

CONDITIONS OF THE CONTRACT

Clause of consumers rights This contract shall be a distance contract for the purpose of the Cabinet Regulation No. 255 "Regulations Regarding Distance Contracts" only in cases if the contract is concluded by a natural person on his or her behalf rather than on behalf of a merchant and for the purpose, which is not related to commercial or professional activity thereof. In other cases the legal norms applicable for mutual transactions of merchants shall be applicable.

Definitions used in the Conditions:

Motor road user charge or also **Vignette** – is a charge for a particular country, in this case, for the use of the tolled roads and motorways of Latvia, Lithuania and the use of public roads in Estonia in order to promote their maintenance and development thereof as well as in order to use more environment friendly vehicles. Payment shall be made in order to be able to drive along the certain stages of main and regional motor roads of Latvia, Lithuania (except crossing thereof, including roundabouts) and public roads of Estonia by freight vehicles and compositions thereof, the full mass of which is exceeding 3000 kilograms and which are provided or used for road shipment.

Vignette payment system - an electronic system developed by the Company and based on the Site, where the Customer may pay for Vignettes for transportation units that the Customer has registered in the system. Vignettes may be paid for on the online system, mobile application or by sending an SMS code to the phone number specified by the Company.

Service fee – a fee paid by the Customer for the Road toll payment service provided by the Company. The Service Fee is applied for each paid Vignette and is set out in the Company's valid price list published at the Vignette payment system. The price list is an integral part of these Terms and Conditions, and the Company has the right to unilaterally amend it by informing the Service Recipient on the Website and, if possible, also by electronic mail or text message no later than 5 (five) days before the amendments come into force.

Customer - a natural or a legal person, on behalf of whom the Motor road user charge payment service is ordered and received in the Vignette payment system, in accordance with the Conditions.

SMS - short message service provided by a mobile operator, providing a possibility to initiate payment for Vignettes in a form of a non-cash payment by sending the Vignette payment requesting code to the phone number specified by the Company. SMS shall not be considered as a mean of payment.

Mobile phone number - Mobile phone number, which is attracted to the SIM card of Customer's phones and is registered in the Vignette payment system and enabling the mobile phone's user to receive and send SMS.

Conditions - this agreement and all its terms and conditions, which become binding upon their approval on the Site. The Company has the right to unilaterally amend the Terms and Conditions by notifying at the Vignette Payment System at least 5 days in advance. The Service Recipient has the right not to accept the amendments.

Service - Motor road user charge payment service in the Vignette payment system, which is provided by the Company in accordance with the Conditions. The Service shall have several types (levels), which shall be specified on the Site and which may have different Service price specified on the Site.

Company - SIA Baltic Tolls, reg. No. 40203046250, legal address: Lielirbes 17A-7, Riga, LV-1046, Latvia.

Vehicle - a vehicle, being in the property, possession or holding of the Customer.

Site - internet site www.smsvinjetes.lv, maintained by the Company, where it is possible to order the Service and to use the Vignette purchase system.

1. Subject of the Contract

- 1.1. The Company shall grant to the Customer the right and actual possibility to use the Vignette payment system, where the Service shall be for the Service fee.

2. Use of the Vignette payment system

- 2.1. A user account is created for the Customer on the Site, where information about payments, notifications, etc. is available.
- 2.2. The Customer enters the vehicle data: state registration number, country, gross weight, number of axles, emission class, etc.
- 2.3. The Customer must provide the required information, including the payment method.
The purchase is successful only when the Service Recipient has received confirmation with the vignette registration number.

3. Payments

- 3.1. Vignette fee shall be determined in accordance with the rates set by regulatory enactments effective in the Republic of Latvia, Lithuania and Estonia.
- 3.2. The service fee is applied in accordance with the Company's price list published in the Vignette Payment System. The Customer shall make all payments to the Company in the form of non-cash payments.
- 3.3. If the Customer has been granted individual payment terms or special prices, such prices are fixed in a separate agreement or invoice. The price list specified on the Vignette payment system applies to other persons.
- 3.4. When paying by payment card, the Company withholds a commission fee in accordance with the price list published in the Vignette Payment System, not exceeding 3.5% of the payment amount.
- 3.5. When choosing other payment methods, the Customer must make an advance payment in the amount specified by the Company. The security is used to pay for the Services.
- 3.6. The Company prepares an invoice for the Services used in the previous month and sends it by e-mail and/or places it in the account on the Site. The invoice must be paid no later than within 7 days.
- 3.7. Payments are considered made when they are received in the Company's current account.
- 3.8. The Company has the right not to provide the Service if the Customer fails to fulfill payment obligations or other circumstances related to the Service Recipient arise that impede the provision of the service.

4. Rights and obligations of the Company

- 4.1. The Company shall ensure constant operation of the Vignette payment system for at least 99% of the year. The Company shall ensure that the monetary funds of the Customer are transferred for payment of the Motor road user charge in a timely manner and in accordance with the procedure set by legal norms.
- 4.2. The Company is not responsible for system disruptions that occur due to the actions of third parties or external circumstances. The Company shall be entitled to rework, change, and improve the Vignette payment system and the Site.
- 4.3. The Company has the right to improve the system and the Site.
- 4.4. The Company has the right to suspend the provision of the Service if the Customer does not comply with the Terms.
- 4.5. All intellectual property rights to the Site belong to the Company.

5. Liabilities of the Customer

- 5.1. The Customer must ensure the entry of true data and the appropriate use of the system.
- 5.2. By confirming the Terms and/or making a payment, the Customer confirms his/her right to use and register an account.
- 5.3. If a person acts without authorization, he/she is personally liable.
- 5.4. The Customer has the right to correct or delete his/her data.

6. Responsibility

- 6.1. The Customer and/or representative thereof shall undertake responsibility for the way of acting, which is violation or may violate the rights of any third person in any way.
- 6.2. If the Customer delays any payment, then it shall pay to the Company a contractual penalty in the amount of 0.5% from the delayed amount for each day of delay.
- 6.3. The Company takes full responsibility for the fact that Vignette is registered in accordance with the laws and regulations in cases where the Company has provided a unique vignette registration or ID number, either in Vignette payment system or has sent confirmation SMS with the Vignette registration number or ID.
- 6.4. In the case of violation of the intellectual property rights of the Company the offender shall be called to justice set by regulatory enactments, including being responsible for all losses, which are or may be caused to the Company or third persons.
- 6.5. All disputes, arising between the Customer and the Company, are to be settled, in accordance with the Conditions and regulatory enactments of the Republic of Latvia.
- 6.6. If the Customer has any complaints regarding the quality of the Service, is shall provide the relevant submission to the Company, specifying the information identifying the Customer as well as substantiation of the submission. The submission is to be sent to the legal address of the Company or electronically to the e-mail info@smsvinjetes.lv
- 6.7. The Customer is informed and agrees that all activities performed on the Site by using the user's name of the Customer and password granted to it shall be binding to the Customer and shall be considered as the ones performed by the Customer.
- 6.8. If the Customer is a consumer, the consumer may use right of withdrawal and unilaterally withdraw from the order of the Service within 14 days by notifying the Company on that in writing.

7. Privacy

- 7.1. All personal data of the Customer and/or representative thereof, personal identity codes and information of the Vehicle delivered to the Company and entered on the Site, shall be protected in accordance with the regulatory enactments of the Republic of Latvia.
- 7.2. When approving the Conditions, the Customer shall give a consent that the Company shall perform processing of the personal data and personal identity code of the relevant Customer as well as information of the Vehicle, in accordance with the regulatory enactments of the Republic of Latvia.
- 7.3. The Company shall be the processing manager of the personal data and personal identity code of the Customer
- 7.4. Purpose of processing of personal data and personal identity codes of the Customer - offering and use of the Service, as well as provision of tracking services.
- 7.5. The Company shall be entitled to inform the Customer through e-mail on the different kind of current events related to the Service.
- 7.6. The Customer shall be entitled to add, correct or delete the data specified in its account on the Site.
- 7.7. If the Service, the Site, the Company or assets thereof are transferred to any third person (for example, sale of the company), in such a case the personal data and information related to the Customer may be delivered to such third person, without requesting for a separate consent from the Customer.
- 7.8. When approving the Conditions, the Customer confirms of being informed and agreeing on the transfer of his or her personal data to the personal data operator, who shall ensure fulfilment of the services on behalf of the Company (such as payment processor, debt recovery companies etc.).