

**General Terms and Conditions for post-paid accounts;
confirmation of the conditions for using toll roads and the terms and conditions for the
provision of viaBOX**

The present general terms and conditions for post-paid accounts; confirmation of the conditions for using toll roads and the terms and conditions for the provision of viaBOX constitute an integral part of the contract concluded for a post-paid account which includes confirmation of the conditions for using toll roads and on the terms and conditions for the provision of viaBOX between Kapsch Telematic Services Sp. z o.o. headquartered in Poleczki Business Park, Building A1, ul.Poleczki 35, 02-822 Warsaw, entered in the register of entrepreneurs kept by the District Court m.st. Warsaw, in Warsaw, XIII Commercial Division of the National Court Register KRS 0000340505, NIP 5272613469, acting on behalf of and for the State Treasury - General Directorate of National Roads and Motorways, under the Contract concluded with the General Directorate of National Roads and Motorways ("**GDDKiA**") concerning the design, delivery and service of the national electronic toll collection system and manual toll collection system,

hereinafter referred to as the "**Company**" and

the "**User**", as defined below

("GTC to the Contract").

The Company and the User are hereinafter jointly referred to as "**the Parties**", and separately as "**the Party**". In connection with:

1. A statutory obligation of starting collection from 1 July 2011 of electronic tolls for the use of national roads or their sections resulting from the provisions of Article 13, passage 1, item 3, in connection with Article 15 ha, passage 1 of the Act of 21 March 1985 on Public Roads (consolidated text: Journal of Laws of 2007, No. 19, item 115 with later amendments) / ("Act on Public Roads"), the roads of which have been specified in the "**Regulation**" of the Council of Ministers of March 22nd 2011 on Determination of National Roads or Their Sections on Which Electronic Toll Shall be Collected,

2. Striving for performance of obligations imposed by the above legal acts on the General Directorate of National Roads and Motorways as the exclusive entity collecting electronic tolls and the User as the entity obliged to pay this toll.

3. An obligation for the entity collecting electronic tolls to offer installation of electronic toll devices in car vehicles as required to facilitate collection of this toll and, apart from this, taking into account the fact that the rights and obligations of the Parties to the present Contract have been specified in regulations of common binding law, that therefore the following Contract has a rank of confirmation by the User of the awareness of duties imposed thereon and rights granted thereto by the Act, as well as the determination of terms and conditions to be made available to the user of devices for the needs of collecting electronic tolls for installation in car vehicles and making use of these devices by the User, the Parties hereby declare as follows:

§ 1 Definitions

1. **Maximum Total Weight (MTW) authorized** means the maximum total weight of vehicle authorized and, in the case of a vehicle with a semi-trailer or a trailer, maximum total weight of vehicle with a semi-trailer or a trailer authorized.

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2. **Toll Road** means national road referred to in the Act of 21 March 1985 on Public Roads (consolidated text: Journal of Laws of 2007, No. 19, item 115 with later amendments) and listed in the Regulation of the Council of Ministers of March 22nd 2011 on the National Road Network or Their Sections on Which Electronic Toll Shall be Collected.
3. **Electronic Toll** means a toll specified in Article 13, passage 1, item 3) and in Article 13ha of the Act on Public Roads, paid for the passage of the Vehicle on a Toll Road, in the amount depending on the covered section of the Toll Road, in accordance with the rate determined for covering of 1 kilometre of the Toll Road.
4. **ETC (System)** means the electronic toll collection System, serviced by the Partnership, with the main purpose to charge the Electronic Toll via viaBOX units and other ETC System equipment during a journey of a Vehicle.
5. **User Account** means an account opened in the ETC for each User.
6. **viaBOX** means the electronic/on-board device, placed in the Vehicle, permitting transfer of data necessary for collection of the Electronic Toll. Detailed specification of the viaBOX is included in viaBOX user's manual, being Appendix No. 3 to the present Contract. Property rights to the viaBOX shall be vested only to GDDKiA. The User shall not be entitled to any property ownership of the viaBOX.
7. **Record** means an entry containing data and information concerning a vehicle whose driver has committed a breach, enabling enforcement of penalty on the vehicle's driver.
8. **Controlling Entities** mean entities, defined in Article 13l, item 1 of the Act on Public Roads, and authorized, according to Article 13l of this Act, to control the correct payment of the Electronic Toll, including control of the viaBOX used in the Vehicle if required, as well as to apply and collect penalty fees. These entities are as follows:
 - a) Officers of the Police;
 - b) Inspectors of the Road Transport Inspectorate;
 - c) Heads of customs offices and directors of customs chambers;
 - d) Officers of the Border Guard.
9. **The Vehicle covered by the obligation of paying the Electronic Toll or the Vehicle** means an automotive vehicle as defined in Article 2, item 33 of the Act of 20 June 1997 - Road Traffic Law (Journal of Laws of 2005, No. 108, item 908 with later amendments), which also means a set of vehicles consisting of a car and trailer or semi-trailer with a maximum total weight authorized above 3.5 tonnes including buses, regardless of their maximum total weight authorized, for the use of which on the Toll Road the Electronic Toll is due.
10. **Active viaBOX** – functional device, charging toll correctly
11. **Damaged viaBOX** – a device with mechanical damage, dirt or other traces indicating misuse, disqualifying it from recirculation subject to deposit.
12. **Non-functional viaBOX** – device operating improperly due to a manufacturing defect, misuse of the device and/or due to an unknown reason
13. **User** means the owner of the Vehicle or any other entity authorized by the owner to use the Vehicle for its intended purpose.

14. **Post-paid account** means the Electronic Toll Collection System on Toll Roads which are subject to the toll within the monthly settlement period according to the general terms of the post-paid account.
15. **Deposit** has the meaning given in §5 item 1.
16. **Regulation** of the Council of Ministers of March 22nd 2011 on Determination of National Roads or Their Sections on Which Electronic Toll Shall be Collected
17. **Guarantee** has the meaning given in §7 item 1.
18. **Payment date** – the date of the GDDKiA account admission by the due amount.
19. **CP** – Contact Point

20. **CSF** – all Customer Service Facilities, i.e. Contact Points, Distribution Points and Border Distribution Points

21. **CC** – Call Centre

1. These GTC to the Contract define:

a) The manner and principles of collection of the Electronic Toll from the User on behalf of and for the GDDKiA, as well as principles of settlements between the Parties.

b) The principles of making viaBOX available and the method of viaBOX use by the User.

2. The User may pick up the currently effective GTC of the Agreement and the Agreement template directly from CSF or a print-out from the website www.viatoll.pl.

§ 3 Electronic Toll Collection System

1. The User confirms awareness of the obligation to pay the Electronic Toll on time and in due amount on the terms specified in the respective legal regulations as well as confirmed and specified in the Contract and these GTC.

2. The User confirms that they are obliged to settle the Electronic Toll for the use of Toll Roads with a Vehicle/Vehicles specified in Attachment no. 1 to the Agreement. Any adjustment of the data included in the registration document of the Vehicle/Vehicles within the scope of the data included in the Agreement involves immediate change of the Agreement at any CP before further use of a Toll Road, which should be confirmed with a signed annex to the Agreement or an Agreement with new data entered into the System.

§ 4 Making viaBOX available

1. Pursuant to the Contract, the Company is obliged to:

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- a) Make available to the User a complete and technically efficient viaBOX for each registered Vehicle of the User.
- b) Deliver, according to the terms specified in § 5 below, a viaBOX replacement with the same or similar technical parameters in the event that the User has damaged or lost the viaBOX or when it has been damaged due to a disclosure of a factory defect.

2. The User:

a) Undertakes not to change the data introduced to viaBOX by the Company nor to introduce any other or additional data. In the event of the transfer of ownership of the Vehicle to a third party the User may, on the terms specified by the Company and after concluding of a respective appendix to the Contract, retain the viaBOX in order to install it in another of the User's Vehicles; provisions in §10 item 3 below are applicable.

b) Undertakes to use viaBOX only in accordance with the due purpose under the provisions of the Contract, GTC, technical specification and the manufacturer's recommendations contained in the attached instructions of viaBOX use, being Appendix No. 3 to the Contract.

c) Undertakes to duly protect the viaBOX against its loss or damage.

d) Undertakes to use an active viaBOX during a journey on a Toll Road

e) Only place the viaBOX in the Vehicle assigned to the User by the Company.

f) Should check within 7 days of receiving the parcel by courier mail, the correctness of the identification numbers of the viaBOX provided against the List of Registered Vehicles, which includes all viaBOXes and which should be delivered to the User. In the event of any inconsistency the User should contact the Call Centre (details available on www.viatoll.pl) for further instructions.

3. The Partnership should furnish the User with an on-board unit viaBOX at a CP and BDP, which are listed on the website www.viatoll.pl or accordingly via mail directly to the address of the registered seat of the User under cooperation with fleet card operators. The User ought to install the viaBOX unit before they use a Toll Road. If the User requires any assistance, appropriate instructions on the installation are available at CSF and at the above indicated website. Our trained CSF personnel will provide additional information and assistance.

4. The Partnership regularly verifies the data entered into the User's viaBOX unit with regards to the compliance with the documents they provided for registration and which is available in the System. Should there occur any discrepancies within the parameters influencing the amount of the Toll charged the Partnership may inform the User about this fact.

§ 5 Replacement/ repair/ disassembly of viaBOX and refund of the Deposit

1. To secure any possible claims of the Partnership against the User, which may occur due to a failure to exercise or inappropriate exercise of the provision set out under Art. 4 clause 2 (c) hereinabove, the User is obliged to settle a deposit in the amount of 120 PLN for each and every viaBOX before they receive it, with the use of all available methods of payment.

This principle does not apply only to the Agreements concluded through the operators of fleet cards available within the System. In such instance the User is obliged to pay a Deposit in the amount of 120 PLN for each and every viaBOX in the first settlement period.

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2. The User settles the Deposit for the term of the Agreement. If the Partnership uses the Deposit to settle claims said in clause 1 hereinabove before the end of the term of the Agreement the deposit is not credited back to the User.

3. The User is obliged to notify the Partnership about the fact of a loss of a viaBOX immediately, by visiting any CP or by contacting the CC. Lost viaBOX units are unregistered from the System.

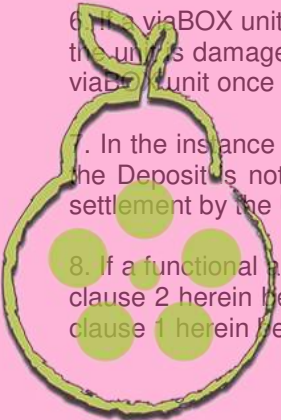

4. The User is obliged to notify the Partnership about the fact of a lack of functionality of a viaBOX with regards to the provisions of the viaBOX manual by visiting any CSF.

5. If a viaBOX unit is not functional due to a manufacturing defect or due to a flat battery, the Partnership is obliged to replace it with a new unit. To exchange a unit, the User should report at a nearest CSF. The exchange of a unit does not require another deposit payment.

6. If a viaBOX unit is not functional due to other reasons than manufacturing defects or flat battery or if the unit is damaged, the Deposit is not subject to return, however the User is entitled to collect a new viaBOX unit once a new deposit has been settled again.

7. In the instance of a loss of a viaBOX or in the instance described in Art. 11 clause 4 herein below, the Deposit is not subject to return. Release of a new viaBOX is conditional upon another Deposit settlement by the User; in pursuance of the provisions of clause 1 hereinabove.

8. If a functional and undamaged viaBOX is delivered to the Partnership in a manner set out in Art. 11 clause 2 herein below, the Partnership will settle and return the Deposit in a manner set out in Art. 8 clause 1 herein below.



§ 6 Method of settlements resulting from legal regulations

1. Payment of the Electronic Toll is made in the post-paid system by using one of the following payment methods:

- a) fleet card/fuel card
- b) bank transfer

In the event of using bank transfer as a payment method the User shall cover the cost of transfer. Users who have chosen bank transfer as a payment method may also settle a debit note already issued by visiting any CP and using the methods of payment accepted there (credit card, debit card or cash).

2. The Electronic Toll shall be charged per kilometre covered by the Vehicle on the Toll Road on the basis of rates of the Electronic Toll for a particular category of the Vehicle and Toll Road type, specified in the Regulation in subject to the §7 item 3 or 4 below. Rates valid as of the day of entering into the Contract are defined in Appendix No. 5 to the Contract. Any changes in these rates made by way of changes in the Regulation does not constitute Contract change and does not require any legal activity by the Parties. The User is thenceforth obliged to pay the Electronic Toll according to the rates specified in the Regulation. In the case of amendments to the Regulation the User who is the consumer receives a notice from the Company, in the form of Schedule 5 with the current rates of the Electronic Toll.

3. In the event of a breach by the User of provisions of § 4, item 2 a) or b), i.e. in the event when the viaBOX is in a vehicle other than the Vehicle, the Electronic Toll shall be charged per kilometre

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covered on the Toll Road according to the information sent by the viaBOX and on the basis of the rates of the Electronic Toll specified in the Regulation referred to in item 2 above and as Appendix no. 5, regardless of which Vehicle the viaBOX is installed in. The second and third sentences of item 2 and Appendix no. 5 shall apply accordingly. The User is obliged to pay as if the viaBOX was installed in the Vehicle. The above constitutes a violation of provisions from § 4 item 2 a) or b) and a violation of Article 13i, passage 4a of the Public Roads Act.

4. The User pays the Electronic Toll after being charged by the Company. The payment proceeds by any payment method indicated in item 1 above within 14 days from the date of issue of the document which includes information on the amount of Electronic Toll charged. In the event that the Electronic Toll is not paid on time the GDDKiA has the right to benefit from the provision mentioned in § 7 below. At the same time the Company may change the User's account to a prepaid one without protection, with a balance equal to 0 PLN. In such a case the User shall be obliged to comply with the GTC readable on the www.viatoll.pl website for this type of User Account without the need to change the Contract or other activities of the Parties. In the event of not paying the liabilities on time the User is obliged to add statutory interest to the due amount, calculated from the due date until payment and to pay the amount owed plus the interest.

5. In during the period of User Account transition from a post-pay account with a guarantee into a pre-pay account without a guarantee, pursuant to clause 4 hereinabove, the Partnership will charge the User the Electronic Toll, pursuant to clause 2, which means that the User is obliged to settle Electronic Toll in a manner provided for in clause 4 hereinabove. Failure to settle the Electronic Toll is a breach of the Act on Public Roads and is liable to the penalty referred to in this Act. In such cases the Company informs the Controlling Entities that the User has failed to pay the Electronic Toll on time.

6. The User receives the relevant documents as listed in item 4 above, which present the due amounts' specification in respect of any Electronic Toll for a given settlement period and are sent to the postal address and/or e-mail address given in the Contract.

7. The GDDKiA shall claim through the court payable overdue receivables resulting from the Contract together with eventual interest at the statutory rate regardless of the administrative penalties that may be imposed in accordance with Article 13k of the Act on Public Roads by the entities mentioned in art. 13l, passage 1 of this Act.

§ 7 Guarantee

1. The User shall be obliged to present a guarantee of protection covering the entire expected tolls issued for the benefit of the GDDKiA in a monthly settlement period, for a period not shorter than 1 year, in the amount not lower than the expected amount of the Electronic Toll per one financial period, in the form of:
 - a) a bank guarantee; irrevocable, unconditional and payable upon the first request.
 - b) an insurance guarantee; irrevocable, unconditional and payable upon the first request.
 - c) a monetary guarantee.

The User is obliged to maintain and supplement the Guarantee throughout the effective term of the Contract, subject to effects stipulated in item 5 below.

In the case of fleet card operators providing the guarantee for the user then this is the only form of protection required and no other form needs to be provided.

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2. The amount of the Guarantee shall be determined by the Company based on the number of Vehicles registered or expected to be registered against the User Account and the expected usage by the Vehicles of the Toll Road network; the guarantee amount shall in no case be less than the sum, over all categories of Vehicle, of the amount of tolls due for driving 2,000 km on Toll Roads for a given category of Vehicle multiplied by the number of that category of Vehicles on the Account. The Guarantee should be concluded in accordance with the terms and conditions set out below:

$G = (\text{estimated number of km} \times \text{max toll tariff per km} \times \text{period until payment} \times \text{factor}) \times NV$

where:

G – guarantee

NV – number of vehicles covered by the post-paid contract

2000 – estimated number of km

0,53 – maximum toll tariff per km in accordance with Regulation

1,3 – factor (any interest, reserve due to inaccurate estimation of km)

1,5 – period until payment (1.5 months)

EXAMPLE – calculation for 1 vehicle

$G = 2000 \times 0,53 \times 1,5 \times 1,3 = 2067 \text{ PLN}$

EXAMPLE – calculation for 10 vehicles

$G = (2000 \times 0,53 \times 1,5 \times 1,3) \times 10 = 20\ 670 \text{ PLN}$

3. The Company shall send warning messages to all the User's viaBOXes assigned to the User Account or by means of communication channels indicated in the Contract, informing that liabilities under the Electronic Tolls during a given moment have reached 85% of the value specified in the Guarantee.

4. The Company shall send to the User warning messages, referred to in item 3 above, at least once a day until the date when receivables under the Electronic Toll reach the amount of the Guarantee. On the other hand, a warning message sent to the address for correspondence of the User shall be sent only once.

5. In the event that during a given moment the amount of liabilities under the Electronic Toll reaches the amount equal to 99% of the Guarantee, the GDDKiA may exercise rights resulting from the Guarantee or may change the User Account to an account of prepaid type without protection and with balance equal to 0 PLN. In such cases the User shall be obliged to comply with GTC for this type of the User Account, the details of which are available on the www.viatoll.pl website, without the need to change the Contract or other activities. At the same time the Partnership will send to the User a message about the change of the User Account type with the use of communication channels indicated in the Agreement.

6. If the User assigns additional Vehicles to the User Account, the Company has the right to request increase in the Guarantee amount according to the model defined in item 2 above and the User is obliged to satisfy this request within up to 5 working days.

7. The Partnership will notify the user about the approaching date of expiry of Guarantee, by means of relevant information sent via communication channels indicated in the Agreement 60 days in advance, in order to enable the User to present the Guarantee no later than 30 days before its expiry.

8. If the User fails to renew the Guarantee 30 days before its expiry date the Company will change the User Account to the prepaid mode without protection with a balance equal to 0 PLN. In such cases

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the User shall be obliged to comply with the GTC referring to this type of User Account, available on the Website www.viatoll.pl, without the need to change the Contract or other activities of the Parties.

9. In the event of a Bank Guarantee, Annex 7 to the Contract is applicable - relevant provisions of the Bank Guarantee. A template of the Bank Guarantee should be a general guideline as to the content of the Guarantee and the specific content will depend on the templates used in this field by individual banks.

10. The Partnership will send the settlement documents to the User, to an email address indicated by the User in the Agreement, or if such address is missing, to a postal address.

§ 8 Refund of liabilities resulting from the Contract

1. Refund of all liabilities shall proceed by the same payment method by which the payment was originally executed by the User (save as Art 8 clause 2). If it is not possible, the payment shall proceed by way of transfer to the bank account of the User using the account number given by the User.

2. Instead of partial or total refunds of overpayment or incorrectly calculated Electronic Tolls, the amount due as indicated in the document including information on the Electronic Tolls charged to the User for the next clearing period, shall be settled accordingly by putting the funds towards settling future toll charges, unless the User asked for a reimbursement of above mentioned funds in writing.

3. Deposit return is possible only upon the return of a functional viaBOX unit, which is not damaged or which is not functional due to a manufacturing defect verified by the Partnership.

4. If the refund is to be made in cash the User is required to submit a confirmation of payment of the deposit or registration card of the Vehicle which the viaBOX has been assigned to. The User complies with the return of the Deposit for a viaBOX pursuant to the listed documents. The User will not make a claim to the Company nor go to the GDDKiA for a refund of the deposit using this method of payment.

5. The maximum amount that can be refunded in cash is 1000 PLN. In the case of a refund of a higher amount originally paid in cash the refund will be paid into a bank account using an account number provided by the User.

§ 9 Effective term of the contract

The Contract shall be concluded for an indefinite period.

§ 10 Renunciation of the Contract

1. The right to terminate the prepaid Contract without notice shall be vested in the Company if the User defaults or improperly performs the Contract and especially if:

a) changes without the Company's permission in the place of the permanent installation of the viaBOX, in particular if it is rearranged in a vehicle other than the Vehicle, enters new data in the viaBOX or changes the existing data that was entered by the Company, subject to § 4, item 2, letter b) above.

b) releases, commits or makes a viaBOX unit available to a third party without making the Vehicle available at the same time,

- c) defaults on obligations referred to §7 item 6.

In such cases the Company has the right to immediately settle the liabilities arising from the Contract.

2. If the Company terminates the prepaid Contract with the User without notice, on the basis of item 1 above, then in the case of concluding a new contract the User shall be obliged to contribute the Electronic Fee prior to the beginning of use of the Toll Roads, in the amount making it possible to cover the whole planned journey (this a prepaid account without protection).

3. The Contract may be terminated by either Party in writing with a two-month notice period which takes effect at the end of that current calendar month.

§ 11 Return of the viaBOX

1. The viaBOX shall be the exclusive property of the GDDKiA and the User may only use the viaBOX to the extent stated in the Contract.

2. The User may return to the Partnership a viaBOX unit at any CP, at any time during the term of the Agreement, in non-deteriorated condition, however they do not bear the responsibility for its wear and tear due to appropriate use.

3. The Parties establish that in the case of a transfer of the rights to use viaBOX in this Vehicle to any third party provided, the User shall have the possibility to leave the viaBOX in the Vehicle it was assigned to if:

- a) The third party concludes with the Company, within 5 days after obtaining rights to the vehicle, a contract concerning confirmation of the terms of use of toll roads and the terms and principles of making the viaBOX available if such a party has not concluded such a contract with the Company before or;
- b) An appendix to the previous Contract is concluded concerning confirmation of the terms of use of Toll Roads and the terms and principles of making the viaBOX available, changing Appendix 1 to the Contract, in a way that the description of the viaBOX referred to in this item, is added thereto.

4. If a party referred to in item 3 above concludes with the Company the Contract referred thereto and the Vehicle along with the viaBOX is released by the User then the User shall be obliged to immediately, but no later than on the next business day after transferring the rights to the Vehicle to any third party, inform the Company thereof, indicating a person to which these rights have been transferred together with their contact details.

5. viaBOXes not being used shall be returned to the Company within 1 year and 3 months since the last usage (Toll Road usage). In cases when viaBOX has not being used over a one-year period since the last registered usage, such information is processed by the Company's system and the automatic registration to the Company's observation DB of the viaBOX is completed, at which point the User will be informed. Not returning the viaBOX within a 1 year and 3 month period since the last registered usage of the viaBOX results in its automatic deregistration from the Company's system. The deposit in such cases is not refundable.

§ 12 Final provisions

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1. In cases not governed in the Contract and GTC, the Polish legal regulations including the Civil Code and of the Act on Public Roads shall be applied accordingly. Any disputes arising due to default or improper performance of the Contract shall be settled before the common court competent for registered office of the GDDKiA. For Users who are consumers the court's jurisdiction is determined by Polish law.

2. Any changes to the Contract shall be deemed invalid unless made in writing.

3. The Contract is drawn up in two identical copies; one for each Party. In case of any inconsistency the Polish version of the Contract and all appendices listed in item 9 below is the decisive one.

4. By the execution of the Contract the User hereby declares that it has become familiar with the content of legal acts concerning the obligation to pay the Electronic Fee, their rights and of obligations in this respect. In addition, they declare that the content of these acts is comprehensible. Legal acts are available at www.viatoll.pl.

5. The User indicates in the Contract the communication channels with the Company.

By the execution of the Contract the User:

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- a) Merely declares that all information provided in the Contract and/ or appendices thereto is true and not misleading.
 - b) Shall also consent that the Entities involved in the functioning of the Electronic Toll Collection System, in particular the Toll Collection Authority, the Company and entities authorized by them, are allowed to electronically store and process information for the purpose of handling, usage and dealing with possible claims and statistical purposes according to the statutory laws.

6. The Administration of your personal data is the General Directorate of National Roads and Motorways with headquarters in Warsaw (00-848), at number 59 Żelazna Street. Given data will be processed for the purpose of concluding and implementing the Contract. In addition, your personal data may be used for marketing purposes including the sending of commercial electronic information to you, for example, in the form of a newsletter, if you will give a separate consent to this. The data may be available only to entities authorized by law. You have the right to access your data and the right to correct it. Giving the data is optional but necessary for the implementation of the Contract.

7. The Company declares that it commits to process the information given by the User in the scope defined by the item 5 letter b) above in accordance with the statutory laws.

8. For improper functioning of a viaBOX unit, caused by its damage, the fault is ascribed to the User. In the instance of failure to report immediately an inappropriate functioning of a viaBOX unit or its loss, neither GDDKiA, nor the Partnership will be held liable for related damages suffered by the User.

9. Appendices constitute an integral part of the Contract:

1. List of Registered Vehicles
2. General Terms and Conditions – available on www.viatoll.pl
3. viaBOX user's manual – delivered together with the viaBOX
4. Current Rates of the Electronic Toll– available on www.viatoll.pl
5. Power of attorney template– available on www.viatoll.pl