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 main and regional 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 purchase 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 that the Buyer shall pay for the Motor road user charge payment service provided by the Company. Service fee shall be deducted for each paid Vignette, unless the Company provides for other payment terms in the Conditions. The Service may have a different Service fee, depending on the type thereof, which is specified on the Site.

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 contract and conditions thereof, which shall become as a contract binding to the Company and Customer afterwards, when the Customer has electronically approved the Conditions on the Site. The Company shall be entitled to unilaterally amend the

Conditions in relation to the Vignettes to be paid for in the future by informing the Customer on that on the Site (5) days before the relevant amendments coming into force. The Buyer shall be entitled not to accept amendments by terminating to make payments for the Service expected in the future and not performed yet. In such a case it shall be presumed that the Customer has unilaterally withdrew from the contract.

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 iela 17A-7, Rīga, Latvija, LV-1046, Latvia.

DKV - DKV EURO SERVICE GmbH + Co. KG with VAT registration number DE119375450, legal address Balcke-Dürr-Allee 3, Ratingen, DE-40882, Germany, is the Invoice issuer to the Customer for vignette purchases and the services received in the Vignette payment system.

DKV card – a fleet card issued by DKV EURO SERVICE GmbH + Co. KG to the Customer is considered as the only Method of payment for vignettes and services provided in the Vignette payment system.

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

Site - internet site www.smsvinjetes.lv/en/dkv , 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 Vignette payment system user's account shall be established for the Customer on the Site with an access to the Vignette payment system, including information on payments, notifications from the Company and other information important for the system user.

2.2. The Customer shall enter in the Vignette payment system data on the Vehicle/-s, and the Drivers phone numbers, who will be allowed to make purchases of the vignettes; Customer's DKV card data that will be used for the purchases. The following data of the Vehicle shall be included in the Vignette payment system: licence plate, registration number, full mass, number of axis, emission class.

2.3. The Customer shall have an obligation to specify in his or her user's account on the Site also other information specified and requested in the account, from which the possibility of the Service provision is depending.

2.4. An access to the Vignette payment system shall be provided for the Customer, in accordance with the Service level and Service fee price list specified by the Customer on the Site.

2.5. Possibility of receipt of the Service may depend from the network coverage of mobile communication operator selected by the Customer. The Customer shall have an obligation to purchase and pay for the SIM card of the mobile communication operator by him or herself.

2.6. Purchase of vignettes has been successful only in cases when the Customer in the Vignette payment system, mobile application or the SMS has received a confirmation with Vignette registration number. If the Customer does not SMS to its mobile phone, he can always verify purchase and see the confirmation or denial on the Site.

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 for acquisition of 1 (one) vignette is determined to EUR 1.00 (one) + VAT (if applicable).

3.3. The Customer shall make all payments to the DKV in the form of non-cash payments.

3.4. When establishing the Vignette payment system user's account, the Customer shall select and accept any of the types of payments offered by the Company.

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.

4.2. 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.

4.3. The Company shall not be responsible for interruptions in the operation of the Vignette payment system, if they are caused by damages of the SIM card, disruptions of electricity supply, and the way of acting of the mobile communication operators or other circumstances, which have not occurred as a result of activity of the Company.

4.4. The Company shall be entitled to rework, change, and improve the Vignette payment system and the Site.

4.5. The Company shall be entitled to unilaterally suspend the Service provision and/or terminate this contract, if the Customer fails to comply with the Conditions or legal norms that are referable to the Service.

4.6. All intellectual property rights with regard to the Site and the content placed there shall be owned only and solely by the Company.

5. Liabilities of the Customer

5.1. The Customer shall order and use the Service on the Site by entering the information necessary for provision of the Service before that. An account on the Site shall be established for the Customer after entry of the specified necessary information and approval of the Conditions.

5.2. When approving the Conditions, the Customer and representative thereof shall confirm that i) he or she has the right and/or authorisation to use and register the company's or private account and DKV cards in the Vignette payment system and ii) she or he has received all necessary consents and permits, if any shall be required, for performance of the above mentioned activities, and iii) the person, who is acting on behalf of the Customer on the Site, is 4 entitled to represent the Customer and act on behalf of it. If any person acts without the appropriate authorisation, it shall be personally responsible for fulfilment of all liabilities towards the Company.

5.3. The Customer shall ensure use of the Vignette payment system, in accordance with the Conditions.

5.4. The Customer shall be entitled to enter and also amend its data (including on the Vehicle) in the Vignette payment system. The Customers liability is to provide correct data about its vehicles according to vignette purchase parameters. The Customer takes responsibility of incorrect data input and following consequences according to the Law.

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. 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.

6.3. 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.

6.4. 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.

6.5. 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

6.6. 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.

6.7. 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.).