

## Terms and Conditions Governing the Provision of Services by Electronic Means

VIA4 S.A. with its registered office in Mysłowice (post code 41-404), ul. Piaskowa 20, e-mail: [office@VIA4.pl](mailto:office@VIA4.pl), hereinafter referred to as VIA4 or the Service Provider, hereby introduces the Regulations for the provision of services by electronic means (hereinafter referred to as the Regulations) on the Website maintained by the Service Provider at the following address <http://www.VIA4.pl/> (hereinafter: Service).

### General provisions

1. The Terms and Conditions determine as follows:
  - a. The types and scope of Services provided by electronic means (hereinafter: Services) on the Website maintained at [www.VIA4.pl/](http://www.VIA4.pl/);
  - b. The conditions for the provision of Services by electronic means;
  - c. The conditions for making and terminating contracts by electronic means;
  - d. The procedure of lodging complaints.
2. The Service User may be a natural person, a legal person or a business unit without legal personality, who uses the service provided by electronic means.

### Types and scope of Services provided by electronic means

1. Within the framework of the Website, the Service Provider provides the following Services:
  - a. Information Services within which the User obtains as follows:
    - i. General information about the Service Provider, the profile of its activities, and the Services offer;
    - ii. General information concerning motorway tolls, safety on the served section of motorway, weather conditions and road situation;
    - iii. Advice for drivers;
    - iv. Contact details enabling contact with the Service Provider.
  - b. A contact form through which the User may send the Service Provider messages and questions concerning issues closely related to the activities of VIA4 S.A. In order to use the Website, the User will be requested to provide their personal data, such as name, surname, e-mail address or telephone number, the content of the message or question. The provision of personal data is voluntary; however, it is necessary to process the User's enquiry. Failure to provide all or particular data may, for example, result in the inability to respond the User's inquiries. The Service of the contact form is provided free of charge.

### Conditions for the provision of Services by electronic means

1. Before using the Website, the User is obliged to read the Terms and Conditions. These Terms and Conditions are available free of charge on the Website, in a form that makes it possible to download, record, reproduce and print, using the User's computer system. By using the Website,

- the User confirms that s/he has read and accepts the Terms and Conditions, and undertakes to comply with them.
2. The Service Provider has the right to change all or part of the Terms and Conditions at any time. All changes will be published on the Website on an ongoing basis. Using the Website and the Services after the amendments have been introduced to the Terms and Conditions shall constitute the User's acceptance thereof.
  3. These Terms and Conditions apply to the Website and the Services offered on it unless other agreements or regulations apply to such Services, of which the User will be notified.
  4. The User is obliged to use the Website and the Services offered on it in a manner consistent with applicable regulations, rules of social coexistence and the principles good mores.
  5. The Website Users are prohibited from the following:
    - a. Provision of illegal content, including in particular, but not limited to, the content violating the personal rights of third parties, the content inciting to hatred on the grounds of race, ethnicity or religion, or the content violating generally accepted social norms;
    - b. Taking any action that would cause any disruption of work or overloading of the Service Provider's ICT systems or other entities' that directly or indirectly participate in the provision of electronic Services, including in particular, but not limited to, circumvention of security measures, installation of malicious software, placing content in places not designated for this purpose.

#### **Conclusion and termination of Services provided by electronic means**

1. Agreement for the provision of information Services by electronic means is made upon the User's access to the Website [www.VIA4.pl](http://www.VIA4.pl) or any subpage of this Website and shall be terminated as soon as the User leaves all pages/subpages of this Website. The User may terminate the use of the information Service at any time. The Service shall be provided free of charge.
2. Agreement for the provision of the contact form Service is made when the User starts using the Service and it is terminated when the User stops using the Service. The User may discontinue using the contact form at any time. In order to use the Service, the User is asked to provide their personal data, such as the name, surname, e-mail address or telephone number, and the content of the message or question. Providing personal data is voluntary; however, it is necessary for the performance of Service. Failure to provide all or individual data may, for example, result in the inability to provide the Service due to the lack of sufficient data to provide the expected response. The Service of the contact form is provided free of charge.

#### **Use of Services provided by electronic means**

1. The Website is for information purposes only. The Service Provider makes every effort to ensure that the information presented on the Website – in particular information on the current situation on the roads and the charges and fees – is current, correct and reliable.
  2. Using the Service provided by electronic means is connected with the risk of infecting the information system by unwanted software causing damage or hacking attacks. The Service Provider recommends the User to have, e.g., antivirus software or to take other measures to
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minimise the risk of such and other undesirable events. The Service Provider is not responsible for technical problems resulting from faulty operation of the equipment in the possession of the User or for the lack of appropriate parameters to receive data; neither is the Service Provider responsible for the risk associated with the use of Services provided electronically, and thus for damage not resulting from his or her fault or negligence, or damage caused as a result of the action of the User or third parties.

3. In order to use the Website and the Services provided electronically within the Website, the User must meet the following technical requirements:
  - a. Switching on the possibility to store cookies and Javascript in the Internet browser;
  - b. Access to a device, such as computer, laptop, telephone or other multimedia device with Internet access and a web browser.
4. In the event of failure to meet the technical requirements referred to above, the Service Provider reserves that the Website and/or Services may not function properly or the User will not be able to use them.
5. The Service Provider is not obliged to verify the content transmitted and made available by the User to the Service Provider's ICT systems. If the Service Provider becomes aware of information indicating a reasonable suspicion that a criminal or illegal act has been committed, the Service Provider may remove such content.
6. The Service Provider reserves the right to carry out maintenance works on the ICT system at any time. These works may cause temporary difficulties in accessing Services. The Service User is not entitled to any compensation claims from the Service Provider.
7. The User is obliged to enter truthful and accurate data.
8. The Website may contain links redirecting to the websites of other Service Providers. VIA4 S.A. is not responsible for the use of Websites and Services of other Service Providers.

### **Complaint procedure**

The User has the right to lodge a complaint regarding the functioning of the Website and Services. The complaint should include at least such data as the User's identification (name, surname, address, e-mail address), precise identification of the subject matter of the complaint and the circumstances justifying the complaint. Complaints without the above data will not be considered. Complaints should be submitted by e-mail to the following address [office@via4.pl](mailto:office@via4.pl) or by sending it to the address of the Service Provider's registered office.

Complaints will be considered within 14 days from the date of receipt of the complaint. The Service Provider reserves the right not to consider complaints resulting from lack of knowledge of the Terms and Conditions, failure by the User to follow the given instructions on an ongoing basis through the Service or directly by VIA4 S.A. The decision will be sent to the e-mail address indicated in the complaint.

### **Personal data protection**

1. To use certain features of the Website, the User may be required to provide personal information. Some data may be collected automatically. The Controller of personal data is the Service

Provider. Personal data of the Users are processed in accordance with the regulations of GDPR and the Act on Provision of services by Electronic Means to the extent necessary to establish, develop the content, and change or terminate the legal relationship. Other personal data may be collected if it is necessary to perform the contract or to perform another legal action with the User due to the nature of the Service provided. The Service Provider may also process data characterising the User's use of the Service provided by electronic means, such as the User's identification marks, marks identifying the ending of the User's ICT system, information on the commencement, termination and scope of each use of the Service provided by electronic means, and information on the User's use of the Services provided by electronic means. The Website uses cookies to make it easier for the User to use it and for statistical purposes. The User may block cookies at any time, and thus refuse to consent to their use and storage in the memory of the device, by changing the settings of the Internet browser s/he uses to use the Website. More information on how cookies work can be found at <http://www.allaboutcookies.org>.

2. Using the Service of the contact form, the User is asked to provide specific personal data, such as name and surname, e-mail address (or telephone number), and the content of the message. The provision of such data is voluntary; however, it is necessary for the provision of the Service. Personal data will be processed in order to perform the Service of the contact form. The User's data provided in the contact form may also be processed for another purpose if their processing will be necessary to fulfil specific legal obligations incumbent on the Service Provider or if their processing is necessary to fulfil legally justified interests of the Service Provider, such as assertion of claims or defence against claims, as well as the need to archive evidence for the purpose of proving the lawful processing of personal data. Such situations may occur, for example, when data processing is necessary for the fulfilment of the responsibilities resulting from GDPR or when the message contains information related to the claim against the Service Provider.
3. The User's data referred to in the section on the Complaint Procedure may also be processed for the purpose of processing the complaint.
4. Personal data of the User will be processed only for the time necessary to execute the above mentioned purposes of processing and in accordance with legal regulations. Legal grounds for data processing are specified in generally binding legal regulations, including in particular the Act on the provision of services by electronic means (Article 18) and GDPR (Article 6(1)(b), (c) and (f)).
5. The recipients of data may be only entities (service providers, business partners), with which the Service Provider cooperates and which support it in the implementation of the above mentioned processing objectives, as well as in the maintenance and operation of the Website. To the extent necessary in connection with the implementation of individual processing purposes, the data may be transferred to a law firm or postal service providers, e.g. for the purpose of delivery of a letter.
6. In the scope indicated in the legal regulations, personal data may be transferred to state authorities for the purposes of proceedings conducted by these authorities on the basis of applicable legal regulations.
7. Personal data of Users collected through the Website are not subject to the process of automated decision making, including profiling.
8. A person whose personal data is processed, depending on the legal basis for processing and the premises specified in the provisions of Article 15–21 of GDPR and Article 7 of GDPR, has the

following rights:

- a) The right of access to personal data pursuant to Article 15 of GDPR;
- b) The right to rectify personal data on the basis of Article 16 of GDPR;
- c) Pursuant to Article 18 of GDPR, the right to demand that the Controller limits the processing of personal data, subject to the cases provided for in GDPR;
- d) The right to erasure in accordance with Article 17 of GDPR;
- e) The right to object to the processing in accordance with Article 21 of GDPR;
- f) The right to data portability in accordance with Article 20 of GDPR;
- g) The right to withdraw the consent to processing at any time without affecting the lawfulness of the processing carried out on the basis of the consent prior to its withdrawal – Article 7 of GDPR.

Any demands related to the exercise of any of the rights mentioned above should be directed by the User by e-mail to the e-mail address of the data protection officer appointed by the company, i.e. [iod@via.pl](mailto:iod@via.pl), or by mail to the address of the Controller's registered office.

- h) The right to file a complaint with the competent supervisory authority if the User considers that the processing of his/her personal data violates the regulations of GDPR.

In Poland, the supervisory authority is the President of the Office for Personal Data Protection, 00-193 Warsaw, ul. Stawki 2.

#### **Final Provisions**

1. All matters not regulated by these Terms and Conditions shall be subject to generally applicable legal regulations in force in the territory of the Republic of Poland.
2. These Terms and Conditions are effective as of 21.10.2019.