

**TERMS AND CONDITIONS OF THE SALE OF DEVICES AND PROVISION OF VEHICLE LOCATION SERVICES
BY ENTE SP. Z O.O.
FOR THE PURPOSES OF THE
"E-TOLL - ELECTRONIC TOLL COLLECTION SYSTEM"**

Art. 1.

GENERAL PROVISIONS

1. The following Terms and Conditions contain general provisions concerning the sales of on-board devices using GPS satellite positioning technology and GPRS data transmission, as well as the provision of services by ENTE Sp. z o.o. for external location systems used for electronic toll collection for selected sections of motorways, expressways and national roads managed by the General Directorate for National Roads and Motorways (GDDKiA) under the e-Toll system, i.e. the Electronic Toll Collection System of the National Revenue Administration (KAS).
2. These Terms and Conditions shall be deemed accepted by the Customer from the date an order is submitted to ENTE Sp. z o.o. by means of an appropriate form available at www.ente.com.pl or by email: marketing@ente.com.pl.

Art. 2.

DEFINITIONS

1. **CONTACT FORM** - the form available at www.ente.com.pl/kontakt or email address marketing@ente.com.pl, which allow the Customer to contact the Service Provider directly.
2. **ORDER FORM** - the form available at www.ente.com.pl/kontakt or email address marketing@ente.com.pl, which allow the Customer to place an Order for a Device or Service with the Service Provider.
3. **TERMS AND CONDITIONS** - the following Terms and Conditions of the Service Provider.
4. **SERVICE PROVIDER** - ENTE Sp. z o.o. with its registered office in Gliwice (44-100), ul. Gaudiego 7, entered in the Register of Entrepreneurs under KRS No.: 0000179951, NIP [Tax Identification Number]: 6312302168, REGON [National Business Registry Number]: 277230580, email address: ente@ente.com.pl, phone: +48 32 33 82 2005.
5. **CUSTOMER** - an entrepreneur placing an Order for a Device or a Service in accordance with the Terms and Conditions and Offer of the Service Provider.
6. **E-TOLL SERVICE, SERVICE** - a service consisting in the transmission of geolocation data from a Device to the e-TOLL system via data transmission.
7. **RELATED SERVICES** - access to the GPS vehicle monitoring system available at gps.ente.com.pl, nationwide GPRS, access to the map server and reports.
8. **VEHICLE** - any self-propelled means of transport (car, lorry, tractor, construction machine) or an object attached to a self-propelled means of transport with a 10-30V power supply system.
9. **E-TOLL SYSTEM** - a toll collection system for selected sections of motorways, expressways and national roads managed by the General Directorate for National Roads and Motorways (GDDKiA), as well as maintained and supervised by the Head of National Revenue Administration.

10. **DEVICE** - a ZSL (External Location System) device, installed in a vehicle, which collects and transmits geolocation data to the e-TOLL system as part of the Service.
11. **ORDER** - a contract concluded between the Service Provider and the Customer under these Terms and Conditions and the current offer of the Service Provider. To avoid any doubt, the Parties unanimously agree that the provisions of the Order that contradict the content of these Terms and Conditions or the Offer shall be deemed invalid.
12. **OFFER** - the current offer for the supply of Devices or provision of Services of the Service Provider.
13. **CONTRACT** - a contract for the provision of Services or supply of Devices under these Terms and Conditions concluded between the Service Provider and the Customer.

Art. 3.

TYPE AND SCOPE OF THE E-TOLL SERVICES

1. The Service Provider undertakes to sell the Devices to the Customer, and the Customer undertakes to make a timely payment to the Service Provider for the purchased Devices in accordance with the current Offer.
2. The Service Provider undertakes to provide the e-TOLL Service to the Customer, and the Customer undertakes to make a timely payment of a subscription fee to the Service Provider in accordance with the current Offer. The amount of the fee for the provision of the Service by the Service Provider depends on the configuration selected by the Customer as specified in the Order Form and the Offer.

Art. 4.

TERMS AND CONDITIONS FOR PURCHASING DEVICES AND CONCLUDING CONTRACTS FOR THE PROVISION OF E-TOLL SERVICES

1. The Order for the provision of the e-TOLL Service may be submitted through the Contact Form or by email.
2. The Service Provider shall deliver the Device and/or provide the Service upon payment of the price or subscription fee by the Customer in accordance with the current Offer.
3. All payments shall be made by the Customer in advance.
4. In addition to the e-TOLL Service, the Customer may order a Related Service for GPS monitoring in accordance with the Offer.
5. The Devices shall be delivered within seven (7) working days from the date the payment is credited to the bank account of the Service Provider. The Customer may select the option of installing the purchased Devices in Vehicles for a separate fee specified in the Offer. If the Customer orders installation of the purchased Devices, he or she shall be obliged to inform the Service Provider about the availability of Vehicles in which the Devices are to be installed five (5) days before the scheduled installation date. If the Customer does not provide this information within the specified deadline, the installation date shall be agreed upon separately between the Parties.
6. The Devices shall be delivered at the Customer's expense.

7. The installation of e-TOLL Devices may be performed by the Customer or the Service Provider. The Customer is obliged to follow the instructions when installing the Device. After the installation, it is necessary to test the Device in the Service Provider's system. For this purpose, the Customer shall send the following data to etoll@ente.com.pl:
 - a. customer's name;
 - b. registration number and brand of the Vehicle;
 - c. ID number of the Device installed in the Vehicle indicated in point (b);
 - d. name and phone number of a contact person.
8. The Customer shall self-register in the e-TOLL System.
9. The Contract for the provision of Services shall be concluded for a fixed period of 24 months. The term of the Contract shall begin on the next business day following the day on which the total payment is credited to the Service Provider's bank account. The Parties may set another date for the commencement of the term of the Contract.
10. The Contract concluded for a definite period shall be automatically extended for the following 12 months if neither of the Parties provides the other Party with a declaration of intent to terminate the Contract within 14 days before the expiry of its term. If a declaration of intent to terminate the Contract is provided within the established period, the Contract shall expire at the end of its current term. The provisions of this section shall apply correspondingly to subsequent Contract terms.

Art. 5.

TERMS OF TERMINATION OF CONTRACTS FOR THE PROVISION OF ELECTRONIC SERVICES

1. Each of the Parties may terminate the Contract for the provision of Services for important reasons only, with a 30 days' notice, after issuing a single and ineffective request to the other Party to cease violations within an additional period of at least 30 days specified in the request.
2. The Service Provider and the Customer may terminate the Contract for the provision of the e-TOLL Service at any time through mutual agreement.

Art. 6.

LIMITS OF LIABILITY OF THE SERVICE PROVIDER

1. The Customer is obliged to comply with the electronic toll collection rules based on the provisions of the Act of 21 March 1985 on Public Roads and the implementing regulations to the said Act.
2. The Service Provider shall not be liable for unlawful acts of the Customer, particularly in the event of improper use of the e-TOLL Service and improper or unauthorised interference with the Device or the Service that results in the transmission of false information/data or inability to perform data transfer due to the above actions or omissions.
3. The Service Provider shall exclude its liability for any damage in the event of:
 - incorrect installation of the Device used to provide the e-TOLL Service;
 - incorrect data entry in the Device used to provide the e-TOLL Service;
 - improper use of the Device used to provide the e-TOLL Service;
 - incorrect registration in the register for e-TOLL payments;

- the lack of prepaid funds in the e-TOLL account;
 - the loss of customers, profits or good image of the Service Provider;
 - interruptions in the operation of the e-Toll system attributable to the National Revenue Administration or the GSM operator;
 - interruptions in the operation of the Device used to provide the e-TOLL Service if the driver has not complied with the obligation to stop the vehicle specified in Art. 13ic sec. 1 of the Act on Public Roads, and the Customer has not complied with the obligation to enter information on the vehicle route into the KAS Electronic Toll Collection System and to pay the fee specified in Art. 13ic sec. 1b and 1c of the Act on Public Roads;
 - reasons not attributable to the Device used to provide the e-Toll Service;
 - failure of the Device that has not been reported to the Service Provider;
 - loss of access to data transmission or GPS location data;
 - failure of the Customer to comply with the Service Provider's instructions regarding the use of the device used to provide the e-TOLL Service.
4. In the case specified in Art. 6 point 3, the Customer shall be required to switch the e-TOLL Service to another available transmission source, including a mobile application provided by the National Revenue Administration.
 5. The Service Provider shall not be liable for failure to perform or improper performance of the Services resulting from force majeure. Force majeure shall be understood in particular as a natural event, e.g. earthquakes, epidemics, floods, hurricanes, armed conflicts, including but not limited to terrorist acts, acts of public authorities, such as orders taking the form of normative legal acts, as well as events in the form of violent, sudden and large-scale social protests (strikes, demonstrations, etc.).
 6. Subject to sec. 1-6 of this Article, the Service Provider shall be liable towards the Customer for non-performance or improper performance of the Contract only in the event of actual damage and, at the same time, within a limit not exceeding the equivalent of the net fees paid by the Customer for Services rendered by the Service Provider during the last __ months of the Contract term.

Art. 7.

WARRANTY

1. The Service Provider shall provide the Customer with a quality warranty for the supplied Devices for a period of 12 months from the date of delivery.
2. The warranty shall not apply in the event of:
 - a. improper use of the Device, improper installation of the Device (by the Customer), electrical, mechanical or thermal shock, high level of dirt and/or excessive moisture in the Device, foreign objects inserted into the Device, flooding of the device with liquids;
 - b. unauthorised modifications to the device;
 - c. connection of the Device to a power supply whose current or frequency differs from the specified one;

- d. reasons not attributable to the Device such as accidents, destruction or damage, interior flooding with liquids, voltage drops or variations, etc.;
 - e. incorrect installation of the Device used to provide the e-TOLL Service;
 - f. incorrect data entry in the Device used to provide the e-TOLL Service;
 - g. improper use of the Device used to provide the e-TOLL Service;
 - h. incorrect registration in the register for e-TOLL payments;
 - i. the lack of prepaid funds in the e-TOLL account;
 - j. interruptions in the operation of the e-Toll system attributable to the National Revenue Administration or the GSM operator;
 - k. interruptions in the operation of the Device used to provide the e-TOLL Service if the driver has not complied with the obligation to stop the vehicle specified in Art. 13ic sec. 1 of the Act on Public Roads, and the Customer has not complied with the obligation to enter information on the vehicle route into the KAS Electronic Toll Collection System and to pay the fee specified in Art. 13ic sec. 1b and 1c of the Act on Public Roads;
 - l. reasons not attributable to the Device used to provide the e-TOLL Service;
 - m. loss of access to data transmission or GPS location data;
 - n. failure of the Customer to comply with the Service Provider's instructions regarding the use of the Device used to provide the e-TOLL Service.
3. The Service Provider's liability under warranty for physical defects is excluded.

Art. 8.

COMPLAINT PROCEDURE

1. The Customer may submit warranty complaints referred to in Art. 7 by email to: serwis@ente.com.pl.
2. The complaint must contain the following information:
 - a. customer's name;
 - b. address details;
 - c. details of the contact person designated by the Customer;
 - d. registration number and brand of the vehicle affected;
 - e. information and circumstances concerning the subject matter of the complaint, in particular the type and date of occurrence of irregularities, the number and date of the order constituting the basis for the provision of Services, and contact details.
3. After receiving the complaint, the Service Provider shall perform a remote diagnosis of the cause of the failure within five (5) working days.
4. If such remote diagnosis and repair of the Device are not possible, the Customer shall return the Device to the Service Provider in accordance with the following guidelines:
 - a. remove the device;
 - b. pack the defective Device to ensure that it can be sent to the Service Provider safely;
 - c. send the Device to the Service Provider at ENTE SP. z o.o. ul. Gaudiego 7, 44-100 Gliwice with the note "E-toll servicing" and the complaint number at the Customer's own cost and risk.

5. The Service Provider shall consider the complaint immediately, but no later than 14 days after receiving the defective Device, together with complete information and necessary documents.
6. The Service Provider's response to the complaint shall be sent to the Customer's email address specified in the complaint.
7. The Service Provider shall send back the Customer's Device at its own cost.
8. If the Service Provider finds that the Device returned by the Customer as part of the complaint is not repairable under the warranty, the repair shall be made against a fee upon the consent of the Customer. The operational Device will be sent back at the cost of the Customer.
9. Upon receiving the repaired or replaced Device, the Customer shall install the Device at his or her own expense and then transfer the data to the Service Provider in accordance with the guidelines specified in Art. 4 point 7.

Art. 9.

GDPR

1. The Controller of personal data is ENTE Sp. z o.o. with its registered office in Gliwice (44-100), ul. Antoniego Gaudiego 7.
2. With regard to matters concerning personal data protection, the Customer may contact the Service Provider by mail, phone at +48 32 33 82 200 or email to ente@ente.com.pl.
3. Personal data of the Customer or persons acting on behalf of the Customer shall be processed only for the following purposes and under the following legal bases:
 - a. to conclude the Contract for the provision of the e-Toll Service and Related Services, handle complaints and requests, as well as answer Customer's questions (pursuant to points (b) or (f) of Article 6(1) of the GDPR);
 - b. to ensure the operation of the e-Toll Service and Related Services (pursuant to point (f) of Article 6(1) of the GDPR); to establish, exercise, enforce or defend against legal claims;
 - c. in pursuit of the legitimate interest of the Service Provider, as well as to prevent malpractice and fraud (pursuant to point (f) of Article 6(1) of the GDPR);
 - d. to ensure direct marketing of Services (pursuant to point (f) of Article 6(1) of the GDPR), and if the Customer grants the appropriate consent - to send marketing information by means of electronic communication (pursuant to point (a) of Article 6(1) of the GDPR);
 - e. for statistical purposes and to make analytical research, i.e. to better select services in order to meet the needs of the Customer, optimise service processes, ensure the IT security of the Service, detect cases of unauthorised use of the Service, ensure financial analysis of the Service Provider in pursuance of its legitimate interest (pursuant to point (f) of Article 6(1) of the GDPR);
 - f. to store data for archiving purposes and ensure accountability (pursuant to point (f) of Article 6(1) of the GDPR);
4. The scope of the personal data processing includes:
 - a. name and surname;
 - b. company name;
 - c. correspondence address;

- d. email address;
 - e. telephone number.
5. The personal data shall be stored:
- a. during the term of the Contract concluded with the Service Provider, and after its expiry, in connection with the Controller's legal obligations under generally applicable laws;
 - b. for the period necessary for the Service Provider to exercise legal claims in connection with its business activity;
 - c. for the period necessary for the Service Provider to defend against legal claims based on generally applicable law, taking into account the periods of limitation of legal claims set forth in generally applicable law;
 - d. in the case of processing for marketing purposes - for the term of the Contract or until the Customer objects to such processing, whichever occurs first;
 - e. in the case of granting consent to the processing of personal data for a particular purpose - until the consent is withdrawn or no longer than it is necessary for the purpose for which the data were collected;
 - f. for accountability purposes, i.e. to prove compliance with the regulations on the processing of personal data - the data shall be stored for a period during which the Service Provider is obliged to store the data or documents containing such data in order to document compliance with legal requirements and enable public authorities to control their fulfilment.
6. The Service Provider shall use the services of other entities processing personal data on its behalf in the scope of:
- legal services;
 - IT support;
 - marketing services;
 - accounting services;
 - maintenance and operation of the telecommunications network.
7. If the processing of the Customer's personal data is consent-based, the Customer shall have the right to withdraw this consent at any time. However, the withdrawal of the consent shall not affect the lawfulness of the processing carried out based on this consent before its withdrawal.
8. The Customer has the right to object to the processing of his or her personal data on the grounds indicated in points (e) and (f) of Article 6(1) of the GDPR, i.e. necessary for the performance of a task carried out by the Service Provider in the public interest or as part of the official authority entrusted to the Service Provider (point (e) of Article 6(1) of the GDPR) or necessary for the purposes of legitimate interests pursued by the Service Provider or a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, which require protection of personal data (point (f) of Article 6(1) of the GDPR). Furthermore, it is possible to object to the processing of personal data for direct marketing purposes, including profiling. In the case of objecting, the Service Provider shall cease to process the data for these purposes unless it can demonstrate that there are compelling legitimate grounds with respect to the Customer's

data that override the interests, rights and freedoms of the Customer, or if the Service Provider requires the Customer's data for any establishment, exercise or defence of legal claims.

9. The Customer has the right to access, rectify, erase, restrict the processing or object to the processing of his or her personal data, as well as the right to data portability.
10. To exercise the rights referred to in sec. 9 above, it is necessary to send a request to the Service Provider at ente@ente.com.pl. To prove that the requesting person has the authority to make the request, the Service Provider shall be entitled to obtain additional information to verify the Customer.
11. The Customer has the right to lodge a complaint with the President of the Personal Data Protection Office.
12. The Service Provider shall ensure that appropriate technical and organisational measures securing the processed personal data are applied, in particular, to prevent access by unauthorised third parties or their processing in violation of generally applicable laws, preventing loss of personal data, their damage or destruction.
13. The Service Provider currently has no plans to transfer the Customer's personal data to a third country or an international organisation (i.e. outside the EEA).

Art. 10.

FINAL PROVISIONS

1. These Terms and Conditions shall become effective from 1 October 2021.
2. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code shall apply.
3. Any disputes arising from the Contract shall be settled by the court having its jurisdiction over the registered office of the Service Provider.
4. The Contract shall be governed by and interpreted in accordance with Polish law. The Polish courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with the Contract, and the Parties hereby submit to the exclusive jurisdiction of the Polish courts.
5. Deliveries of Devices and Services provided by the Service Provider are not intended for consumers. To avoid any doubt, it is agreed that provisions of these Terms and Conditions shall not apply to the Customer who is a consumer within the meaning of the Civil Code.