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**GENERAL CONDITIONS OF USE ("GCU")
for purchasing a digital vignette and digital route toll**

Edition: 1.11.2017

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

1. ASFINAG and "ASFINAG-Onlineshop"

- 1.1. The Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft ("ASFINAG") operates and is a media owner of the "Digital Vignette Onlineshop" on the Internet at <https://shop.asfinag.at> ("Webshop") or as part of ASFINAG App "Unterwegs" for iOS or Android ("App"; as far as not subsequently different in the following, ASFINAG-Onlineshop). ASFINAG is a company incorporated under the ASFINAG act, the shares of which are wholly owned by the Republic of Austria: Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft; branch office: Rotenturmstrasse 5-9, 1011 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, Commercial Court of Vienna, VAT identification number: ATU 43143200; business purpose: The financing, planning, construction and maintenance of federal roads, including the necessary and appropriate infrastructure, the collection of time and mileage dependent tolls from the users of these roads as well as the operation of the Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft insofar as they have been received for the purposes of the planning, construction and maintenance of federal roads, the exploitation and management of areas not directly used for transport and the land and buildings which are the property of the motorways, and fast-track financing stock corporation pursuant to the Federal Act on the Procurement and Transfer of Federal Roads (Article 5 of the Federal Highway Transfer Act), as well as the implementation of parts of the service agents in the system for digital accounts, rolling stock for road transport; applicable laws and regulations: [ASFINAG act](#), [ASFINAG Authorization Act 1997](#), [Federal Road Toll Act](#) and Road Specialization Laws ([Arlberg expressway financing law](#), [Federal Law concerning the financing of the Innsbruck-Brenner motorway](#), [Karawanken motoway financing law](#), [Pyhrn motorway financing law](#) and [Tauern motorway financing law](#)), [vignetten pricing regulation](#) and [toll regulations](#).
- 1.2. With the usufruct agreement concluded under the ASFINAG Authorization Act in 1997, ASFINAG was granted the right of usufruct of all motorways and expressways. As a result, ASFINAG has the right to collect tolls from all users; this is based on the respective valid toll regulations that form part of this GCU, in addition to the statutory basis. In particular: (i) the toll road network; (ii) the possibilities and modalities of tolling; (ii) vignette control; and (iv) tolling, including substitute toll.
- 1.3. With the amendment of the Federal Road Toll Act (BStMG), the option was granted of acquiring a digital vignette or a digital route toll for the payment of the time-dependent tolls or road tolls for single-lane motor vehicles as well as for multi-lane motor vehicles whose maximum permissible total weight is no more than 3.5 tonnes by registering the license plate in the toll system. ASFINAG

operates the ASFINAG Onlineshop in order to enable this registration or the purchase and management of the digital vignette or of the digital route toll.

- 1.4. The "Digital Vignette Webshop" is available in the following languages: German (standard), English, Croatian, Slovenian, Slovak, Italian, Czech, Hungarian, French, Turkish, Polish, Dutch, Romanian and Danish. The ASFINAG app "Unterwegs" is available in German and English.
- 1.5. There will be no costs for the user in connection with the use of the ASFINAG-Onlineshop, except for the purchase of digital vignettes or digital route tolls or costs for the re-registration (possibly refundable under the toll regulations). Any costs for the use of the data in connection with the user's (mobile) telecommunication means are charged against the user's telecom service provider, which can provide this information, and not against the ASFINAG.
- 1.6. The purchase of the digital vignette (see item 3 for the purchase by the consumer or item 5 for purchase by a company) or the digital route toll (see item 6 for purchase by consumer or item 8 for purchase by a company) is a legal obligation to pay. The subscription may only be made via the ASFINAG-Onlineshop within the EEA and Switzerland, and is exclusively based on this GCU, by reference to integral documents and the legal provisions. Other conditions - in particular terms of purchase of the purchaser - are excluded.
- 1.7. The subject GCU shall be valid for purchases from 01.11.2017. This and previous GCU (together with the corresponding period of validity) can be found under the following link: <https://shop.asfinag.at/en/anb>, whereby they are always provided so that they can be stored and reproduced by the user.

2. Adhesive toll sticker or digital vignette or route toll or digital route toll?

- 2.1. Adhesive toll stickers and digital vignettes have the same validity period, they cost the same price and are available as an annual vignette, as a two-month vignette and as a ten-day vignette. They differ from each other, however, in that the adhesive toll sticker is to be affixed to the vehicle, whereas the digital vignette the motor vehicle licence plate number is registered in the toll system in accordance with the specifications of the BStMG. This registration represents the purchase of the digital vignette. In accordance with the toll regulations, the digital vignette can be validated for consumers in the case of distance sales, at least 18 days after the purchase. Otherwise, in the case of the two-month vignette and the ten-day vignette, the validity period can be freely chosen within the respective vignette year and, if it can already be paid, the following vignette year (1st December to 30th November of the following year), whichever is applicable. Customers have the choice of opting for the type of toll control that is most advantageous for them.
- 2.2. Conventional route tolls and digital route tolls are the same price and are available as a one-way or annual ticket. The BStMG stipulates that if an annual vignette is held (digital vignette or adhesive toll sticker), with the purchase of an annual ticket within the valid period of the annual vignette EUR 40, - (including VAT) will be applied to the valid price of the annual ticket, this is shown in the order process. In accordance with the toll regulations, the digital annual ticket purchased from distance sales will be valid for consumers at the earliest 18 days after the date of purchase; otherwise, the beginning of the validity period can be freely selected within the respective calendar year. In the case of individual journeys, the owner must confirm the immediate validity (see item 6.3 for details).

3. Purchase of the digital vignette by the consumer

- 3.1. See the general terms relating to the purchase of a digital vignette from a distance under item 2.
- 3.2. Consumers are those who purchase digital vignettes and the purchase does not relate to the business of their company or those who do not declare themselves as a company in the purchase process (see point 5). A company or business is any permanent organization of independent economic activity, whether profit-oriented or not; legal entities of public law are always regarded as companies. When a digital vignette is purchased by a natural person prior to commencement of their business activities to create the required prerequisites, the purchase does not belong to the above-mentioned business
- 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 ASFINAG-Onlineshop and are self-explanatory, namely by the steps
 - Product selection (including the distinction between a passenger vehicle and a motorcycle): After selection of the vignette product, the country of registration and the licence plate number must be input (both twice to prevent input errors). Optionally, for anonymous statistical purposes, the purchaser can specify whether the stated licence plate number is an interchangeable license plate number. If the purchaser does not have a standard licence plate number, the syntax of the license plate number is not checked further. The purchaser can also select the validity date depending on the product specification (see item 2.1), If the purchaser has a registration code it can be stated here and if the registration code is validated, the payment step is skipped for this product. Further products can be selected by clicking "Select another product" (in the app: "plus" = "+").
 - My data: The input of an e-mail address (which, to prevent errors must be input twice) is necessary for the transmission of the order confirmation (see item 3.4). The purchaser must also state the method of payment. As an option information regarding the receiver of the invoice can be entered (mandatory if the value exceeds EUR 400, - (gross)).
 - Order overview: This page displays the total costs (also with and without VAT), the selected products, the stated e-mail address, invoice recipient data and the payment method. The purchaser can delete products or change licence plate number, e-mail address, invoice recipient data and payment method. With this step, the purchaser is provided with an appropriate, effective and accessible technical means by which they can recognize and correct input errors before submitting their purchase declaration. The purchaser must confirm acceptance of the GCU by ticking a check box. The confirmation of the order is made by the purchaser activating the "CONFIRM ORDER" key.
 - 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 which the ASFINAG has no influence can be applied.

- 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. The product ID is also displayed to the purchaser, whereby the purchase notification can be printed out or saved. The invoice can also be displayed or downloaded here.

3.4. Upon completion of payment, the purchaser immediately receives a confirmation of their declaration of purchase or the order confirmation of the related digital vignette(s) to their specified e-mail address.

This e-mail to the purchaser also includes the applicable GCU including sample revocation form for consumers (see also item 4) and the invoice.

3.5. The payment process is stored by ASFINAG (also refer to [information relating to the processing of personal data](#) in the ASFINAG toll systems). If the purchaser has registered with "My Account", they are given access to their reference data or the possibility to assign their previous digital vignette(s) to their account. Registering to "My Account" is possible at any time.

4. The consumers right of withdrawal from the purchase of the digital vignette

4.1. In accordance with the toll regulations, consumers buying from a distance 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. e-mail to cancellation-shop@asfinag.at, a letter sent by 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 this GCU, but this is not obligatory. The withdrawal period shall be respected when the withdrawal notice is sent within the deadline. 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 made by e-mail to widerruf-shop@asfinag.at and, if possible, include the information given in the sample withdrawal form at the end of this GCU.

4.4. If the withdrawal is made within the time limits, all payments made by the consumer will be reimbursed without delay and at the latest within 14 days from the date of receipt of the withdrawal notice, using the same means of payment as the consumer used for the processing of the payment.

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 are obliged to confirm their status as a company during the purchase process by ticking a checkbox. By doing this the purchaser guarantees that it has confirmed its company status, that this prerequisite is met and that it is purchasing the digital vignette(s) within the scope of its company status. For the purchase of the digital vignette, the regulations applicable to consumers apply analogously to companies, with the following exceptions: For companies, the digital vignette

can be validated immediately after purchase. However, companies are not entitled to withdraw from the contract in accordance with item 4. As an option information regarding the receiver of the invoice can be entered (mandatory if the value exceeds EUR 400, - (gross)).

6. Purchase of the digital route toll by consumers

- 6.1. See the general terms relating to the purchase of a digital route toll from a distance under item 2.
- 6.2. The definition of a consumer is defined for the digital route toll in item 3.2.
- 6.3. For the purchase of the digital route toll by the consumer, the stipulations in item 3.3 apply in the same way with the following special features for the route toll:
 - **Product selection:** Here, the purchaser of an annual ticket can select the start of the one-year period of validity according to item 2.2 or a single journey (for single journeys and for the respective lapse of the right of withdrawal during use see in particular items 6.3 and 7). After selecting the route toll product the country of registration and the licence plate number (both twice to prevent input errors) must be input. If an adhesive vignette is already owned, to obtain a credit of EUR 40,- (including VAT) when purchasing a digital annual ticket, the purchaser must enter the number of the annual vignette receipt. If a digital annual vignette is purchased at the same time or was purchased previously, the credit for the identical licence plate number is performed by the system.
 - In the case of the purchase of a single journey, the consumer declares their express wish that the journey can start immediately and in particular before expiry of the withdrawal period (see point 7). This allows the consumer to begin the journey immediately and completely. There is no right of withdrawal once the single journey/transit through the toll station has started.

7. The consumers right of withdrawal from the purchase of the digital route toll

- 7.1. Consumers have the right to withdraw from the purchase of a digital route toll within fourteen days without giving reasons. The withdrawal period begins with the date of purchase.
- 7.2. The right of withdrawal lapses in accordance with item 6.3 for single journeys that are completely consumed by the purchaser within the withdrawal period.
- 7.3. Otherwise, the right of withdrawal from the purchase of the digital route toll shall be deemed to be the same as defined in item 4.

8. Purchase of the digital route toll by companies

- 8.1. See the general terms relating to the purchase of a digital route toll under item 2.
- 8.2. Companies are obliged to confirm their status as a company during the purchase process by ticking a checkbox. By doing this the purchaser guarantees that it has confirmed its company status, that this prerequisite is met and that it is purchasing the digital route toll within the scope of its company status. For companies, in contrast to consumers (see in particular item 6.3), the digital vignette can

be validated immediately after purchase. However, companies are not entitled to withdraw from the contract in accordance with item 7. As an option information regarding the receiver of the invoice can be entered (mandatory if the value exceeds EUR 400, - (gross)).

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

9. "My account"

9.1. Before the start of the validity of a digital vignette and digital annual ticket, the following data of a preciously purchased digital vignette or digital annual ticket can be changed under "My account" in accordance with the toll regulations:

- (i) Licence plate number and country of registration
- (ii) First day of validity (only for ten day and two month vignettes, annual ticket).

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

A process has been set up under "My Account" in the "Digital Vignette Onlineshop for this purpose. In this case a product configuration must be repeated without paying a new toll; the changes take effect when this process is completed.

9.2. From the beginning of the validity of a digital vignette and after the beginning of the validity of an annual ticket, licence plate number and country of registration of a digital annual vignette or annual ticket can be changed in the web shop under "My account".

For this purpose a process is set up under "My account" in the "Webshop" (but not in the app) In this case, at least one product configuration has to be repeated, whereby in accordance with the toll regulations the re-registration of the licence plate number is subject to a fee, which is why an ordering process must be completed even if the fee is refundable in certain cases. Appropriate proofs must also be provided in a separate process step. The changes made become effective after completion of this process(see section A I, item 3.6 and part A II, item 4.8).

9.3. Purchasers can log on to the "My Account" at any time through the ASFINAG Onlineshop, specifying their e-mail address and password. The following functionalities are available under "My account":*

9.4. The access data to "My account" are kept safe and kept confidential. They may not be disclosed to non-entitled persons. Purchasers are requested to always keep their data up to date, correct and complete in "My account", in particular with regard to their contact details.

10. Public register of the vignette evidence

10.1. The digital vignette pre-supposes a public register in which each person can see whether a digital vignette 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 adhesive vignette 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.

10.2. For this reason, anyone enter a query via the the Internet in the [vignette evidence](#), which is controlled by the ASFINAG, and enquire whether a vehicle has a digital vignette or a digital route toll and for which periods they are valid.

11. Warranty and compensation for the purchase

11.1. The general statutory warranty provisions applicable to consumers are laid down in §§ 922 to 932a of the General Civil Code ("ABGB").

11.2. Moreover, the obligation to check and the obligation to lodge complaints in accordance with § 377 of the Corporate Code ("UGB") applies to companies.

11.3. Liability for damages for slight negligence is excluded both from consumers and from entrepreneurs. This exclusion of liability does not apply to personal injury or to consumers, nor to violations of contractual obligations. With regards to companies the liability in the case of gross negligence is furthermore is limited to positive damage.

12. Information on data processing

The provisions according to the [information on the processing of personal data](#) in the toll systems of the ASFINAG apply.

13. Information on complaints and dispute resolution for consumers

13.1. The EU online dispute resolution platform for online contracts with consumers can be found at <http://ec.europa.eu/consumers/odr/>.

13.2. The Austrian arbitration office for consumer transactions can be found at <http://www.verbraucherschlichtung.or.at/>.

13.3. ASFINAG is not obliged to participate in any of these alternative dispute settlement procedures.

13.4. Requests, suggestions and complaints should be addressed to: info@asfinag.at.

14. Choice of law and place of jurisdiction for companies

14.1. 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 route toll, which is a consumer, is not restricted in its mandatory rights of its home country.

14.2. In so far as the purchaser of a digital vignette and/or a digital route 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.

15. Severability clause for companies

15.1. The following applies to entrepreneurs, but not to consumers: The invalidity or impracticability of individual provisions of these terms of use does not affect the effectiveness 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 route toll, please fill out this form and send it back if possible **via e-mail, although this is not obligatory**:

To

Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft

pA ASFINAG Maut Service GmbH

Am Europlatz 1

1120 Vienna

E-Mail: widerruf-shop@asfinag.at

Fax: +43 (0) 50 108-10020

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

Licence plate number and country of registration: _____.

Product ID: _____.

Name of consumer(s): _____.

Address of consumer(s): _____.

Signature of the consumer(s) (only for communications on paper):

_____.

Date: _____.

(*) *Delete as appropriate.*