

GENERAL CONDITIONS OF USE
for the "Digital Route Toll Flex" service ("GTU-Flex")

Edition: 30.07.2024

Any gender-specific terms and names used in these GTU-Flex refer to all genders equally.

1. ASFINAG and "ASFINAG Toll Shop"

1.1. The Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft (short: „ASFINAG“) operates and is the media owner of the "ASFINAG-Toll Shop" in the Internet under <https://shop.asfinag.at> (for short: "Toll Shop") or the ASFINAG-App for iOS or Android (for short: "App"; as far as not differentiated in the following, in each case for short: "ASFINAG Toll Shop"). ASFINAG is a company incorporated under the ASFINAG act, the shares of which are wholly owned by the Republic of Austria: Autobahnen- und Schnellstraßen- Finanzierungs-Aktiengesellschaft; branch office: Schnirchgasse 17, 1030 Vienna, Austria; contact: Tel +43 (0) 50 108-10000, Fax +43 (0) 50 108-10020, E-mail office@asfinag.at; Commercial register number and court.: FN 92191 a, Commercial Court of Vienna, VAT identification number: ATU 43143200; business purpose: The financing, planning, construction and maintenance of federal roads, including the necessary and appropriate infrastructure, the collection of time and mileage dependent tolls from the users of these roads as well as the operation of ASFINAG insofar as they have been received for the purposes of the planning, construction and maintenance of federal roads, the exploitation and management of areas not directly used for transport and the land and buildings which are the property of ASFINAG pursuant to the Federal Act on the Procurement and Transfer of Federal Roads (Article 5 of the Federal Highway Transfer Act), as well as the implementation of parts of the service agents in the system for digital accounts, rolling stock for road transport; applicable laws and regulations: [ASFINAG act](#), [ASFINAG Authorization Act 1997](#), [Federal Road Toll Act](#) and Road Specialization Laws ([Arlberg expressway financing law](#), [Federal Law concerning the financing of the Innsbruck-Brenner motorway](#), [Karawanken motorway financing law](#), [Pyhrn motorway financing law](#) and [Tauern motorway financing law](#)), [vignetten pricing regulation](#) and [toll regulations](#).

1.2. With the usufruct contract concluded under the ASFINAG Enabling Act in 1997, ASFINAG was granted the right of usufruct of all motorways and expressways. As a result, ASFINAG has the right to collect tolls from all users; this is based on the respective valid tolling regulations and the General terms of use ("GTU"), which are part of these GTU-Flex, in addition to the statutory basis.

1.3. The BStMG (Federal Road Toll Acts) regulates the payment of time-based tolls and section tolls for single-lane motor vehicles and for multi-lane motor vehicles with a maximum technically permissible laden mass of no more than 3.5 tonnes. Pursuant to § 33 para. 18 no. 8 BStMG (Federal Road Toll Acts), motor vehicles with a maximum technically permissible laden mass of no more than 3.5 tonnes that were registered before 1 December 2023, and for which the maximum permissible total weight was set at no more than 3.5 tonnes before 1 December 2023, are deemed to be vehicles with a maximum technically permissible laden mass of no more than 3.5 tonnes until 31 January 2029 and are therefore subject to the time-based toll or section toll. The "Digital section toll Flex" (hereinafter referred to as the "Flex") is available by registering the vehicle license plate number in the toll system. To enable registration and the use of the service, ASFINAG operates

the ASFINAG toll shop.

- 1.4. There are no additional costs for the user in connection with the use of the ASFINAG Toll Shop. The registration to Flex is free of charge; see point 3 for the prices of the single journeys of the respective route sections. Any costs for the use of the data in connection with the user's (mobile) telecommunication means are charged against the user's telecom service provider.
- 1.5. The procurement of the digital section toll is a legal obligation. FLEX may only be registered via the ASFINAG toll shop within the EEA, Switzerland and the United Kingdom of Great Britain and Northern Ireland. Registration is based exclusively on these GTU, the integral documents referred to and the statutory provisions. Other conditions - in particular terms of purchase of the customer - are excluded.
- 1.6. The GTU-Flex (together with the corresponding period of validity) can be found under the following link: <https://shop.asfinag.at/en/anbflex>, whereby they are always provided so that they can be stored and reproduced by the user.

2. Prerequisite for the use of Flex and the customer account

- 2.1. In order to use the FLEX offered by ASFINAG, registration in the ASFINAG toll shop is required. Registration may only be carried out by the registration holder (hereinafter referred to as the "customer") of the vehicle license plate (or several vehicle license plates) to be registered. The vehicle license plate entered by the customer is activated for FLEX after successful registration. Correct registration is only confirmed and FLEX may only be used as authorisation to use the section toll road network when the vehicle licence plate of the registered vehicle appears in the vignette registry. The vignette registry is available at <https://evidenz.asfinag.at>. FLEX applies to all ASFINAG section toll segments.
- 2.2. The data provided by the customer will be stored by ASFINAG. After the customer has registered in the ASFINAG Toll Shop under "My Account", it is granted access to its data as well as various processing and modification options in connection with the data provided.
- 2.3. The customer account is personal and non-transferable. The customer must take the necessary measures to ensure the confidentiality of the information on its customer account, in particular the access data. In the event of loss or theft of access data to the Customer Account or suspicion that the customer account is being used by a third party, the customer shall immediately inform ASFINAG of the contact information provided.
- 2.4. The customer undertakes to keep up to date the information provided for the creation of its customer account, in particular the billing and contact information, the vehicle license plate number and the payment method selected by the customer (credit card data). Non-compliance with this obligation shall entitle ASFINAG to suspend or completely block Flex for the customer.

3. Prices, due date and payment default

- 3.1. The price of the section toll shall be based on the rate valid at the time of use of the section toll segment. The price is paid automatically using the means of payment stored in the customer's account at the time. Within 365 days of the first passage, a maximum of the rate of a multi-trip card (available at www.asfinag.at) valid at the time of the first passage must be paid for each section toll

segment, irrespective of the number of trips made. For this purpose, the rate of the single trips made within 365 days of the first passage (on entire sections and toll road subsections or the Bosruck and Gleinalm sections of the A 9) are totalled and the rate of the single trip is not charged or not charged in full for those trips within 365 days of the first passage that would lead to the rate of the multi-trip card being exceeded. Single trips that are not paid for with FLEX are not taken into account. As no multi-trip card is offered for the A 11 Karawanken motorway, the applicable rate for a single trip must always be paid for FLEX too, regardless of the number of trips made.

- 3.2. The customer undertakes to pay the applicable rate for the respective section toll segment or subsection used. All rates of the respective section toll segments are available at www.asfinag.at. Only the current single trip rates apply at the time of use of the section toll segments. These are final prices which include the particular legally prescribed value added tax.
- 3.3. Before each trip, the driver must ensure that the motor vehicle license plate has been registered to enable the correct payment of the section tolls by FLEX by querying the vehicle licence plate in the vignette registry. If the vehicle licence plate is registered for FLEX, the rate for a single trip valid at the time of the trip will be debited from the means of payment saved at the time the toll section is used, both when using the entire section and when using a toll road subsection of a section toll segment and, in the case of the A 9, when using the Bosruck and Gleinalm sections after passing through the toll station (starting the single trip).

The section toll due for the respective toll section is deemed to have been properly paid after 28 days of using the toll section, provided the vehicle licence plate number was registered for FLEX at the time of passing through the toll station and payment of the section toll rate due has been made within 28 days of using the section toll segment. This applies both when using the entire section and when using a toll road subsection of a section toll segment, and in the case of the A 9 motorway when using the Bosruck and Gleinalm sections.

If the transaction fails or is refused for other reasons, the customer will receive a request for subsequent payment to the e-mail address saved in the toll shop with the request to pay the amount stated therein within 28 days, provided that they were properly registered at the time of using a section toll segment and their vehicle licence plate is entered in the vignette registry.

- 3.4. The customer is obliged to ensure that its means of payment is valid and that the stipulated account has sufficient funds. If collection is not possible from the means of payment saved at the time the toll section is used (for whatever reason), the FLEX service will be blocked at the end of the same day. From this point, the vehicle licence plate is no longer considered registered for the purposes of FLEX for the duration of the block and the vehicle licence plate no longer appears in the vignette registry as registered for FLEX.

In the event of a block, FLEX must be reactivated under "My account" in the personal user account and an alternative payment method must be entered.

- 3.5. The customer expressly agrees that notification by e-mail is the only form of notification on the part of ASFINAG. The customer undertakes to regularly check its e-mail account.

4. Information

- 4.1. The customer has the option to view current list of the billed route tolls in its customer account.

- 4.2. The customer is obliged to notify ASFINAG immediately of any irregularities in this list, or if they themselves are of the opinion that a journey for which a route toll was charged should not have been charged to its account.

5. Liability

- 5.1. The customer is liable for the correctness of their personal data, in particular for the correctness of the indicated license plate (or several license plates). Any incorrect information shall be borne by the customer.
- 5.2. Customers who entitle other persons to make journeys for which a toll is charged at the expense of its own account, for example by allowing use of its own vehicle, shall be liable for all charges arising from this use and shall indemnify and hold ASFINAG harmless.
- 5.3. The customer shall be liable, regardless of fault, for all liabilities or disadvantages arising from the use of its customer account by a third party.
- 5.4. ASFINAG shall be liable to consumers in accordance with the general statutory warranty provisions applicable to consumers laid down in §§ 922 to 932a of the General Civil Code ("ABGB").
- 5.5. Companies are subject to the obligation to check and the obligation to lodge complaints in accordance with § 377 of the Corporate Code ("UGB").
- 5.6. Liability on the part of ASFINAG for damages for slight negligence is excluded both towards consumers and towards companies. This exclusion of liability shall not apply to personal injury, mandatory liability laws and to breaches of primary contractual obligations towards consumers. Furthermore, the liability towards companies in case of gross negligence is limited to the positive damage, whereby the above exceptions to the exclusion of liability also apply here.

6. Information on complaints and dispute resolution for consumers

- 6.1. The EU online dispute resolution platform for online contracts with consumers can be found at <http://ec.europa.eu/consumers/odr/>.
- 6.2. The Austrian arbitration office for consumer transactions can be found at <http://www.verbraucherschlichtung.or.at/>.
- 6.3. ASFINAG is not obliged to participate in any of these alternative dispute settlement procedures.
- 6.4. Requests, suggestions and complaints should be addressed to: info@asfinag.at.

7. The consumers right of withdrawal from the purchase of the digital route toll

- 7.1. Consumers are granted the right to withdraw from the contract concluded in distance selling via Flex within fourteen days without giving reasons. The withdrawal period begins with the day on which the contract is concluded.
- 7.2. In the course of registering with FLEX, the customer shall request from ASFINAG that single trips procured via FLEX can be used immediately (prematurely, i.e. before expiry of the withdrawal

period) and the customer shall confirm within the meaning of §§ 10, 18 para. 1 no. 1 FAGG that there is no right of withdrawal if the single trip is used via FLEX (upon commencement of the single trip or upon passing through the toll station).

- 7.3. To exercise the right of withdrawal from the Flex contract concluded by distance selling, the customer can terminate Flex at any time under "My account" or the consumer can inform ASFINAG of their decision to withdraw from the contract by a clear declaration of withdrawal (e.g. e-mail to widerruf-shop@asfinag.at, a letter sent by post, fax). The declaration of withdrawal is not subject to any condition of form. Consumers can use the sample withdrawal form provided at the end of this GCU, but this is not obligatory. The withdrawal period shall be respected when the withdrawal notice is sent within the deadline. Please indicate the product ID(s) concerned, so that the corresponding withdrawal confirmation can be processed quickly and efficiently.
- 7.4. To ensure the quickest and most efficient processing of declarations of withdrawal, ASFINAG requests that declarations of withdrawal be sent by e-mail.
- 7.5. As the Flex contract concluded in distance selling is free of charge, no repayment will be made. Otherwise the following applies: If the withdrawal is justified and made within the time limits, all payments made by the consumer will be reimbursed without delay and at the latest within 14 days from the date of receipt of the withdrawal notice, using the same means of payment as the consumer used for the processing of the payment.

8. Choice of law for consumers and companies and place of jurisdiction for companies

- 8.1. Austrian law shall apply exclusively to the exclusion of the standard of reference and of the UN purchase right. This choice of law does not restrict the customer, who is a user, in the mandatory and beneficiary rights of its native country.
- 8.2. In so far as the customer is not a consumer, exclusive jurisdiction for all claims and any disputes arising out of and on the basis of this legal relationship and the handling thereof is the court of jurisdiction for the first district in Vienna, Austria.

9. Severability clause for companies

- 9.1. The following applies to entrepreneurs, but not to consumers: The invalidity or impracticability of individual provisions of these terms of use does not affect the effectiveness of the remaining provisions. An ineffective or impracticable provision shall be replaced by an effective provision, which is closest to its economic purpose. The same applies to any gaps.

Appendix: Sample revocation form for consumers

If you are a consumer and would like to withdraw from the Flex contract, please fill out this form and send it back if possible **via e-mail, although this is not obligatory**:

To
Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft
pA ASFINAG Maut Service GmbH
Schnirchgasse 17
1030 Vienna

E-Mail: widerruf-shop@asfinag.at

Fax: +43 (0) 50 108-10020

I/we (*) hereby terminate the Contract with Flex concluded by me/us (*), concluded on:
_____.

Licence plate number and country of registration: _____.

E-mail address of customer's account: _____.

Name of consumer(s): _____.

Address of consumer(s): _____.

Signature of the consumer(s) (only for paper communications):

_____.

Date: _____.

(*) *Delete as appropriate.*