

**GENERAL CONDITIONS OF USE ("GCUs")
for procuring ASFINAG digital toll products in the ASFINAG toll shop (including the
ASFINAG app)**

Valid from 11.06.2025

The gender-specific terms and names used in these GCUs include both the male and female forms equally.

1. ASFINAG and "ASFINAG toll shop"

- 1.1. Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft ("ASFINAG" for short) operates and is the media owner of the Webshop at <https://shop.asfinag.at> ("toll shop") and the ASFINAG app for iOS or Android (short for: the "app"; unless otherwise specified below, in each case: the "ASFINAG toll shop"). ASFINAG is a public limited company established under the ASFINAG Act, whose shares are wholly owned by the Republic of Austria: Autobahn- und Schnellstraßen-Finanzierungs- Aktiengesellschaft; subsidiary: 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, Vienna Commercial Court; VAT number ATU 43143200; object of the company: The financing, planning, construction and maintenance of federal roads, including the necessary and appropriate infrastructure, the collection of time- and mileage-based tolls from the users of these roads and the servicing of the liabilities entered into by the Autobahn- und Schnellstraßen-Finanzierungs-Aktiengesellschaft with the authorisation of the Federal Minister of Finance, insofar as they were entered into for the purposes of the planning, construction and maintenance of federal roads, the utilisation and administration of areas not directly used for traffic as well as the land and buildings that were transferred into the ownership of the Autobahn- und Schnellstraßen-Finanzierungs-Aktiengesellschaft on the basis of the Federal Act on the Abandonment and Transfer of Federal Roads (Article 5 of the Federal Road Transfer Act), as well as the implementation of parts of the operational agenda in the system for digital control devices in road traffic; applicable commercial and professional regulations: the [ASFINAG Act](#), the [ASFINAG Enabling Act 1997](#), the [Federal Roads Toll Act](#) including special road financing laws (the [Arlberg Expressway Financing Act](#), the [Federal Act on the Financing of the Innsbruck-Brenner motorway](#), the [Karawanken motorway Financing Act](#), the [Pyhrn motorway Financing Act](#) and the [Tauern motorway Financing Act](#)), the [Vignette rates](#) and the [Tolling Regulations](#).
- 1.2. With the usufruct agreement concluded under the ASFINAG Authorisation Act in 1997, ASFINAG was granted the right of usufruct of all Austrian 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 that form part of these GCUs, in addition to the statutory basis.

- 1.3. The Austrian Federal Roads Toll Act (BStMG) regulates the payment of time-based tolls or section tolls in Austria. The purchase of a digital vignette or a digital section toll product (individually or collectively referred to as a "digital toll product") is possible by registering the license plate number in the toll system. ASFINAG operates the ASFINAG toll shop in order to enable this registration or the procurement and management of the digital toll products.
- 1.4. The ASFINAG toll shop is available for the procurement of digital toll products in the following languages: German (standard), English, Croatian, Slovenian, Slovakian, Italian, Czech, Hungarian, French, Turkish, Polish, Dutch, Romanian and Danish. For companies (see item 3.2), only the standard language is legally binding.
- 1.5. There will be no costs incurred by the user in connection with the use of the ASFINAG toll shop. Any costs for the use of data in connection with the user's (mobile) telecommunication means are charged against the user's telecom service provider.
- 1.6. The procurement of the digital toll products is a legal obligation. Online procurement is possible from the ASFINAG toll shop exclusively within Austria, the EU, the EEA states, as well as Switzerland and the United Kingdom of Great Britain and Northern Ireland. Procurement is based exclusively on these GCUs, the integral documents referred to and the statutory provisions. Other conditions – in particular terms of purchase of the purchaser – are excluded.
- 1.7. These GCUs apply from 11.06.2025. These GCUs and an archive of previous GCUs (including the corresponding period of validity) can be accessed at the following link: <https://shop.asfinag.at/de/anb>, whereby they are provided in such a way that they can be saved and reproduced by the user.

2. Toll sticker or digital vignette i.d section toll or digital section toll and "digital subscription"

- 2.1. In accordance with the Tolling Regulations, consumers can use the digital annual vignette and the digital two-month vignette, when purchased via distance selling, no sooner than 18 days after the purchase. Otherwise, in the case of the ten-day vignette and the one-day vignette, the start of validity can be freely chosen within the respective vignette year and, if it can already be procured, the following vignette year (1 December to 30 November of the following year), at the respectively valid toll rate (also within the fourteen-day withdrawal period in accordance with FAGG). If the start date is within the 14-day withdrawal period, ASFINAG will ask the consumer to expressly declare a request for early fulfilment of the contract and confirmation that the consumer has taken note of the possible loss of the right of withdrawal in the event of complete (partial) fulfilment of the contract (independent partial performance is the enabling of the use of national highways per calendar day or period of validity of a one-day vignette). Customers have the choice of opting for the type of toll payment that is most advantageous for them.
- 2.2. In accordance with the Tolling Regulations, the start date of the digital multi-trip card can be freely selected for consumers (also within the fourteen-day withdrawal period in accordance with the FAGG), even when purchased via distance selling. If the start date is within the 14-day withdrawal period, ASFINAG shall request the consumer to expressly declare a request for early fulfilment of the contract and confirmation that the consumer has taken note of the possible loss of the

right of withdrawal in the event of complete (partial) fulfilment of the contract (independent partial performance is the enabling of the use of national highways in the section toll area (respective passage at the toll station) in the sense of a single trip) (see details under item 6.3).

- 2.3. ASFINAG also offers the purchase of a subscription for digital annual vignettes or digital multi-trip cards in the ASFINAG toll shop (individually or collectively: "digital subscription", for details, see item 9).

3. Purchase of the digital vignette by a consumer

- 3.1. See item 2 for general information on obtaining the digital vignette via distance selling or from ASFINAG machines or ASFINAG points of sale.

- 3.2. Consumers are those who purchase digital vignettes and the procurement does not relate to the business of their company or those who do not declare themselves as a company in the procurement process (see item 5). A company or business is any permanent organisation of independent economic activity, whether profit-oriented or not; legal entities are always regarded as companies.

- 3.3. The consumer is clearly informed about which payment methods are accepted at the start of the ordering process. The individual technical steps are illustrated in the toll shop and are self-explanatory, namely by the following steps

- Product category selection: Here, the user selects between a digital vignette and a digital section toll.
- Vehicle type selection: Here, the user selects between a car and a motorcycle.
- Product selection: Recipients can initially place the toll products in their shopping cart without obligation.
- Shopping cart: Here, the selected products and their total costs are displayed to the recipient. The purchaser can delete products here.
- Product configuration: Here the country of registration and the license plate number must be input (both twice to prevent input errors). If the purchaser does not have a standard license plate number, the syntax of the license plate number is not checked further. The purchaser can also select the start of validity depending on the product specification (see item 2.1).
- Payment information: In order to be able to send the purchaser, in particular, the order confirmation (see item 3.4) or an optional process reminder, it is necessary to enter an e-mail address (twice to prevent input errors). In addition, the purchaser must specify the payment method. Optionally, the data of the invoice recipient can be entered (mandatory for purchases with a value in excess of EUR 400 (gross)).
- Order overview: Here, the selected products and their total costs are displayed to the recipient. The purchaser can delete products here. By going back in the purchase process,

the purchaser is provided with an appropriate, effective, and accessible technical means to correct input errors before submitting their procurement declaration. The purchaser must confirm the validity of the GCUs including acceptance of the electronic invoice delivery by e-mail and any premature fulfilment of the contract and its consequences (see item 2.1) by ticking a box. By pressing the "ORDER WITH OBLIGATION TO PAY" button, the purchaser confirms the subscription declaration.

- **Payment:** The purchaser is forwarded to the respective payment provider for the selected payment method, where the purchaser processes the payment. This entire transaction must be performed exclusively by the payment provider so that the supplementary terms and conditions of the payment provider upon which ASFINAG has no influence can be applied.
- **Order confirmation:** As soon as ASFINAG has received confirmation from the payment provider that the payment has been successfully completed, the purchaser is transferred to the confirmation page.

3.4. After completing the purchase, the purchaser will immediately receive a confirmation of their procurement declaration or the order confirmation of the purchased digital vignette(s) to the email address they specified, including any confirmation of the consumer's request for early fulfilment of the contract, including the consumer's acknowledgement of any loss of their right of withdrawal. This e-mail to the purchaser also includes the applicable GCUs including sample revocation form for consumers (see also item 4) and the invoice.

3.5. The procurement process is stored by ASFINAG. After the purchaser has registered in the ASFINAG toll shop in the customer account, they are granted access to their purchase data as well as various processing and modification options in connection with their selected products (see details in item 11). Registration for the customer account is possible online at any time and at no extra cost.

4. The consumer's right of withdrawal from the purchase of the digital vignette

4.1. In accordance with the Tolling Regulations, consumers buying via distance selling are entitled to withdraw from their purchase of the digital vignette within fourteen days without giving a reason. The withdrawal period begins with the date of purchase.

4.2. In order to exercise their right of withdrawal, the consumer must inform ASFINAG of their decision to withdraw from the purchase with a clear statement (e.g. by sending an e-mail to widerruf-shop@asfinag.at or a letter in the post). The declaration of withdrawal is not subject to any condition of form. Consumers can use the sample withdrawal form provided at the end of these GCUs, but this is not obligatory. The withdrawal period shall be respected when the withdrawal notice is sent within the deadline. The effect of a legally valid withdrawal takes effect upon receipt by ASFINAG. Please indicate the product ID(s) concerned, so that the corresponding withdrawal confirmation can be processed quickly and efficiently.

4.3. In order to ensure the fastest and most efficient processing of withdrawal confirmation, ASFINAG requests that withdrawal confirmations are sent by e-mail to widerruf-shop@asfinag.at and, if possible, include the information given in the sample withdrawal form at the end of these GCUs.

4.4. With regard to the legal consequences, a distinction must be made between the following cases of withdrawal from the purchase of digital vignettes within the 14-day withdrawal period:

- Effective withdrawal before the selected start date: all payments made by the consumer will be refunded by ASFINAG.
- Effective withdrawal after the selected start date but before ASFINAG has provided the service in full, i.e. the possibility to use the national highways until the start of the last day of the period of validity of the ten-day vignette: ASFINAG shall refund the payments made by the consumer less the pro-rata fee based on the market value of the granting of the possibility to use the national highways (in accordance with the guidelines of the DG Justice in conjunction with the BStMG [Federal Roads Toll Act] and/or vignette prices directive: the toll rate for a one-day vignette is deducted for each validity day or part thereof) until the withdrawal takes effect. If the pro-rata fee exceeds the payments made by the consumer, ASFINAG will not issue a refund.
- Withdrawal after the selected start date and after ASFINAG has provided the service in full, namely the granting of the possibility to use the national highways at the beginning of the period of validity of the one-day vignette or at the beginning of the last day of the period of validity of the ten-day vignette: the right of withdrawal does not apply and no refund will be made to the consumer.

Refunds will be made by ASFINAG without delay and at the latest within 14 days of receipt of the timely and effective withdrawal notice, whereby the same means of payment used by the consumer to make the payment will be used for the refund.

5. Purchase of the digital vignette by a company

- 5.1. See the general terms relating to the purchase of a digital vignette under item 2.
- 5.2. Companies can select the "Company" customer type before and during the purchase process. The person acting on the company's behalf thereby confirms that they are procuring the digital vignette(s) as part of their duties to carry out the toll payment on behalf of their company. For the purchase of the digital vignette, what is regulated for consumers in items 3.3 to 3.5 also applies analogously for companies, with the following exceptions: In the case of companies, all **digital vignettes can also be made valid immediately** after purchase. Companies are not entitled to withdraw from the contract in accordance with item 4.

6. Purchase of the digital section toll by consumers

- 6.1. See the general terms relating to the purchase of a digital section toll via distance selling under item 2.
- 6.2. The definition of a consumer is defined for the digital section toll in item 3.2.
- 6.3. For the purchase of the digital section toll by consumers, the provisions in items 3.3 to

3.5 apply mutatis mutandis, with the following special features for the section toll:

- Product selection: here, the purchaser of a multi-trip card can also choose the start of the 365-day period of validity in accordance with item 2.2 or opt for a single trip.
- In the case of purchasing a single trip or a multi-trip card with a start date within the 14-day withdrawal period, the consumer declares by ticking the appropriate box their express wish that the granting of the possibility to use the national highways should begin immediately or with the start date and in particular before the end of the withdrawal period (see item 7). This allows the consumer to begin the single trip immediately and use the product upon passing through the toll station. There is no right of withdrawal once the single trip/passage through the toll station has started.

7. The consumer's right of withdrawal from the purchase of the digital section toll

7.1. Consumers have the right to withdraw from the purchase of a digital section toll within fourteen days without giving reasons. The withdrawal period begins with the date of purchase.

7.2. With regard to the legal consequences, a distinction must be made between the following cases of withdrawal from the digital section toll within the 14-day withdrawal period:

- Effective withdrawal before passing through the toll station or before the selected start date: payments made by the consumer for this purpose will be refunded by ASFINAG.
- Effective withdrawal after the selected start date but before ASFINAG has provided the full service, i.e. the possibility of using the national highways subject to the section toll until the start of the last day of the period of validity of the multi-trip card: ASFINAG shall refund the payments made by the consumer less the pro-rata fee based on the market value of the granting of the option to use the national highways subject to section toll (in accordance with the guidelines of the DG Justice in conjunction with the Tolling Regulations: the toll rate for the respective section toll single trip is deducted for each passage) until the withdrawal takes effect. If the pro-rata fee exceeds the payments made by the consumer, ASFINAG will not issue a refund.
- Withdrawal after ASFINAG has provided the service in full, namely the granting of the option to use the national highways subject to the section toll with passage through the toll station: the right of withdrawal does not apply and no refund will be made to the consumer.

7.3. Otherwise, the right of withdrawal from the purchase of the digital section toll shall be deemed to be the same as defined in item 4.

8. Purchase of the digital section toll by companies

8.1. See the general terms relating to the purchase of a digital section toll under item 2.

8.2. Companies can select the "Company" customer type before and during the purchase process. The person acting on the company's behalf thereby confirms that they are procuring the digital section

toll as part of their duties to carry out the toll payment on behalf of their company. Companies are not entitled to withdraw from the contract in accordance with item 7.

8.3. Otherwise the regulation in item 6 for consumers also applies the same way to companies.

9. Purchase of the digital subscription by consumers and consumer's right of withdrawal

9.1. For the purchase of digital subscriptions by consumers in the ASFINAG toll shop, the provisions set out in item 3 apply to digital annual vignettes and those set out in item 6 apply to digital multi-trip cards, with the following special features:

- Product selection: in order to be able to purchase digital subscriptions, the purchaser must register in the customer account (see item 11). A digital subscription is an unlimited procurement of digital annual vignettes or digital multi-trip cards similar to a subscription contract.
- Validity upon first procurement: The start of validity for the first procurement of the digital annual vignette as part of the digital subscription is in accordance with item 2.1. The start of validity for the first procurement of the digital multi-trip card as part of the digital subscription begins in accordance with item 2.2.
- Validity of subsequent purchases: a digital annual vignette purchased as part of the digital subscription is valid from the date on which the purchase price is debited. A digital multi-trip card purchased as part of the digital subscription is valid from the day following the last day of validity of the previous multi-trip card.
- Prices: there is no separate charge for the digital subscription. Only the applicable price for the digital annual vignette or multi-trip card will be charged.
- When the digital subscription is taken out for the first time, the price for the current digital annual vignette or multi-trip card is debited during the subscription process. In subsequent years, digital annual vignettes will be debited at the start of January and digital multi-trip cards 20 days before the start of validity of the new multi-trip card.
- The purchaser of a digital subscription will be informed by ASFINAG by e-mail in good time before the end of the current period of validity about their digital subscription, the right to withdraw, changes to the GCUs or other functionalities in connection with the digital subscription.
- The digital subscription has no minimum term and can be withdrawn from at any time without specifying a reason up to 3 days before payment is debited exclusively in the customer account. As soon as the digital subscription has been debited, it is no longer possible to withdraw from the current digital annual vignette or multi-trip card. An unsuccessful debit is deemed to be a timely withdrawal from the digital subscription. The purchaser will be informed of the successful or unsuccessful debit by e-mail to the e-mail address stored in the customer account.

9.2. ASFINAG grants consumers the right to withdraw from the conclusion (initial purchase) of the digital subscription via distance selling within 14 days without specifying a reason. The withdrawal period

begins on the day of the first purchase of the digital subscription. The provisions of item 4 shall apply accordingly to the exercise and consequences of the right of withdrawal from the digital subscription. The right of withdrawal applies exclusively to the purchase of the digital subscription and does not apply to subsequent purchases of digital annual vignettes or multi-trip cards as part of the digital subscription.

10. Purchase of the digital subscription by companies

- 10.1. Companies can select the "Company" customer type before and during the digital subscription procurement process. This confirms that they are purchasing the digital subscription as part of their business activity, carrying out the toll payment on behalf of their company.
- 10.2. For the purchase and withdrawal by companies, the provisions set out in item 9 for consumers apply mutatis mutandis, with the following exceptions: In the case of companies, the first purchase of the digital annual vignette or digital multi-trip card (also) as part of the digital subscription can be put into effect immediately after the purchase. Companies are not entitled to withdraw from the contract in accordance with item 9.2.

11. Customer account

- 11.1. Before the start of the validity (start date) of a digital toll product (but not in the case of digital annual vignettes when purchased as part of a digital subscription), the following data can be changed in the customer account or at the relevant ASFINAG points of sale in accordance with the Tolling Regulations:
- (i) Licence plate number and country of registration
 - (ii) First day of validity (only for one-day, ten-day and two-month vignettes, multi-trip card).

For a single trip, the licence plate number and country of registration can be changed before the section toll segment has been used.

- 11.2. From the beginning of the validity of a digital annual vignette and a section toll multi-trip card (also as part of a digital subscription), the vehicle license plate number and the country of registration of an already purchased digital annual vignette or section toll multi-trip card can be changed in the ASFINAG toll shop or at the corresponding ASFINAG points of sale. According to the Tolling Regulations, a change is possible for the following reasons:
- Moving to another political district (subject to a fee, currently EUR 18)
 - Newly assigned personalised plates (subject to a fee, currently EUR 18)
 - Renunciation of the personalised plates or expiry of the personalised plates (subject to a fee, currently EUR 18)
 - Without giving reasons (once during the period of validity of the digital annual vignette or multi-trip card, subject to a fee, currently EUR 18).
 - Loss or theft of the licence plate (free of charge or refundable)
 - Write-off of the vehicle (free of charge or refundable)
 - Theft of the vehicle (free of charge or refundable)

- Delivery of a licence plate that is no longer legible in accordance with § 50 para. 2 KFG (free of charge or refundable)
- Issue of a licence plate in accordance with § 49 para. 4 no. 5 KFG for vehicles with pure electric drive or with hydrogen fuel cell drive (free of charge or refundable)

Appropriate evidence must be provided for the application. For more information, see Tolling Regulations Part A I, item 3.6 and Part A II, item 4.8.

- 11.3. Registered purchasers can log in to the customer account at any time via the ASFINAG Toll Shop by entering their e-mail address and password. The access data to the customer account must be kept safe and confidential.
- 11.4. Purchasers are requested to keep the data contained in the customer account, in particular their contact details, up-to-date, complete and correct at all times.
- 11.5. The customer account also offers the service that the purchaser can save their means of payment for future use within the framework of the subscription.

12. Public register of the vignette registry

- 12.1. The digital vignette pre-supposes a public register in which each person can see whether a digital vignette/digital section toll has been purchased for a specific vehicle (licence plate number) with a certain period of validity and confirm that this vehicle has the right to be used on federal roads. This verification possibility corresponds to the visual inspection that is possible with the toll sticker applied to the vehicle. It also serves the interests of the federal road users. It enables the driver to reliably confirm that they are permitted to use federal roads with the particular vehicle.
- 12.2. For this reason, anyone can enter a license plate number via the internet in the [vignette registry](#), which is controlled by ASFINAG, and enquire whether a vehicle has a digital vignette or a digital section toll and for which periods they are valid.
- 12.3. The vignette registry does not indicate whether a digital subscription exists.

13. Warranty and compensation for the purchase

- 13.1. The general statutory warranty provisions applicable to consumers are laid down in §§ 922 to 932a of the General Civil Code ("ABGB").
- 13.2. Moreover, the obligation to check and the obligation to lodge complaints in accordance with § 377 of the Corporate Code ("UGB") applies to companies.
- 13.3. Liability for damages for slight negligence is excluded both towards consumers and towards companies, whereby this exclusion of liability does not apply to personal injury, mandatory liability laws and in relation to consumers also not for breaches of main contractual obligations. In the case of gross negligence, liability towards companies is also limited to the positive damage, whereby the above exceptions to the exclusion of liability also apply here.

14. Prohibition of resale of digital toll products

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- 14.1. The commercial resale of digital toll products is prohibited without the express authorisation of ASFINAG.
- 14.2. The prohibition of resale does not apply if the resale to consumers takes place with a shortening or waiver of the 18-day cooling off period and ASFINAG does not offer this toll product in the ASFINAG toll shop. These products not offered by AFSINAG may only be sold in compliance with all legal requirements, in particular all information obligations under distance selling law, and with clear and unambiguous price transparency for each price indication (in particular separate indication of the toll fee and any surcharges of the reseller).

15. Information on complaints and dispute resolution for consumers

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

16. Choice of law and place of jurisdiction

- 16.1. Austrian law shall apply exclusively to the exclusion of its standard of reference and of the UN purchase right. By virtue of this choice, the recipient of a digital vignette and/or a digital section toll, which is a consumer, is not restricted in its mandatory rights of its EU home country.
- 16.2. In so far as the purchaser of a digital vignette and/or a digital section toll 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.

17. Severability clause for companies

- 17.1. The following shall apply vis-à-vis companies, but not vis-à-vis consumers: The invalidity or unenforceability of individual provisions of these terms of use shall not affect the validity of the remaining provisions. An ineffective or impracticable provision shall be replaced by an effective provision, which is closest to its economic purpose and purpose. The same applies to any gaps.

Sample revocation form for consumers

If you are a consumer and would like to withdraw from the purchase of the digital vignette or the digital section toll, please fill out this withdrawal form for consumers and send it back **if possible via e-mail, although this is not obligatory** (copy text into e-mail):

To
Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft
pA ASFINAG Maut Service GmbH
Schnirchgasse 17
1030 Vienna
Austria
E-Mail: widerruf-shop@asfinag.at
Fax: +43 (0) 50 108-10020

I/we (*) hereby revoke the purchase of the digital vignette(s)/digital section toll (*) concluded by me/us
(*), ordered on: _____.

Vehicle licence plate and country of registration: _____.

Product ID: _____.

Name of consumer(s): _____.

Address of consumer(s): _____.

Signature of consumer(s) (only for written communication):

_____.

Date: _____.

(*) *Delete as appropriate.*