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**GENERAL CONDITIONS OF USE ("GCU")  
for purchasing Digital Vignettes as well as the Digital Section Toll in the ASFINAG-  
Webshop (including the ASFINAG-App)**

Valid from 8<sup>th</sup> November 2018

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

**1 ASFINAG and „ASFINAG-Webshop“**

- 1.1 The Autobahnen- und Schnellstraßen-Finanzierungs-Aktiengesellschaft ("ASFINAG" for short) operates and is the media owner of the "Digital Vignette Webshop" on the Internet at <https://shop.asfinag.at> („Webshop“) and the ASFINAG-App "Unterwegs" for iOS or Android (for short: "App"; unless otherwise specified below, in each case: "ASFINAG webshop"). 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: Schnirchgasse 17, 1030 Vienna, Austria; contact: Tel +43 (0) 50 108-10000, Fax +43 (0) 50 108-10020, E-mail [office@asfinag.at](mailto: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 motorway 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, which form an integral part of this GCU.
- 1.3 The Federal Road Toll Act (BStMG) regulates the payment of time-dependent tolls and section tolls for single-lane vehicles and multi-lane vehicles whose maximum permissible total weight does not exceed 3.5 tones. It is possible to acquire a Digital Vignette or a Digital Section Toll by registering the license plate in the toll system. ASFINAG operates the ASFINAG Webshop to enable this registration or the purchase and administration of the Digital Vignette or the Digital Section Toll.
- 1.4 The Webshop is available in the following languages: German (standard), English, Croatian, Slovenian, Slovakian, Italian, Czech, Hungarian, French, Turkish, Polish, Dutch,

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Romanian and Danish.

- 1.5 There will be no costs incurred by the user in connection with the use of the ASFINAG-Webshop. Any costs for the use of data in connection with the user's (mobile) telecommunication means are charged against the user's telecom service provider.
- 1.6 The purchase of the Digital Vignette or the Digital Section Toll is a legal obligation. The online purchase may only be made via the ASFINAG Webshop within the EEA and Switzerland. The subscription shall be made exclusively on the basis of these 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/de/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).
- 2.3 ASFINAG also offers the purchase of a subscription for Digital Annual Vignettes or Digital Annual Cards in the webshop (individually or collectively, for short "Digital Subscription"). With the Digital Subscription, the subscriber automatically acquires the future Digital Annual Vignettes or Digital Annual Cards at the respective subscription price, analogously to a subscription contract, for an indefinite period and until cancellation. The current Digital Annual Vignette or Digital Annual Card at the current subscription price is included as the first subscription under the subscription agreement.

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### **3 Purchase of the digital vignette by the consumer**

- 3.1 See point 2 for general information on obtaining the digital vignette from a distance or from ASFINAG machines or ASFINAG points of sale.
- 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 license plate number must be input (both twice to prevent input errors). Optionally, for anonymous statistical purposes, the purchaser can specify whether the stated license plate number is an interchangeable license plate number. If the purchaser does not have a standard license 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.
  - My data: In order to be able to send the purchaser, in particular, the order confirmation (see item 3.4) or an optional process reminder, it is necessary to enter an e-mail address (twice that to prevent input errors). In addition, the purchaser must specify the payment method. Optionally, the data of the invoice recipient can be entered (mandatory for purchases with a value in excess of 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 ASFINAG will store the payment process (see also point 14). After the purchaser has registered in the ASFINAG Webshop under "My Account", they will be given access to their subscription data as well as various processing and modification options in connection with their selected products. Registration for "My Account" is possible online 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 [widerruf-shop@asfinag.at](mailto:widerruf-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](mailto: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 doing so, the company confirms that it purchases the digital vignette(s) as part of its commercial status. For the purchase of the Digital Vignette, the stipulations in points 3.3 to 3.5 for consumers shall also 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.

## **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 The stipulations of points 3.3 to 3.5 shall apply analogously to the procurement of Digital Section Toll by consumers, with the following special features for section tolls:
- Product selection: Here, the purchaser of an Annual Card can select the start of the one-year period of validity according to item 2.2 or a single journey. After selection of the section toll product, the country of registration and the license plate number must be input (both twice to prevent input errors). 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 an Annual Digital Vignette is purchased at the same time or was purchased previously, the credit for the identical license plate number is carried out 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 doing so, the company confirms that it purchases the Digital Section Toll as part of its commercial status. In the case of companies, the Digital Annual Card - in contrast to consumers (see in particular point 6.3) - can be valid immediately after purchase. Companies are not entitled to withdraw from the contract in accordance with item 7.

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

## **9 Purchase of the digital subscription by consumers and consumer's right of withdrawal**

9.1 For the purchase of digital subscriptions by consumers in the ASFINAG Webshop, the conditions set out in point 3 shall apply for Annual Digital Vignettes and the conditions set out in point 6 for Digital Annual Cards, with the following special features:

- **Product selection:** In order to receive digital subscriptions, the purchaser must register under "My Account" (see point 11). A digital subscription is an unlimited purchase of Digital Annual Vignettes or Digital Annual Cards analogous to a subscription contract.
- **Validity when first used:** The commencement of validity at the first purchase of the Digital Annual Vignette as part of the digital subscription shall take place in accordance with point 2.1. The commencement of validity at the first purchase of the Digital Annual Card as part of the digital subscription shall take place in accordance with point 2.2.
- **Validity of the subsequent subscription:** a Digital Annual Vignette purchased within the scope of the digital subscription is valid from the time the subscription price is charged (7 January of the following year). A Digital Annual Card purchased within the scope of the digital subscription is valid from the day following the day of the last validity of the previous Annual Card.
- **Prices:** There is no separate charge for the digital subscription. Only the valid price for the Digital Annual Vignette or Annual Card will be charged.
- **When the digital subscription is concluded for the first time,** the price for the current Digital Annual Vignette or Annual Card is charged in the course of the subscription process. In subsequent years, the price for the Digital Annual Vignette or Annual Card will be charged on 7 January and for Digital Annual Cards 20 days before the start of validity of the new Annual Cards
- **The purchaser of a digital subscription shall be informed by ASFINAG by e-mail in good time before expiry of the current validity period of their digital subscription, the right of termination, changes in the GCU or other functionalities in connection with the digital subscription.**
- **The digital subscription has no minimum term and can be canceled at any time without giving reasons up to 3 days before the charge (date see above) exclusively under "My Account". As soon as the charge has been made as part of the digital subscription, it is no longer possible to cancel the current Digital Annual Vignette or Annual Card. An unsuccessful charge is considered to be a timely cancellation of the digital subscription. The purchaser will be informed of the successful or unsuccessful charge by e-mail to the e-mail address stored under "My account".**

ASFINAG shall grant consumers the right to withdraw from the conclusion (first purchase) of the digital subscription in distance purchasing within 14 days without giving reasons. The withdrawal period shall commence on the day of the first purchase of the digital subscription. The stipulations in point 4 shall apply analogously to the exercise and

consequences of the right to withdraw from the digital subscription. The right of rescission shall apply exclusively to the conclusion of the digital subscription and shall not apply to the subsequent purchases of Digital Annual Vignettes or Annual Cards within the scope of the digital subscriptions.

## **10 Purchase of the digital subscription by companies**

- 10.1 Companies are obliged to confirm their status as companies during the purchase process using an appropriate checkbox.
- 10.2 The stipulations in point 9 for consumers apply analogously to the purchase and termination by companies, with the following exceptions: In the case of companies, the first purchase of the Digital Annual Vignette or Digital Annual Card (also) within the scope of the digital subscription can be valid immediately after the purchase. However, companies are not entitled to withdraw from the contract in accordance with item 9.4.

## **11 "My Account"**

- 11.1 Before the validity of a Digital Vignette or a Digital Section Toll begins (but not in the case of Digital Annual Vignettes when purchased as part of a digital subscription), the following data can be changed under "My Account" or at corresponding ASFINAG points of sale in accordance with the toll regulations:

- (i) License plate and nationality; and
- (ii) First day of Validty (only for 10-day and 2-month vignettes and section toll annual card).

For a single trip, the license plate and its state of registration can be changed before using the toll section.

- 11.2 From the beginning of the validity of a Digital Annual Vignette and an Annual Section Toll Card (also as part of a digital subscription), the license plate and the country of registration of an already purchased Digital Annual Vignette or Annual Section Toll Card can be changed in the webshop or at the corresponding ASFINAG points of sale. According to the toll regulations, a change is possible for the following reasons:

- Move to another political district (subject to a fee, currently € 18,-)
- District consolidation (free of charge or refundable)
- Loss or theft of the license plate (free of charge or refundable)
- Total loss of the vehicle (free of charge or refundable)
- Theft of the vehicle (free of charge or refundable).

The application must be accompanied by appropriate evidence. For more information, see Toll Regulations Part A I, point 3.6 or Part A II, point 4.8.

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- 11.3 Registered subscribers can log in to "My Account" at any time via the ASFINAG Webshop by entering their e-mail address and password. The access data to "My Account" must be kept safe and confidential.
  - 11.4 Purchasers are requested to keep the data contained in "My Account", in particular their contact details, up-to-date, complete and correct at all times.
  - 11.5 "My Account" also offers the service that the purchaser can save their payment means for future use within the framework of the subscription.

## **12 Public register of the vignette evidence**

- 12.1 The vignette evidence is a public register which can be inspected by any person to check whether a Digital Vignette/Digital Section Toll with a certain validity period has been purchased for a specific vehicle (license plate) and whether this vehicle may therefore be used on federal roads (motorways and expressways). 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.
- 12.2 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.
- 12.3 The vignette evidence does not indicate whether a digital subscription exists.

## **13 Warranty and compensation for the purchase**

- 13.1 The general statutory warranty provisions applicable to consumers are laid down in §§ 922 to 932a of the General Civil Code ("ABGB").
- 13.2 Moreover, the obligation to check and the obligation to lodge complaints in accordance with § 377 of the Corporate Code ("UGB") applies to companies.
- 13.3 Liability for damages for slight negligence is excluded both towards consumers and towards companies, whereby this exclusion of liability does not apply to personal injury, mandatory liability laws and in relation to consumers also not for breaches of main contractual obligations. In the case of gross negligence, liability towards companies is also limited to the positive damage, whereby the above exceptions to the exclusion of liability also apply here.

## **14 Prohibition of resale**

- 14.1 The commercial resale of purchased products of the Digital Vignette and the Digital Route toll without the written consent of ASFINAG is prohibited.

## **15 Information on data processing**

The provisions according to the information on the processing of personal data in the toll systems of the ASFINAG apply.



## **16 Information on complaints and dispute resolution for consumers**

- 16.1 The EU online dispute resolution platform for online contracts with consumers can be found at <http://ec.europa.eu/consumers/odr/>.
- 16.2 The Austrian arbitration office for consumer transactions can be found at <http://www.verbraucherschlichtung.or.at/>.
- 16.3 ASFINAG is not obliged to participate in any of these alternative dispute settlement procedures.
- 16.4 Requests, suggestions and complaints should be addressed to: [info@asfinag.at](mailto:info@asfinag.at).

## **17 Choice of law and place of jurisdiction for companies**

- 17.1 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.
- 17.2 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.

## **18 Severability clause for companies**

- 18.1 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.

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**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  
Schnirchgasse 17  
1030 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.*