way that impedes toll collection,

(iii) the card was taken at entry and then handed over for collection at the same Toll Gate,

(iv) the card was handed over at the Toll Gate by a User different than the one who took it at entry,

(v) after receiving the Collection card at the Toll Gate, the User did not hand it over the first time he exited the motorway.

**1.18.2. HAC ETC device and/or ETC device, SMART card from another legal entity accepted by HAC, i.e. SMART card/certificate issued to a person with a disability:**

(i) if, while exiting the motorway, it is determined that the motorway was entered more than 24 hours ago, i.e. that the limited time for using the individual sections of the motorway, described in article 4.6. of these Terms and conditions, has passed,

(ii) if the device is malfunctioning and the data from the transit media cannot be accessed,

(iii) if the User is trying to exit the motorway at the Toll Gate of his entry,

(iv) if HAC or another legal entity put the device or card on the invalid media list,

(v) if the User switches the transit media used by the vehicle to enter the motorway, whether it is a HAC ETC device and/or ETC device, a SMART card from another legal entity accepted by HAC or a SMART card/certificate issued to a person with a disability, with some other transit media at the exit,

(vi) if it is not used according to the Road Act and the Rulebook on the procedure and entitlement to exemption from payment of the annual fee for the use of public roads and toll.

**1.19. "Open toll collection system"** is a system, in which one Toll Gate serves as an entry and an exit Toll Gate at the same time.

**1.20. "HAC licensed point of sale"** is a point of sale, in which it is possible to make a contract for the electronic toll collection service, to buy the ETC device/ETC package, to check the functionality of the ETC device and exchange it if it is malfunctioning, to add credit to the ETC prepaid account or to cancel the service, to buy a monthly ticket and an SMS voucher. The list of HAC licensed points of sale can be found on the official website [www.hac.hr](http://www.hac.hr).

**1.21. "Toll prepayment"** is the toll payed ahead of time in the ETC prepaid account when buying the HAC ETC device or when adding the credit to the ETC prepaid account for the future use of the HAC ETC device. When adding credit to the ETC prepaid account the Prepaid user is entitled to a

discount according to the HAC Decision about stimulative toll payment and prepayment modules, depending on the chosen HAC electronic toll collection model. The minimal amount of the Toll prepayment per HAC ETC device is determined by HAC, depending on the HAC electronic toll collection model.

**1.22. "Prepaid user"** is a natural person of legal age, a legal entity or an enterprise, which has an ETC prepaid account managed by HAC.

**1.23. "Monthly ticket Prepaid user"** is a user that pays the toll with a monthly ticket according to the HAC Decision about stimulative toll payment and prepayment modules.

**1.24. "Acceptance of the ETC devices and SMART cards from other legal entities"** is a toll payment service, based on a contract between HAC and a concessionaire or other legal entities authorized for toll collection by using the motorway and toll collection infrastructure, on the basis of which the mentioned legal entities accept the HAC ETC device as an electronic toll collection media in Toll Gates managed by them and HAC accepts the electronic media (ETC devices and/or SMART cards) of these legal entities for toll collection in Toll Gates managed by HAC. The list of legal entities that have a contract with HAC concerning the acceptance of ETC devices and/or SMART cards can be found on the official website [www.hac.hr](http://www.hac.hr).

**1.25. "Acceptable status of the ETC prepaid account"** is every ETC prepaid account state that is not less than zero.

**1.26. "Vehicle group"** is one of five groups of vehicles created for the purpose of toll collection and determined by the Toll Rulebook.

**1.27. "Transit medium"** is a medium that allows you to enter the motorway in a closed toll collection system, based on which the used motorway section is determined.

**The transit media used in the toll collection system are:**

**1.27.1. ETC device and/or SMART card of another legal entity**, only includes the one accepted at the Toll Gates managed by HAC.

**1.27.2. HAC ETC device** is used for the Electronic toll collection for a specific vehicle group. The HAC ETC device, according to the chosen HAC electronic toll collection model, can be connected to a specific license plate of a vehicle.

**1.27.3. Collection card** is a magnetic card that the User gets when entering the motorway from an automated machine or by hand. The User must return the card when exiting the motorway for the first time after getting the card.

**1.27.4. SMART card/certificate issued to a person with a disability** is issued by HAC according to the Road Act and the Rulebook on the procedure and entitlement to exemption from payment of the annual fee for the use of public roads and toll.

**1.28. "Electronic toll collection service"** is a service that includes recording the use of the motorway and toll collection infrastructure via an ETC device as well as data transfer:

(i) to the HAC business system:

- on to the ETC postpaid account and collection of the use of the motorway and toll collection infrastructure through a card (credit card, oil card or other service card) connected to the ETC postpaid account;
- on to the ETC prepaid account and collection of the use of the motorway and toll collection infrastructure through the ETC prepaid account;
- on to the ETC account for government authorities and collection of the use of the motorway and toll collection infrastructure by issuing a monthly invoice, with a record of payed transactions and a due date of 30 days from date of issue of the invoice for the previous month to the User,

(ii) to the business system of another legal entity that has a contract with HAC concerning the interoperability and acceptance of ETC devices and SMART cards.

**1.29. "Closed toll collection system"** is a system, in which the User of the motorway registers into the Toll Gate toll collection system at entry (takes the Collection card or allows the system to scan the ETC device) and gives back the Collection card or allows the system to scan the ETC device or SMART card and pays the toll according to the data registered in the toll collection system at exit.

**1.30. "Closed toll collection system for motorways A1, A6 and A10"** is a system that allows the User to pass the entrance Toll Gate of motorways A1, A6 or A10 by registering in the HAC toll collection system or Autoceste Rijeka-Zagreb d.d., without stopping, from the motorway section managed by one entity to the motorway section managed by the other entity. The toll, which is a sum of the tolls of both managing entities, according to the prices in effect, is collected at the Toll Gate of the motorway A1, A6 or A10, according to the Terms and conditions of the managing entity.

## II GENERAL TERMS

### 2 Application of Terms and conditions and the responsibility of the User

**2.1.** These Terms and conditions are a part of the contract for using the motorway and toll collection infrastructure managed by HAC. The contract between the User and HAC is made when the vehicle enters the motorway or the toll collection infrastructure.

**2.2.** The User of the vehicle is responsible for paying the toll for use of the motorway and the toll collection infrastructure, unless:

- (i) the owner of the vehicle proves, by providing documents from authorized government authorities, that the vehicle was taken from him beforehand illegally, i.e. that the vehicle was stolen, and the ownership was not transferred on to the current user,
- (ii) the Prepaid user, ETC postpaid user or the User of the Electronic toll collection "ETC government authorities" service model has informed HAC, according to these Terms and conditions, in a written manner that his HAC ETC devise was illegally taken or was lost.

**2.3.** By entering the motorway and the toll collection infrastructure, the User confirms that he is familiar with these Terms and conditions and that he accepts them.

### **3 The responsibility for paying the Toll and payment methods**

**3.1.** The User's responsibility to pay the toll arises from using the motorway and toll collection infrastructure.

**3.2.** The toll in HAC Toll Gates can be paid:

(i) with cash in HRK;

(ii) with cash in EUR (the highest bill allowed is that of a 100 EUR) if the User is a non-Croatian resident, according to the foreign currency regulations, the exchange rate used will be the one valid on the day of toll payment;

(iii) with debit, credit, oil and other service cards if the Toll Gate has a visible marking of acceptance of any given card for toll collection;

(iv) with a HAC ETC device;

(v) with an ETC device from legal entities that have a contract for accepting ETC devices with HAC;

(v) with a SMART card from legal entities that have a contract for accepting SMART cards with HAC;

(vii) with a monthly ticket determined in the HAC Decision about stimulative toll payment and prepayment modules;

(viii) with a SMART card/certificate issued to a person with a disability by HAC according to the Road Act and the Rulebook on the procedure and entitlement to exemption from payment of the annual fee for the use of public roads and toll;

provided that it is only allowed to use exclusively cash payments from point (i) and (ii) at the same time for the same transaction.

**3.3.** HAC can organize Toll collection so that not all payment methods from article 3.2. of these Terms and conditions are accepted at certain Toll Gates or at certain time periods.

HAC will announce the changes in toll collection organization at certain Toll Gates and/or at certain time periods on its official website [www.hac.hr](http://www.hac.hr).

**3.4.** If paying the Toll at a certain Toll Gate, according to article 3.2. and 3.3. of these Terms and conditions, is not possible because of technical issues, HAC will allow the User to pass through the Toll gate if he identifies himself with a personal document and the vehicle registration certificate and signs a document saying that he was using the motorway or the toll collection infrastructures on a

certain day, in a vehicle of certain group and that he accepts the toll postpayment responsibility. The form of the document will be determined by HAC.

#### **4 Obligations and responsibilities of the User**

**4.1.** Every User has the responsibility, aside from the ones that will pay the toll in a manner described in article 3.2. (iv) and (v) of these Terms and conditions, of taking the Collection card when entering the motorway and guarding it during the time he is using the motorway, without damaging it in a way that would impede the toll collection, and to return the same Collection card, within the time limit and while maintaining other validity factors determined in these Terms and conditions, in the Toll Gate when exiting the motorway for the first time after entering.

**4.2.** The Users that will pay the Toll in a manner described in article 3.2. (iv) and (v) of these Terms and conditions and will not take the Collection card have the obligation of using the specially marked ETC lanes and pay the Toll with a proper ETC device.

**4.3.** The Users that will pay the Toll in a manner described in article 3.2. (vi), (vii) and (viii) of these Terms and conditions at the Toll Gate have the obligation to hand over their Monthly ticket or SMART card and the Collection card as well.

**4.4.** The User has the obligation to pay the toll at a Toll Gate different than the one, in which he entered the motorway.

**4.5.** The User has the responsibility to obey the Road Traffic Safety Act and other acts related to using the motorway and toll collection infrastructures.

**4.6.** The User must leave the motorway in the maximum time limit of 24 hours between entry and exit. The time limit for some sections can be less than 24 hours if HAC decides so. If the use time of certain sections of the motorway gets limited, HAC will announce it on its official website [www.hac.hr](http://www.hac.hr).

**4.7.** If the Prepaid user or the ETC postpaid user hand over their ETC device to another Carrier, they have to familiarize the Carrier with these Terms and conditions and ensure that they are accepted and followed to the letter. If these Terms and conditions are not followed by the Carrier, the person responsible is the User.

**4.8.** The Users that paid the toll in a toll collection machine as described in article 3.2. (iii) of these Terms and conditions, in a case when the lane equipment (preclassifier) determines a group of vehicles smaller than the one described in the Toll collection rulebook, which caused the User to pay a lesser toll than he was supposed to, the User agrees that HAC can charge him the difference between the amount paid and the amount defined in the valid price list for a specific section of the motorway and a specific vehicle group, without having to ask for an additional permission, directly from his postpaid User card, which was used to pay the toll.

**4.9.** If the User paid the toll in a toll collection machine as described in article 3.2. (iii) of these Terms and conditions, and the lane equipment (preclassifier) has determined a group of vehicles

smaller than the one described in the Toll collection rulebook, which caused to User to pay a lesser toll than he was supposed to, HAC will charge him the difference between the amounts by issuing an invoice for the difference between the amount paid and the amount defined in the valid price list for a specific section of the motorway and a specific vehicle group.

## **5        Infringement of the Terms and conditions and penalty clauses**

**5.1.** An infringement of the Terms and conditions is:

- a) when a User hands out or scans an invalid transit media at the Toll Gate, while exiting the motorway;
- b) when a User gets to the Toll Gate to exit the motorway without a transit media;
- c) when a User passes the Toll Gate and exits the motorway without stopping and/or paying the toll;
- d) if in a closed system the User exits the motorway in a place that is not the Toll Gate.

**5.2.** HAC has the right to charge a penalty clause to the User, for infringement of the Terms and conditions, in the amount equal to a double toll for the longest motorway section of a closed system connected to the exiting gate and for the specific vehicle group:

a) if he hands out a Collection card, for which the following was determined by a check-up at the Toll Gate or later:

- more than 24 hours passed between entering the motorway and turning the card over at the Toll Gate, i.e. that the limited time for passing through an individual section of the motorway, described in article 4.6. of these Terms and conditions has passed, and the User did not provide a justified explanation as to why he was delayed on the motorway,
- (ii) if the card cannot be read or identified or it was damaged in a way that impedes toll collection,
- if the User handed out a different Collection card than the one, he got at entry;
- if, after receiving the Collection card at the Toll Gate, the User does not hand it over during the first time he exits the motorway.

b) if a HAC ETC device and/or and ETC device or SMART card from another legal entity, accepted by HAC, is scanned:

- if, while exiting the motorway, it is determined by scanning the User's transit media that the motorway was entered more than 24 hours ago, i.e. that the limited time for using the individual sections of the motorway, described in article 4.6. of these Terms and conditions, has passed;
- if the User switches the transit media, he used to enter the motorway and hands out or scans a transit media, which was not used to enter the motorway, at the Toll Gate.

C) if there is an infringement of articles 5.1. b), c) and/or d) of these Terms and conditions.



**5.3.** If the User provides a justified explanation as to why he was detained at the motorway, in a time period of 30 days since the date of issue of the invoice, instead of for the penalty clause, the User will be charged for the toll of the used motorway section for his vehicle group.

**5.4.** The infringement of article 5.1. a) of these Terms and conditions gives HAC the right to charge the User with a penalty clause in the amount equal to the toll of the longest motorway section of a closed system connected to his exiting Toll Gate, for the specific vehicle group, according to the valid price list:

a) if he hands out a Collection card and it is determined that it was given to him at the same Toll Gate;

b) if the User of the HAC ETC device and/or ETC device or SMART card from other legal entities accepted by HAC uses the same Toll Gate for both entry and exit.

**5.5.** Infringement of article 5.1. c) of these Terms and conditions gives HAC the right to charge the User with a penalty clause in the amount equal to the doubled amount of the toll according to the valid price list for the specific vehicle group.

## **6 Obligation of identification of the User**

**6.1.** In case that the situation described in article 3.3. of these Terms and conditions comes to be, or if there is an infringement of these Terms and conditions, the User will identify himself to an employee of HAC by giving him his vehicle registration certificate, ID card or passport. The personal data collected in this manner will be used for invoicing or initiating a legal process for toll collection and penalty clause, defined in article 5. of these Terms and conditions, collection.

**6.2.** If the User refuses to identify himself, in circumstances described in the previous article, HAC will call the representatives of the Ministry of the Interior to identify the User. HAC will not let the vehicle pass and exit the motorway and the toll collection infrastructures before the identification of the User. HAC will use the collected data for invoicing and/or opening a legal process of Toll collection and penalty clauses from chapter 5. of these Terms and conditions.

## **III ELECTRONIC TOLL COLLECTION**

### **7 Making a contract for electronic toll collection**

**7.1.** The electronic toll collection service can be obtained by every natural person of legal age, legal entity, government authority or enterprise, by filling out and signing a form by yourself, by a licensed representative of the legal entity, government authority or enterprise, which confirms (i) the acceptance of rights and responsibilities from these Terms and conditions and (ii) the correctness of all written data.

**7.2.** In order to make a contract for the electronic toll collection service, the following documents and data are required:

- for a natural person: ID card or another identification document, OIB (personal identification number),
- for legal entities: excerpt from the judicial or other record, VAT ID, ID card or another identification document of a legal entity's licensed representative,
- for enterprises: excerpt from the enterprise record, VAT ID, ID card or another identification document of an enterprises licensed representative,
- for government authorities, local and regional self-government units and for a natural person with public authority: a legally defined evidence of legitimacy for representation, VAT ID, ID card or another identification document of a licensed representative,
- and other documents defined for the individual stimulative electronic toll collection models.

**7.3.** HAC has a right to adequately identify the other contract party, during the making of a contract, and to check the personal, business and other data, identities, statuses and financial solvency with the competent authorities that have access to this kind of information.

**7.4.** HAC has the right to refuse an application if there are any unpaid debts of the applicant to HAC, on any basis, if the applicant is going through the insolvency procedures or liquidation, if the applicant refuses to give HAC payment guarantees, which HAC can ask for if the application data is incomplete or incorrect, if the User does not allow HAC the insight to its correct identification, if HAC, while taking into account all circumstances, concludes that the applicant will not fulfill the obligations from these Terms and conditions on time and in other cases, which justify this decision according to the Consumer protection act.

**7.5.** If HAC decides to accept the application, a contract for this Service will be made and HAC will sell to the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User an ETC device for a certain vehicle group in its Licensed point of sale and at a price determined by HAC. The contract for the sale of the HAC ETC device is made when the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User signs the invoice and the bill of lading, which confirms that he received the HAC ETC device. By making a sales contract the User accepts these Terms and conditions published on the official website [www.hac.hr](http://www.hac.hr).

**7.6.** The Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User is the owner of the purchased HAC ETC device.

**7.7.** When receiving the HAC ETC device, the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User will also receive a generated username and password for applying to the toll collection web portal <https://prodaja.hac.hr/>. HAC is not responsible, on any basis, for any damages made if the password is used incorrectly or if an unauthorized third party uses it. If the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User has any suspicion about an unauthorized use of the password, he should inform HAC about it as soon as possible [info-naplata@hac.hr](mailto:info-naplata@hac.hr).

**7.8.** HAC guarantees the correct functioning of the HAC ETC device during a two (2) year period from the day of purchase or during a period of one (1) year for a repaired HAC ETC device and it will issue a warranty at purchase to the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User. HAC has an obligation to replace the faulty HAC ETC device in the warranty period if the warranty for it is presented, unless the faultiness of the HAC ETC device is not caused by the shortcomings or damages caused by the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User. In the case of discovering a fault with the HAC ETC device after the expiration of the warranty or because of reasons not accepted by the warranty, the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User can buy a new HAC ETC device at the sale price valid on the day of making the new HAC ETC device sales contract. The new HAC ETC device will be connected to the same ETC prepaid or postpaid account instead of the faulty one.

**7.9.** If the HAC ETC device is faulty and therefore cannot be used for toll collection, before or after the expiration of its warranty, the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User has to refrain from using the HAC ETC device and replace it with a new one or buy a new one. Before replacing it or buying a new one, the User of a Closed toll collection system will take a magnetic card at entry hand it over when exiting the motorway and pay the toll with other payment methods listed in article 3.2. of these Terms and conditions. In the Open toll collection system, the User pays the toll with other payment methods listed in article 3.2. of these Terms and conditions.

**7.10.** By making a contract for the HAC electronic toll collection by using the HAC ETC device, the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User has an obligation of paying every cost made by using the HAC ETC toll collection device on motorways and in toll collection infrastructure managed by HAC and other legal entities that have a contract with HAC and therefore accept the ETC device regardless of whether it was used for HAC electronic toll collection by a Prepaid user, an ETC postpaid user, an Electronic toll collection "ETC for government authorities" service model User or a Carrier.

**7.11.** The Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User accepts and understands that HAC has the right to cancel, terminate, put a time limit on or temporarily stop the use of the HAC ETC devices for electronic toll collection, as well as cancel or terminate the Contract for HAC electronic toll collection by using the HAC ETC device, which will render the HAC ETC device unusable regardless of the fact that the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User is the owner of the HAC ETC device and that the HAC ETC device will lose its purpose, temporarily or permanently depending on the case.

**7.12.** In the cases described in the previous article (7.11.) the Prepaid user, the ETC postpaid user and/or the User of the Electronic toll collection "ETC for government authorities" service model has to refrain from suing the HAC ETC device.

**7.13.** The ETC postpaid user or the Electronic toll collection "ETC for government authorities" service model User has to inform HAC in a written manner of every personal, business and/or other

change of data given to HAC via the application form, e-mail, fax, mail or personally at a Licensed point of sale, and bears all the responsibility for not fulfilling this obligation in the given time limit.

**7.14.** The HAC ETC device is accepted as an electronic toll collection media for BINA ISTRRA d.o.o., under the condition that the HAC ETC device was registered beforehand or that the owner of the HAC ETC device has a contract for electronic toll collection service with BINA ISTRRA d.d. made at a BINA ISTRRA d.d. Licensed point of sale.

**7.15.** The Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User has the right to a discount determined in the HAC Decision about stimulative toll payment and prepayment modules and prepaid toll payments for the HAC electronic toll payment model defined in a Contract made with HAC for HAC electronic toll collection by using the HAC ETC device. The Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User accepts and understands that HAC has the right to change the Decision about stimulative toll payment and prepayment modules, which will result in the change of the discount amount in the Contract for HAC electronic toll collection by using the HAC ETC device, without previously getting consent from the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User.

**7.16.** The Contract for HAC electronic toll collection by using the HAC ETC device can be terminated if at least one of the following conditions is met:

(i) if the entity that issued a card connected to the ETC postpaid account stops allowing payments through it,

(ii) if the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User cancels the Electronic toll collection service,

(iii) if HAC cancels the Electronic toll collection service.

## **8 Use of the HAC ETC device**

**8.1.** The HAC ETC device can be used for toll collection:

(i) 30 minutes after closing a sales contract for the HAC ETC device on motorways managed by HAC,

(ii) 2 hours after closing a sales contract for the HAC ETC device on motorways managed by other entities.

**8.2.** The Prepaid user, the ETC postpaid user, the Electronic toll collection "ETC for government authorities" service model User or the Carrier has to install the device inside the car at the front windshield according to the installation manual for the HAC ETC device.

**8.3.** The HAC ETC device that is not related to the vehicle license plate can be used for more than one vehicle in the same group, but not at the same time, i.e. one HAC ETC device cannot be used for toll payment for several vehicles at the same time. If the User wants to use the HAC ETC device for

several vehicles, the Prepaid user, the ETC postpaid user and/or the Electronic toll collection "ETC for government authorities" service model User has to buy the corresponding amount of HAC ETC device frames for every vehicle at a price determined by HAC.

**8.4.** If there is more than one ETC device in a vehicle during the toll collection, the Prepaid user, the ETC postpaid user, the Electronic toll collection "ETC for government authorities" service model User and the Carrier have to properly (by using the protection foil, for example) protect the ETC device or devices they do not want to use for toll collection.

**8.5.** While passing through the ETC lane, the Prepaid user, the ETC postpaid user, the Electronic toll collection "ETC for government authorities" service model User and the Carrier have to follow the speed regulation and maintain the minimal space and time distance between vehicles when passing through the ETC lane, according to the information posted at the Toll Gate. If the Prepaid user, the ETC postpaid user, the Electronic toll collection "ETC for government authorities" service model User and the Carrier do not maintain the minimal space and time distance and suffer damages because of it (material or non-material) HAC will not be responsible for the damages and therefore will not refund the damages.

**8.6.** HAC is not responsible for the damages of the HAC ETC device, caused by improper installation or use of the HAC ETC device in a manner not allowed in these Terms and conditions, by the Prepaid user, the ETC postpaid user, the Electronic toll collection "ETC for government authorities" service model User, the Carrier or a third person.

**8.7.** The toll charged to the Prepaid user, the ETC postpaid user, the Electronic toll collection "ETC for government authorities" service model User and the Carrier while using the HAC ETC device, is invoiced according to the vehicle group mentioned on the invoice or bill of lading from article 7.6. of these Terms and conditions. If the ETC device used to pay the toll is for a vehicle that pertains to the vehicle group with a higher toll than the one mentioned on the invoice or bill of lading, HAC has the right to charge the Prepaid user, the ETC postpaid user, the Electronic toll collection "ETC for government authorities" service model User and the Carrier with the toll corresponding to the vehicle's real vehicle group.

If the Prepaid user, the ETC postpaid user, the Electronic toll collection "ETC for government authorities" service model User and the Carrier use the HAC ETC device for a vehicle in a higher vehicle group than the one registered for the given device more than three (3) times, HAC has the right to block the HAC ETC device.

Unblocking of the HAC ETC device can be done at a HAC licensed point of sale, if the User makes a written demand.

**8.8.** HAC does not have to refund the overcharged toll to the Prepaid user, the ETC postpaid user and the Electronic toll collection "ETC for government authorities" service model User if the ETC device used by the Prepaid user, the ETC postpaid user or the Electronic toll collection "ETC for government authorities" service model User for toll payment was for a lower priced vehicle group than the one mentioned in the invoice or bill of lading from article 7.5. of these Terms and conditions.

**8.9.** If a faulty ETC device, from article 1.18.2. (ii) of these Terms and conditions, was used for toll payment, HAC has the right to charge the full toll while using some other payment method.

**8.10.** If the HAC ETC device gets lost or stolen, the Prepaid user, the ETC postpaid user, or the Electronic toll collection "ETC for government authorities" service model User, has to inform HAC about it in writing as soon as possible (via a telegram, e-mail or fax, etc.). The Prepaid user, the ETC postpaid user or the Electronic toll collection "ETC for government authorities" service model User has to refund HAC for all the expenses made by using the HAC ETC device if it gets stolen, lost or misused, until HAC receives a written notification as mentioned in the previous sentence of this article. When HAC receives a notification that the HAC ETC device was lost, stolen or misused, it will block the device. If the Prepaid user, the ETC postpaid user or the Electronic toll collection "ETC for government authorities" service model User does not own another HAC ETC device (except for the blocked one) and wants to continue using the HAC electronic toll collection, he should buy a new HAC ETC device at the sales price applied on the day of making a new Sales contract. The new HAC ETC device will be connected to the same ETC prepaid or postpaid account instead of the blocked one.

## **9 Special regulations for Prepaid users and the ETC prepaid account**

**9.1.** The Prepaid user can connect more than one HAC ETC device with one ETC prepaid account. One Prepaid user can also have more than one ETC prepaid account.

**9.2.** Credit can be added to the Prepaid account:

*(i)* in HAC licensed points of sale;

*(ii)* at the Toll Gate in specifically marked lanes;

*(iii)* through the toll collection web portal <https://prodaja.hac.hr>;

*(iv)* by making a payment to the HAC giro account;

*(v)* through the SMS vouchers for adding toll credit, which can be bought at ATMs and points of sale of legal entities that have a contract with HAC concerning the commission sales of SMS vouchers and are listed on the official website [www.hac.hr](http://www.hac.hr). All information about Toll prepayment can be obtained by calling 0800-0422 for free.

**9.3.** If the HAC ETC device is used for toll collection for a vehicle from a vehicle group with a higher toll price, the Prepaid user accepts that HAC can charge him the difference to the full amount of the toll for the given vehicle group through the ETC prepaid account.

**9.4.** The Prepaid user accepts that, if the status on the ETC prepaid account is not an Acceptable status of the ETC prepaid account, HAC has the right to disable the use of his HAC ETC device for toll collection by putting it on the List of invalid HAC ETC devices.

**9.5.** The Prepaid user must make sure that, when using the HAC ETC device, he has enough credit on the ETC prepaid account for toll payments at the Toll Gate when exiting the motorway and the toll collection infrastructure.

**9.6.** If the Prepaid user does not fulfill the requirements from article 9.5. of these Terms and conditions, HAC will allow the electronic toll collection when exiting the motorway and the toll collection infrastructure, and the ETC prepaid account will register an unacceptable limit excess. The Prepaid user has an obligation of adding credit to the ETC prepaid account in the amount of the limit excess in a time limit of 30 days from the date of the limit excess. In the contrary HAC will deliver the Prepaid user a notice before starting a claim collection process and block the HAC ETC device from further use. Unacceptable limit excess means every account status with less than zero HRK of credit. The debt is settled on the day that the added credit, in the amount corresponding to the unacceptable excess limit, passes through the HAC transaction account.

**9.7.** If the Prepaid user has more than one ETC prepaid account, and one or more ETC prepaid accounts has an unacceptable limit excess during more than 30 days, HAC has the right to settle the unacceptable limit excess by charging other ETC prepaid accounts with an Acceptable status of the ETC prepaid account – the Prepaid user agrees and accepts this right. If the circumstances for this kind of charge are made, HAC will realize it by the 5<sup>th</sup> in the month for the previous month.

**9.8.** If HAC has due, but not paid, claims to the Prepaid user on the basis of the unpaid toll with other payment methods, and if the Prepaid user has an acceptable status of the ETC prepaid account on one or more of his Prepaid accounts, the Prepaid user accepts an offsetting of claims with the prepaid toll credit.

**9.9.** The Prepaid user accepts that, during the validity of the HAC electronic toll collection contract by using the HAC ETC device, HAC can ask for additional or replacement collateral and the User will provide it in the given time limit.

**9.10.** The HAC ETC can be used for toll payment 30 minutes after adding credit to the ETC prepaid account on motorways managed by HAC as well as 2 hours after adding credit to the ETC prepaid account on motorways managed by other entities.

**9.11.** The Prepaid user has the responsibility to check the status of his ETC prepaid account and to inform HAC if he finds any potential irregularities, via the free of charge phone number 0800-0422 or e-mail: [info-naplata@hac.hr](mailto:info-naplata@hac.hr).

**9.12.** If the contract for HAC electronic toll collection by using the HAC ETC device gets terminated, the Prepaid user can deliver a written demand to HAC for a refund of the remaining credit on the ETC prepaid device.

The demand can be delivered via the mail, an e-mail, fax or personally at a HAC licensed point of sale. If the Prepaid user delivered the demand for a refund of leftover credit via the mail, an e-mail or fax, HAC will refund the funds only to the bank account belonging to the Prepaid user. If the Prepaid user delivers the demand personally to a HAC licensed point of sale and presents his ID card, the funds can be returned to any account the Prepaid user wishes. The Prepaid user is responsible, under the full material and criminal liability, for the correctness and accuracy of the data written in the form for the return of the funds.

**9.13.** The Prepaid user bears all the costs (e.g. Bank provision) for a fund return from the ETC prepaid account to the Prepaid user's bank account/the account the Prepaid user designated for the refund, HAC is not responsible in any way for such costs (i.e. if the Prepaid user has a bank account in another country, the transaction cost is much higher than the one for a transaction to a bank account in Croatia).

HAC does not have to return the funds to the Prepaid user's account/the account designated by the Prepaid user, if the transaction costs are higher than the amount of the funds, which would be a loss for HAC.

If HAC has any losses caused by transferring the funds to the Prepaid user's account/the account designated by the Prepaid user, the User has to repay the losses to HAC.

**9.14.** The Prepaid user (a legal entity or a natural person) accepts that the remaining funds from the ETC prepaid account, which can be returned, will be reduced by:

(i) the discount amount depending on the HAC electronic toll collection model the Prepaid user chose,

(ii) *the amount of the bank transaction fee for the bank HAC uses and*

(iii) the amount for the commission sale if the prepaid credit was added via an SMS voucher bought from a commissioner, which has a contract with HAC concerning the commission sale of SMS vouchers.

The Prepaid user (legal entity) accepts:

(i) that the return amount will be reduced by the value added tax amount valid on the day the invoice was issued and stated on the invoice that was given to the Prepaid user.

The Prepaid user (natural person) accepts:

(i) that the amount available for a refund will not be reduced by the value added tax amount only if the User deliver a statement of his tax status.

If the Prepaid user is a natural person registered in the VAT system and also has a right of pretax deduction, the return amount will be reduced by the amount of the value added tax.

**9.15.** After receiving the Prepaid users demand and calculating the amounts HAC has the right to:

(i) accept the demand pay the Prepaid user his claim of unused financial funds from his account in a 30 day period from the day the complete demand was received;

(ii) accept the demand and offset the Prepaid user's claim with the potential claims HAC has towards the Prepaid User by delivering an offsetting notification to the Prepaid user, all within 30 days from the day the complete demand was received;

(iii) decline the demand within 30 days from receipt and send a written notification.

**9.16.** If 6 or more years passed from the last time the credit was added to the ETC prepaid account, the Prepaid user does not have a right of refund of the unused credit on his ETC prepaid account, however he has the right to use the Electronic toll collection service defined in his contract.



**9.17.** The bank account, to which the refund will be paid, must meet the legal requirements concerning payment services and finances. If the bank account number, on the demand for a refund of unused credit from the ETC prepaid account, is invalid and if it does not meet the legal requirements, HAC does not have to refund the Prepaid user until he delivers a valid bank account number that meets all legal requirements. If the Prepaid user added credit to his ETC prepaid account with card, SMS voucher or cash, HAC will not be able to refund him until he delivers correct data concerning the invoice for the payment.

**9.18.** If there is an unfounded amount of added credit made by a third person to the Prepaid user's ETC prepaid account, which will be determined by HAC based on a demand from a third person, the Prepaid user agrees that HAC has the right to reduce the credit on the ETC prepaid account by the unfounded amount of added credit, without asking for additional permission, and then notify the User by using the data from its data bases.

## **10 Special regulations for ETC postpaid users and ETC postpaid accounts**

**10.1.** The Electronic toll collection service contract and opening of the ETC postpaid account can be done at a HAC licensed point of sale. The card (credit card, oil card or service card), connected to the account, can be authorized by a PIN code or not, depending on the contract HAC has with the legal entity that issued the card. The list of cards accepted by HAC is available in a HAC licensed point of sale and on [www.hac.hr](http://www.hac.hr).

**10.2.** One card can be connected to more than one ETC postpaid account with one or more HAC ETC devices for the same vehicle group.

**10.3.** The HAC electronic toll collection contract by using the HAC ETC device between HAC and an ETC Postpaid user is effective during a period equivalent to the validity period of the card connected to the ETC postpaid account. If the ETC User wants to continue using the postpaid service, a new contract must be made according to the Terms and services valid at the time, no more than 15 days before the expiration of the old contract.

**10.4.** The ETC postpaid user agrees that, if while using the motorway or the toll collection infrastructure it is discovered that the User's card has expired and/or if the legal entity, which issued the card, cancels it, HAC has the right to charge the ETC Postpaid user with all the toll transactions made after the User was notified that his card has expired and/or was canceled. The ETC Postpaid user agrees that in the described situation the method of charging - for the toll amounts and other costs concerning the use of the motorway and the collection infrastructure registered by the ETC device - used by HAC will be issuing an invoice to the ETC Postpaid user.

**10.5.** If the HAC ETC device was used as described in article 8.7. of these Terms and conditions, the ETC postpaid user agrees that HAC can charge his card, connected to his ETC postpaid account, with the difference between the collected and full toll for the given vehicle group of the vehicle used.

**10.6.** If the ETC postpaid user is also a Prepaid user, he agrees that all the open claims of HAC for the Electronic toll collection service in the postpayment systems can be charged from the credit in

the Prepaid account until the Acceptable status of the ETC prepaid accounts is reached in such a manner so that the available funds from the Prepaid accounts are reduced by the amount of the approved discount according to the HAC electronic toll collection model and after that close the open claims with the leftover amount.

**10.7.** The ETC Postpaid user can use the HAC ETC device as a method of toll payment within the time limit of 24 hours from the moment the card connected to his HAC ETC device was accepted, depending on the entity that issued the card.

**10.8.** The ETC Postpaid user has to make sure:

*(i)* that the time limit for the use of his HAC ETC device is not limited or blocked,

*(ii)* the validity of the card connected to the HAC ETC device has not expired and/or

*(iii)* the acceptance of the card connected to the HAC ETC device has not been terminated; if these requirements are not met HAC will disable the use of the HAC ETC device at Toll Gates.

**10.9.** If the ETC Postpaid user does not follow article 10.7. of these Terms and conditions, HAC will charge him, for using the motorway with a HAC ETC device in this way, without adding the discount determined in the chosen HAC electronic toll collection model.

## **11 Special regulations for ETC postpaid users with vehicles of the III. and IV. group with a HAC ETC device related to the license plate of a specific vehicle**

**11.1.** The postpaid service contract for the vehicles of the III. and IV. group connected to the license plate of the vehicle can only be made by the owner of the vehicle, i.e. the legal entity or enterprise who owns the vehicle or a person who uses the vehicle based on a leasing contract, i.e. the owner of the ETC postpaid account for the vehicles of the III. and the IV. group can only be the owner of the vehicle, the legal entity or enterprise who owns the vehicle or a person who uses the vehicle based on a leasing contract.

**11.2.** When making the electronic toll collection contract according to the HAC electronic toll collection model with additional discount for the III. and IV. vehicle group of the euro emission class EURO IV, EURO V, EURO EEV and EURO VI, alongside the documents mentioned in article 7.2. of these Terms and conditions, the ETC postpaid service user needs to present the originals of the relevant document according to the competent legislation, which prove the euro emission class of the vehicle.

**11.3.** The ETC postpaid service user can have more ETC postpaid accounts related to the IIS HAC system for the same vehicle group and the euro emission class.

**11.4.** The HAC ETC device connected to a specific vehicle license plate can be used exclusively in the vehicle with the specific license plate.

**11.5.** If the HAC ETC device connected to the license plate of one vehicle is used in another vehicle, HAC has the right to charge the user with the complete Toll for the group of vehicles of the vehicle

used on the motorway, without the discount from the HAC electronic toll collection model and for the postpaid service for the vehicles of the III. and IV. group and without the additional euro emission class discount.

**11.6.** If the HAC ETC device connected to the license plate of a vehicle was used for another vehicle with the same license plate, but in a higher vehicle group than the one on the invoice or the bill of lading from article 7.6. of these Terms and conditions, HAC has the right of charging the toll for the group, in which the particular vehicle belongs.

**11.7.** If the HAC ETC device was used as described in article 11.5. and 11.6. of these Terms and conditions, the ETC postpaid user agrees that HAC can charge his card, related to his ETC postpaid account, with the difference between the collected and full toll for the given vehicle group of the vehicle used.

**11.8.** If the ETC postpaid user for the vehicles of the III. and the IV. group, who has a HAC ETC device connected to the vehicle license plate, is also a Prepaid user, he agrees that all the open claims of HAC for the Electronic toll collection service in the postpayment systems can be charged from the credit in the Prepaid account until the Acceptable status of the ETC prepaid accounts is reached in such a manner so that the available funds from the Prepaid accounts are reduced by the amount of the approved discount according to the HAC electronic toll collection model and after that close the open claims with the leftover amount.

## **12 Special regulations for Prepaid users with a Seasonal ETC prepaid account**

**12.1.** The seasonal prepaid period lasts from November 1<sup>st</sup> of the current year until March 31<sup>st</sup> of the following year.

**12.2.** The ETC seasonal prepaid account can be opened only in the seasonal prepaid period.

**12.3.** One ETC seasonal prepaid account can be connected with more than one HAC ETC device in the same vehicle group and one User can have more than one ETC seasonal prepaid account.

**12.4.** The obligation of the Prepaid user in the seasonal prepaid period is to add credit to the ETC seasonal prepaid account in the minimal toll prepayment amount determined by the Decision about stimulative toll payment and prepayment modules made by HAC for the seasonal prepaid period.

**12.5.** If there is an unused Toll prepayment amount in the ETC seasonal prepaid device after the expiration of the seasonal prepaid period, HAC will recalculate the amount on April 1<sup>st</sup> to another Prepaid amount according to the defined discount determined by the chosen Model of the HAC electronic toll collection for the period from April 1<sup>st</sup> to October 30<sup>th</sup> and the Prepaid user with the ETC prepaid account can use it according to these Terms and conditions.

**12.6.** If there is an unused toll prepaid amount on the Seasonal prepaid account at the start of the seasonal prepaid period, it will be recalculated on November 1<sup>st</sup> according to the discount determined by the chosen HAC electronic prepayment model for the seasonal prepaid period.

### **13 Special regulations for users of the Electronic toll collection service model "ETC for government authorities "**

**13.1.** According to these Terms and conditions a government authority is a ministry, an office of the Government, a government administrative organization and a regional government office.

**13.2.** The Electronic toll collection service between HAC and Electronic toll collection "ETC for government authorities" service model User is related to official vehicles owned by government authorities i.e. vehicles used by government authorities based on a leasing contract. The contract is terminated when the vehicle is not used as an official vehicle owned by government authorities or when the leasing contract expires or is terminated.

**13.3.** When making a contract for the Electronic toll collection "ETC for government authorities" service model a username and password for using the toll collection web portal <https://prodaja.hac.hr> will be generated.

**13.4.** HAC manages the ETC account with all transactions made by using the HAC ETC device for vehicles of the same category for the Electronic toll collection "ETC for government authorities" model User.

**13.5.** HAC will issue a monthly invoice to the Electronic toll collection "ETC for government authorities" model User with a register of all the transactions per ETC account with a due date of 30 days from the day of issue for a previous monthly period. If the Electronic toll collection "ETC for government authorities" model User does not settle the invoice by the due date, HAC has the right to block the ETC account or accounts until the debt is settled.

### **14 SMS vouchers for adding credit to the ETC prepaid account**

**14.1.** The Prepaid user can add credit to his ETC prepaid account with an SMS voucher from his mobile phone or through the toll collection web portal <https://prodaja.hac.hr>.

**14.2.** The SMS vouchers for adding credit to the ETC prepaid account can be purchased at HAC licensed points of sale, Toll Gates as well as points of sale of legal entities that have a contract with HAC concerning the commission sale of SMS vouchers. The list of legal entities that have a contract with HAC concerning the commission sale of SMS vouchers can be found on the official website [www.hac.hr](http://www.hac.hr).

**14.3.** The instructions on how to use the SMS voucher to add credit via a mobile phone can be found on the SMS voucher.

**14.4.** When adding credit to the ETC prepaid account via an SMS voucher with the mobile phone, the Prepaid User bears the cost for an SMS according to the mobile operator's price list.

**14.5.** If the credit to the ETC prepaid device from an SMS voucher is added via the toll collection web portal <https://prodaja.hac.hr> the Prepaid user has to choose the SMS voucher credit adding option in the ETC prepaid account menu and write the 14 - digit code from the SMS voucher. After the credit is added the User will get a notification about it. If the inserted code is incorrect, the User will get a notification about it.

**14.6.** If the credit for the ETC prepaid account is added through an SMS voucher via the HAC ETC mobile app, the Prepaid user has to log in, choose "Add credit" and then write the number of the ETC device, to which he wants to add credit, and the 14 - digit code from the SMS voucher. After receiving the confirmation, the credit will be on the prepaid account.

**14.7.** The HAC ETC mobile app can be downloaded for free from the App Store, Google Play and Windows Phone Store. After downloading the HAC ETC mobile app the costs of use will depend on the price lists of mobile operators and are the responsibility of the person, which downloaded the app. On the HAC ETC mobile app the User can add credit, check his account or gain access to information from the HAC official website [www.hac.hr](http://www.hac.hr) .

## **15 Internet service for adding credit to the ETC prepaid account via the toll collection web-portal**

**15.1.** Adding credit to the ETC prepaid account with Cards can be done on the toll collection web portal <https://prodaja.hac.hr>.

**15.2.** The Prepaid user needs to log in with the username and password from article 7.8. of these Terms and conditions, choose the add credit via Card option in the ETC prepaid account menu and put in at least the minimal prepaid toll credit determined in the Decision of HAC concerning the stimulative toll payment models and toll prepayment and depend on the chosen HAC electronic toll collection model. After that he needs to put in the Card and Card owner data and choose between:

*(i)* quit or

*(ii)* pay.

If he chose option (ii), the Prepaid user will receive a confirmation that the credit was added on the e-mail he put in.

**15.3.** The credit adding process has a time limitation of 15 minutes. If the process of adding credit is not finished within the 15-minute time limit, all the inserted content will be deleted. To start a new process for adding the credit the User will need to log in again to the ETC prepaid account via the toll collection web portal <https://prodaja.hac.hr> .

**15.4.** An invoice will be issued for the HAC Prepaid user for adding credit to the ETC Prepaid Account and it will be delivered on the e-mail address, which the User wrote in the credit adding process.

**15.5.** HAC does not guarantee the User that the internet service for adding credit to the ETC prepaid account via the toll collection web portal <https://prodaja.hac.hr> will be available at every

given moment. The Prepaid user is familiar with and accepts the fact that HAC is not responsible for any fault, delay, interruption of the internet service for adding credit to the ETC prepaid account caused by any event outside of reasonable control from HAC. Therefore the Prepaid user states that HAC is not responsible in the described cases by accepting these Terms and conditions.

**15.6.** The Prepaid user bears the costs for the computer equipment and services necessary to access the ETC prepaid account for the purpose of adding credit via the toll collection web-portal <https://prodaja.hac.hr>. HAC is not responsible for the electronic communication costs, internet costs or any other costs related to online adding of credit to the ETC prepaid account, it is also not responsible for any damages made by an internet disconnection while using the online ETC prepaid account service for adding credit.

**15.7.** If there are any errors during the credit adding to the ETC prepaid account via the toll collection web portal <https://prodaja.hac.hr>, the Prepaid user can send an e-mail to [info-naplata@hac.hr](mailto:info-<u>naplata@hac.hr</u>) so that the error can be removed as soon as possible.

**15.8.** Credit can be added to the ETC prepaid account by making a payment via a transfer order or internet banking to the HAC giro account IBAN HR1523400091502010330. In the "reference number" field you will need to put the first 12 digits from the ETC device. For international bank transfers the Prepaid user has to insert the SWIFT CODE: PBZGHR2XXXX as well. The time needed for registering a transfer order or internet banking transaction in the HAC system and on the ETC prepaid account depends on the conditions of the Prepaid user's bank.

**15.9.** After adding credit to the ETC prepaid account from article 15.8. of these Terms and conditions HAC will issue an invoice to the Prepaid user and send it to the address found in the HAC business system.

### **III MONTHLY TICKET TOLL PREPAYMENT**

#### **16 Special regulations for Monthly ticket prepaid users**

**16.1.** The monthly ticket is valid for 30 days from the starting date written on the ticket.

**16.2.** The monthly ticket can be used to pay the toll on a section of the motorway for a vehicle group and the vehicle with a license plate, for which the monthly ticket was issued. The monthly ticket can be used exceptionally to pay the toll even when the Monthly ticket prepaid user uses the vehicle with the license plate, for which the ticket was issued, on a section of the motorway that starts and ends within the section, for which the monthly ticket was issued.

**16.3.** The Monthly ticket prepaid user can change the license plate of the vehicle for another vehicle of the same group, for which the monthly ticket was issued, during the validity of the monthly

ticket in a HAC licensed point of sale. The Monthly ticket prepaid user will be issued a new monthly ticket with the new license plate, after handing out the old one at the HAC licensed point of sale.

**16.4.** The monthly ticket prepaid user is aware and accepts the conditions that he can only return the monthly ticket and ask for a return of the prepaid funds before the start of the validity of the monthly ticket by coming to a HAC licensed point of sale personally and filling out a form with the information of a bank account, on which the funds should be returned.

The Monthly ticket prepaid user is responsible, under the full material and criminal liability, for the correctness and accuracy of the data written in the form for the return of the funds. All the costs concerning the return of the prepaid account to the User's bank account (e.g. the bank provisions) will be paid by the Monthly ticket prepaid user and HAC will not be responsible for the given costs in any manner.

**16.5.** The Monthly ticket prepaid user accepts the condition that HAC will reduce the prepaid funds by the amount of the value added tax rate written on the monthly ticket invoice issued to the Monthly ticket prepaid user. If the Monthly ticket prepaid user is a natural person, or the purchase and return of the monthly ticket were done in the same month, the prepaid funds will not be reduced by the value added tax amount.

#### **IV OTHER RIGHTS AND OBLIGATIONS**

##### **17 Collection and processing of personal data**

**17.1.** HAC collects and processes personal data of the User according to the valid legislation concerning the protection of personal data and Regulation (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), for

(i) the purposes of making a contract for electronic toll collection, before the making of the contract itself,

(ii) the realization of the electronic toll collection contract,

(iii) using the motorway,

(iv) contacting the HAC User at the points of sale, via the customer service phone line, e-mail, or via the mail service,

(v) visiting the official website of HAC [www.hac.hr](http://www.hac.hr) .

**17.2.** For the purpose of making and realizing and electronic toll collection contract, the following data will be collected directly from the User: first and last name, OIB, ID card number, address, phone number, e-mail address, copy of the driver's license and credit card number if it is necessary

for the services defined in the contract. The data needed for certain service, i.e. for the regulation of relationship when using certain services, are collected by filling out the application and other HAC forms.

**17.3.** By using the motorway other data necessary for providing service are automatically made and collected: information about the entry and exit Toll gate, date and time of entry and exit, photographic and video information from the Toll gate, which can include the vehicle license plate and a photo of the driver and front seat passenger, depending on the conditions and angle of the camera.

**17.4.** Except for video collection of personal data at the Toll gate, the personal data of Users is collected in the same manner by video cameras at certain parts of the motorway (i.e. tunnels and junctions) for the purposes of traffic surveillance, for analysis of the status of safeness in traffic and for informing the public about traffic.

**17.5.** HAC can also process the personal data of the User for the purpose of preventing and discovering abuse and other missuses of the motorway that could damage HAC, the User and other people, as well as for the purpose of market research and analysis.

**17.6.** In case of a traffic accident, vehicle malfunction, firefighting intervention and similar uncommon events at the motorway, the employees of HAC will make written documents (reports, records, procedure diary, work diary of patrolman, order for vehicle removal), which can, depending on the type of the uncommon event, include personal data of the participants, i.e. vehicle owners, like: first and last name, OIB, ID card or passport number, address, license plate number, security policy number and photos taken at the scene of the event.

**17.7.** The phone calls between the Users and HAC employees can be recorded and used for the purpose of bettering the service and improving the quality of work of HAC employees and User complaint management. The User will be informed that the conversation is being recorded before the start of the conversation.

**17.8.** HAC has the right, based on legitimate interest, to use the contact data of the User for promotional notifications of its services and products, however the User can, at any time, hand out a declaration, via e-mail or personally at HAC sales offices, stating that he does not want to receive promotional materials anymore.

**17.9.** The personal data is collected, stored and processed during the time necessary to realize the purpose, for which it was collected. The User data is kept during the active period of the contract and after the contract expires if there is a legal obligation or a legitimate interest of HAC, like collection of claims from User, the data will be preserved for 5 years according to the general statute of limitation.

The personal data collected by video are preserved depending on the capacity of the video surveillance system, no longer than 6 months, except when the law dictates that the data needs to be preserved longer or if it is used as an evidence in a court or some other legally equally valid case.

**17.10.** HAC will not give the personal data of its Users to other recipients without permission from the User himself. However, if it is necessary for some service (e.g. adding credit via the web,



postpayment service via card, postal delivery), personal data of the User necessary for the realization of the given service will be provided to a third person.

HAC will also provide certain personal data of the User, collected by using the motorway, to other legal entities if they are hired by HAC for the purpose of data processing, in which case they have an obligation of protecting the personal data of the Users according to the valid legal regulations.

**17.11.** Based on a written demand by a competent government authority (e.g. the court or the police), based on valid legal regulations, HAC has an obligation of providing them access to the personal data of Users.

**17.12.** According to the valid legal regulations concerning the protection of personal data and the General data protection regulation, on demand of the User and based on the legal basis of the processing of certain personal data, HAC will allow access, limit processing, transfer, correction and deleting of personal data. The Users can activate the abovementioned rights by sending a demand to the e-mail addresses: [info-naplata@hac.hr](mailto:info-naplata@hac.hr) and [sluzbenikzazop@hac.hr](mailto:sluzbenikzazop@hac.hr) , by sending it through the regular post or handing it out personally at the HAC licensed points of sale.

The Policy of personal data processing and protection of the company Hrvatske autoceste d.o.o. is available on the official website [www.hac.hr](http://www.hac.hr) .

## **18 Obligations and responsibilities of HAC**

**18.1.** HAC will issue an invoice with the total toll and VAT for using the motorway to every User, except for the Prepaid user, ETC postpaid user and Carrier.

**18.2.** The User from article 18.1. of these Terms and conditions, who is a VAT taxpayer according to the value added tax regulations has a right to get a replacement R-1 invoice if he delivers the original invoices taken at the Toll Gate, his personal company or enterprise information on the address:

Hrvatske autoceste d.o.o., Toll collection sector  
Jadranska avenija 6, 10250 Zagreb

**18.3.** HAC has to issue an invoice, according to the valid legislation, to a Prepaid user following every credit adding payment to the ETC prepaid account in the Licensed point of sale.

**18.4.** HAC will issue an invoice to a ETC postpaid user every month during the validity of the prepaid contract, with a list of transactions from the previous month. HAC has the right to make a contract with the entity that issued the card, which allows the entity that issued the card to issue invoices to the ETC postpaid user.

**18.5.** If the HAC electronic toll collection stops working for a period of time, HAC will enable the system in the shortest time possible.

**18.6.** HAC is not responsible for any potential damages caused to the User because of a temporary crash down of the HAC electronic toll collection system and the inability to use the HAC ETC device. HAC is not responsible to the User for the functioning of the interoperational toll collection system for motorways A1, A6 and A10 nor for the toll payment system managed by other entities.

## **19 Complaints**

**19.1.** Users can give their complaints via the free of charge phone number: 0800-0422 and by sending an e-mail to: [info-naplata@hac.hr](mailto:info-naplata@hac.hr). If the complaint given was in another language and not in Croatian, all HAC correspondence with the given User will be in English.

**19.2.** HAC will give an answer to all complaints, which have the data needed for a reply, within the statutory period. If the complaint was written by hand, all the data needs to be written clearly.

## **V FINAL STATEMENTS**

### **20 Jurisdiction and legislation**

**20.1.** For the relationship between HAC and the User that comes out of using the motorway and toll collection infrastructure managed by HAC the jurisdiction falls under the Croatian legislation.

**20.2.** In case of a court process the competent court is the court in Zagreb.

### **21 Publication, validation and application of the Terms and conditions**

**21.1.** When these Terms and conditions come into effect the ones before them become ineffective.

**21.2.** The Prepaid user, who made a contract with HAC before these Terms and conditions, about using the motorway and the toll collection infrastructure, came into effect has the right to inform HAC that he does not accept the Terms and conditions, which will terminate the contract for using the motorway and toll collection infrastructure.

If the Prepaid user does not deliver a written notification concerning the matter mentioned in the previous sentence, it will be implied that he accepts these Terms and conditions as a part of the contract for the use of motorways and toll collection infrastructure and as a replacement of the previous Terms and conditions.

**21.3.** These Terms and conditions can be found on the bulletin boards of HAC toll gates and on the official website [www.hac.hr](http://www.hac.hr). Every User can download them from the official website [www.hac.hr](http://www.hac.hr)

**21.4.** Changes and additions to these Terms and conditions and new terms and conditions, which define the issues of tolls and replace these Terms and conditions, will be published by HAC according to article 21.3. of these Terms and conditions. They will be put into effect at the day of publishing and applied on the contracts for use of motorway and toll collection infrastructure managed by HAC with all the Users, no matter what kind of an account they choose.

**21.5.** Independently of the regulations of the previous article, the corrections of the Terms and conditions, their changes and additions, as well as the changes of contact information and significant changes for all the Users will be put into effect on the day of publishing.

**21.6.** These Terms and conditions are valid from June 1<sup>st</sup> 2019.