

Regulations

§ 1. List of contents

§ 1. List contents

§ 2. Definitions

§ 3. Conclusion of the Agreement

§ 4. Netgo responsibility

§ 5. Information clause – protection of personal data

§ 6. Cookie policy

§ 7. Withdrawal from the agreement

§ 8. Invoices

§ 9. Complaints and final provisions

Annex No. 1 – a template of the statement on withdrawal from the Agreement

§ 2. Definitions

1. Regulations – the regulations defining the rules of using the www.XXX.com website and the rules of providing services by NETGO by means of this website.
2. Service – the website with the address www.vignetteoesterreich.eu through which NETGO operates to provide services.
3. Services – the service of registration of a digital vignette provided by NETGO for Users of the Service.
4. Agreement – the agreement for provision of the service of registration of a digital vignette concluded between NETGO and the User through the website of the Service.
5. Personal data – information about an identified or identifiable natural person ("the data subject"); an identifiable natural person is a person who can be directly or indirectly identified, in particular on the basis of an identifier such as name, identification number, location data, internet identifier or one or more specific factors determining physical, physiological, genetic, psychological, economic, cultural or social identity of a natural person.
6. User – a natural person who, through the form available on the website of the Service concludes an agreement for provision of registration of a digital vignette.
7. NETGO – SP Z O.O. with its registered office in Katowice, ul. Graniczna 29, 40-017 Katowice, NIP: 9542755521, REGON: 361571148, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under the number KRS 0000559238.
8. GDPR – Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 relating to protection of natural persons with regard to the processing of personal data and rules relating to free flow of personal data and repealing of the Directive 95/46 / EC (general regulation on data protection).
9. Profiling – means any form of automated processing of personal data, which uses personal data to assess some of the personal constituents of a natural person, in particular to analyse or forecast aspects related to the effects of the work of that person, its economic situation, health, personal preferences, interests, credibility, behaviour, location or movement.
10. Consumer – a natural person who performs a legal transaction with the entrepreneur which is not related directly to the consumer's business or professional activity.
11. Digital vignette – payment for the registration of a single-track or four-wheeled vehicle with a maximum permissible weight not exceeding 3.5 tonnes in the electronic toll collection system appropriate for particular countries.
12. Vehicle – a single-track or four-wheeled vehicle with a maximum permissible weight not exceeding 3.5 tonnes.

§ 3. Conclusion and performance of the Agreement

1. By using the service, the User concludes an Agreement with NETGO on provision of a digital vignette registration services, under which NETGO undertakes to submit an application in the name and on behalf of the User to the relevant office to register a vehicle indicated by the User in the electronic toll collection system appropriate for particular countries and the User undertakes to pay remuneration for NETGO.

2. The User concludes the Agreement by completing the registration form on the website of the service and by paying remuneration to NETGO. The remuneration includes a registration fee and the NETGO commission. The payable amount indicated on the website of the service includes VAT. The remuneration is considered to have been paid when the money transfer is deposited in the NETGO bank account. The User makes a payment by traditional bank transfer, by credit card or by means of electronic payment services. The detailed rules for the use of electronic payment services are described below:

- a) PayU
- b) Ingenico
- c) Klarna
- d) PayPal

If online payments are selected, the User is automatically redirected to the appropriate external payment service provider.

3. The User completing the registration form is obliged to provide all data required in the form. The given data should be true, current and correct. After concluding the Agreement to verify the User's data, NETGO may contact the User on the telephone number provided by the User.

4. After conclusion of the Agreement, NETGO sends confirmation of the conclusion of the Agreement along with specification of its terms to the e-mail address of the User.

5. NETGO reserves the right to request the User to supplement personal data, provide additional data or submit relevant documents, if such requests are submitted to NETGO by the appropriate office authorised to issue a digital vignette.

6. Registration of a vehicle in the toll collection system entitles the holder to use roads of a specific type at a specified time, in accordance with the relevant internal regulations existing in the country to the system of which the User applies for registration.

7. The User concluding an Agreement for provision of a digital vignette registration service with the NETGO, declares that:

- a) the data provided in the form are complete, true, current and free of errors, and other spelling mistakes, in particular, the User is obliged to correctly indicate the registration number of the vehicle and the country in which the vehicle is registered;

- b) the User is entitled to use the indicated data, as well as providing the data by the User does not violate the rights of third parties;
- c) the User is familiar with the amount of the remuneration due to NETGO and accepts it;
- d) the User is aware that providing untrue, incorrect or obsolete data results in impossibility of issuing a digital vignette or impossibility of using a vignette issued on the base of defective data;
- e) the User has read the following Regulations and consents to the content of all the provisions;
- f) the User has voluntarily concluded an Agreement with NETGO by using the website of the service;
- g) the User is aware of the rules applying to the usage of a vignette (rules of registration of a vehicle in the electronic toll collection system) and the rights that are associated with it, in particular the User is aware of the content of the regulations generally applicable in the country of the vehicle registration in the electronic toll collection system and the consequences of violating the above-mentioned regulations;
- h) the User is the owner of the vehicle to which the application for registration in the electronic toll collection system applies or has been authorized by the owner to submit such an application;
- i) declares that the vehicle to which the registration in the electronic toll collection system applies is a single-track or a four-wheeled vehicle with a maximum permissible weight not exceeding 3.5 tons.

8. Accepting the Regulations by the User constitutes the User's statement that the User has read the terms and conditions of using the Service.

9. Conclusion of the NETGO Agreement by the User is tantamount to granting the NETGO the proxy by the User to represent the User before the office competent to register a vehicle in the electronic toll collection system in order to submit an application for registration, pay the registration fee and collect the registration confirmation, as well as other activities necessary in the procedure of registration of the vehicle in the electronic toll collection system and to the extent necessary for performance of the Agreement.

10. The User's withdrawal from the Agreement is tantamount to the termination of the proxy granted to NETGO to represent the User before the office competent to register a vehicle in the electronic toll collection system

11. NETGO transfers the User's personal data, to the extent necessary for the performance of the Agreement, to the office competent to register the vehicle in the electronic toll collection system together with the registration application.

12. Immediately after receiving confirmation of registration of the vehicle in the electronic toll collection system, NETGO sends the confirmation to the User by email to the email address provided by the User in the registration form.

13. By concluding the Agreement, the User indicates on the website of the service the period of time for which the vehicle should be registered in the electronic toll collection system and the day of commencement of the vehicle registration in the system.

14. Information concerning vehicle registration periods in the electronic toll collection system, a category and type of roads which require a digital vignette in a given country, and information on the amount of NETGO remuneration is presented in details on the website of the service.

15. At the request of the User, changes concerning the registration number of the vehicle registered in the electronic toll collection system shall be made in accordance with the relevant regulations applying in a particular country.

§ 4. NETGO Responsibility

1. NETGO, ensuring correctness and continuity of the Service operation, conducts ongoing technical supervision of its performance.

2. NETGO is responsible for the operation of the Service webpages or their content.

3. NETGO shall not be responsible, inter alia, for:

a) consequences of providing, by the User in the registration form, data inconsistent with the actual state, outdated or incomplete, moreover the Service Provider is not responsible for the consequences of the User's failure to update or improve the data, especially giving a wrong or invalid registration plate number of the vehicle which the application concerns;

b) damages resulting from the User's violation of the rights of third parties which are due to the use of the Service,

c) damages caused by disruptions, interruptions or unavailability of the Service caused by force majeure,

d) damages caused or being the result of disobeying the rules of the Regulations,

e) damages resulting from defectiveness or incompatibility of the device used by the User,

f) the consequences resulting from the decision of the office competent to register the vehicle, to the extent that NETGO can not bear the blame for the content of the decision.

4. NETGO indicates that the date of performance of the Agreement, and in particular delivery of the digital vignette to the User, depends on the decision of the office competent to register the vehicle in the electronic toll collection system for which NETGO is not liable and therefore to the extent that NETGO can not bear the blame for delay of its issue.

5. The exemption of NETGO from liability for damage specified in the Regulations takes place within the scope and in accordance with the provisions of the Act dated on 23rd April 1964, the Civil Code (Journal of Laws of 2018, position 1025 with further amendments) and the provisions of Chapter 3 of the Act of 18th July 2002, on provision of electronic services (Journal of Laws of 2002, No. 144, position 1204, with further amendments).

§ 5. Information clause – protection of personal data

To comply with the obligations arising from the Regulation (EU) 2016/679 of the European Parliament and the Council of 27th April 2016 on protection of natural persons in relation to the processing of personal data and on free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation) hereinafter referred to as GDPR, NETGO Limited Liability Company with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542755521, REGON: 361571148, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000559238 (hereinafter referred to as NETGO), informs about the processing of the User's personal data and the rights the client is entitled to. The following rules are applicable as of May 25th, 2018.

I. The controller of the personal data

NETGO Limited Liability Company with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542755521, REGON: 361571148, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000559238 is the controller of the personal data.

E-mail address: support@vignetteoesterreich.eu

II. Data protection officer

The data protection officer at NETGO can be contacted by email sent to the address: data-protection@vignetteoesterreich.eu

III. Purpose and legal basis of the data processing

NETGO processes personal data for the purpose of executing a contract to which the person whose data are processed is a party, or to take actions at the request of the data subject before concluding the contract (Article 6 par. 1 letter b of the GDPR).

In particular situations, NETGO may process personal data due to the need to comply with legal obligations to which NETGO is subject (Article 6 par. 1 letter c of the GDPR), or the processing is necessary to protect the vital interests of the data subject or another natural person (Article 6 par. 1 letter d of the GDPR), or processing is necessary for the purposes of the legitimate interests pursued by NETGO (Article 6 par. 1 letter f of the GDPR), in particular, for the purpose related to:

- a) marketing of products and services of NETGO,

- b) monitoring and improvement of the quality of services provided by NETGO, including monitoring of telephone conversations and meetings, carrying out customer satisfaction surveys of services provided,
- c) if applicable, the conduct of disputable proceedings, as well as proceedings before public authorities and other proceedings, including carrying on enquiry and defence against claims.
- d) improving the quality of services, which includes examining traffic on the website.
- e) for statistical purposes and for the purposes of internal marketing analysis, which does not have legal effects on the data subject or similarly does not significantly affect them.

In all other situations, personal data are processed solely on the basis of the consent granted for the purpose specified in its content (Article 6 par. 1 letter a of the GDPR).

IV. Recipients of the data

NETGO discloses or may disclose personal data to the following recipients or categories of recipients, in particular to:

- a) public authorities and relevant state offices, competent to process applications and to register the vehicle in the electronic toll collection system;
- b) entities that participate in the processes necessary to perform contracts concluded with clients, including banks, credit card operators, electronic and online payment agents,
- c) entities which support NETGO in business processes, including in particular entities processing personal data for NETGO (so-called data processors), inter alia:
 - hosting companies,
 - legal services and accounting services,
 - companies and external entities carrying out processes which are a part of the activities necessary to conclude the contract with the client.

V. Time of data processing

The User's personal data, including sensitive data provided on the basis of consent, are processed by NETGO for the time necessary to achieve the objectives indicated in point III, that is, until the contract is concluded. After that period, NETGO may process the User's data for a period of time and to the extent specified by law or for the pursuit of the legitimate interest of the data controller as in point. 3, however, no longer than 6 years since their collection. Insensitive data processed on the basis of separate consent shall be kept until the consent is withdrawn.

VI. The rights of the data subjects

NETGO guarantees all Users exercising the data subject rights granted by the GDPR, including in particular:

1. the right to access the personal data;
2. the right to request correction of the personal data which are incorrect and the right to request supplementing of the incomplete personal data,

3. the right to request erasure of the personal data ("the right to be forgotten"), when:
 - a) the personal data are no longer necessary for the purposes for which they have been collected or otherwise processed;
 - b) the data subject has withdrawn the consent on which the processing is based and there is no other legal ground for their processing;
 - c) the data subject objects to the processing;
 - d) the personal data have been unlawfully processed;
 - e) the personal data have to be erased for compliance with a legal obligation provided by law;
 - f) the personal data have been collected in relation to providing the offer of information society services.
4. the right to request restriction of processing of the personal data when:
 - a) the data subject challenges correctness of the personal data;
 - b) the processing is unlawful and the data subject opposes to erasure of the personal data, requesting to limit their use instead;
 - c) the controller no longer needs the personal data for processing but it is necessary for the data subject to establish an enquiry or defend their claims;
 - d) the data subject has objected to the processing – pending determination of whether the legitimate grounds on the part of the controller take precedence over the grounds of objection.
5. the right to transfer personal data if:
 - a) the processing takes place on the basis of consent or on the basis of a contract, and
 - b) the processing is automated.
6. the right to object to the processing of the personal data, if there are reasons related to the User's special situation and the processing results from indispensability for the purposes resulting from legally justified interests pursued by the controller.

VII. Withdrawal of consent to data processing

To the extent of the User's consent to processing of their personal data, the client is entitled to withdraw the consent at any time. The withdrawal takes place without affecting the legality of the processing which was carried out on the basis of the consent prior to its withdrawal.

VIII. The right to lodge a complaint with the supervisory authority

In any situation, when the client considers that NETGO processes personal data contrary to the provisions of the GDPR, the client has the right to lodge a complaint with the appropriate supervisory authority.

IX. Transfer of personal data to countries outside the European Economic Area

NETGO may transfer personal data to international organizations and countries outside the European Economic Area for which the Commission has not found an adequate level of protection of personal data, in particular to the USA. The transfer of data takes place on the basis of standard contractual clauses agreed with the recipient, the content of which has been adopted by the European Commission and ensures the highest standards of personal data protection applied on the market. The User has the right to obtain a copy of the data transferred by NETGO.

X. Obligation to provide personal data

Providing personal data is entirely voluntary. Providing data is a condition for concluding a contract with NETGO or it is necessary to achieve the objectives arising from the legitimate interests of NETGO. Failure to provide all the data will prevent conclusion and execution of the indicated contract.

XI. Profiling

Personal data of the User are not the subject to profiling.

§ 6. Cookie policy

1. This policy defines the rules for storing information and accessing information already stored (cookies and other technologies including local storage) by NETGO Limited Liability Company with the registered office in Katowice, ul. Graniczna 29 (29 Graniczna St.), 40-017 Katowice, NIP: 9542755521, REGON: 361571148, entered by the Katowice-Wschód District Court in Katowice, 8th Commercial Division, under KRS number 0000559238 in the telecommunication device of the end user (computer, smartphone, tablet) of the website and its sub-pages.
2. Cookies are small text files created by a web server, stored on the user's end device. Cookies, specifically the information stored in them, are read primarily by the server that created them. The purpose of saving cookies is to store the website user's data in the browser – saving the user's information, including the frequency of the user's visits to the website. Local storage files are used to facilitate the use of registration forms on the website because they save the data entered into the registration forms. Local storage files may store personal data. The data can be accessed only by the service which generated cookies or the local storage files. The most important cookies are:
 - a) Native cookie for PHP applications – this cookie is used to collect and recognize a unique user session ID in order to manage the user's session on the website. The cookie is deleted when the user closes all the browser windows.

- b) Cookie used to collect the user's language preferences in order to display content in that collected language during the user's future visits to the website.
 - c) Cookies installed by Google Analytics:
 - The cookie is used to calculate data such as: visitors, sessions, campaign and to track site usage for the site analytics report. The information stored by the cookie is anonymous as the cookie assigns a randomly generated number to identify each visitor.
 - The cookie is used to collect information about how visitors use the website. The cookie is required to compile an analytical report on the website's performance. The data includes the number of visitors, where they come from, the website pages visited in an anonymous form
 - d) Cookies installed by Google Universal Analytics to reduce the number of requests to limit data storage on high traffic websites.
 - e) Cookie installed by Yadex Metrica – this cookie is used to calculate data such as: visitors, sessions, campaign and to track site usage in the website analytics report. The information stored by the cookie is anonymous as the cookie assigns a randomly generated number to identify each visit.
3. NETGO uses cookies and other technologies for statistical purposes to calculate the number of visits of users per page and to optimally match the content of the website to users' preferences and easier usage of the website by users.
4. NETGO website uses session cookies that are deleted immediately after leaving the website or its sub-pages by the user, as well as persistent cookies, which are stored on the user's end device, and which are not automatically removed after the end of the session. Local storage files are generally not automatically deleted and they are saved in the user's browser memory.
5. A user who does not want cookies and files from other technologies to be stored in the browser's memory should:
- a) clear the browser's memory,
 - b) disable, in the browser settings, the option of saving cookies and files from other technologies, or specify the time after which cookies are automatically removed from the browser's memory. Preventing the saving of cookies completely may significantly impede use of some websites.

§ 7. Withdrawal from the Agreement

1. The user, being a consumer, who has concluded an Agreement with the NETGO for provision of registration of a digital vignette may withdraw from it within 14 days without giving any reason and without incurring costs.
2. If the User withdraws from the Agreement, it is considered void.
3. If the User made a statement on withdrawal from the Agreement before NETGO accepted the User's offer, the offer ceases to be binding.
4. The period of withdrawal from the Agreement starts from the date of concluding the Agreement.
5. The User may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to NETGO. The statement may be submitted on the form, a template of which is included in Annex No. 1 to the Regulations, but it is not mandatory.
6. To meet the deadline of withdrawal, it is enough to send a statement before the expiry date of the period by post to the address of the NETGO office or by e-mail to the address support@vignetteoesterreich.eu
7. NETGO confirms the User receiving the withdrawal from the Agreement by an e-mail.
8. NETGO shall immediately, but not later than within 14 days from the date of receiving the statement sent by the User – consumer on withdrawal from the Agreement, return the User all payments made by them.
9. NETGO returns the payment using the same method of payment as the one used by the User, unless the User has explicitly agreed to a different method of return, which does not involve any costs for them.
10. The provisions of the Regulations regarding the consumer apply to a natural person concluding a contract directly related to their business activity, when the content of this contract shows that it does not have a professional character for that person, resulting in particular from the subject of their business activity, made available on the basis of provisions on the Central Register and Information on Business.

§ 8. Invoices

1. At the User's request, NETGO issues an invoice in connection with the performance of the Agreement and sends it to the e-mail address indicated by the User.
2. The User declares to agree to issuing an electronic invoice by NETGO in accordance with art. 106n par. 1 of the Act of 11th March 2004 on Value Added Tax (Journal of Laws of 2017, position 1221, with further amendments).

§ 9. Complaints and final provisions

1. The User may submit complaints about services provided by NETGO, as per the Agreement, by:
 - a) posting a letter to the following address: NETGO spółka z ograniczoną odpowiedzialnością z siedzibą w Katowicach, ul. Graniczna 29, 40-017 Katowice, Polska,
 - b) sending an email to - support@vignetteoesterreich.eu
2. NETGO deals with the complaint within 14 days since its delivery and sends the response to the address of the sender – User. NETGO reserves the right to send a request to the person lodging the complaint in order to clarify the relevant circumstances regarding the complaint. The deadline for considering the complaint may be extended accordingly, due to the waiting time for the User's response.
3. The Service, together with the constituting elements, including graphic, multimedia, text files and source code of the programs, are subject to the exclusive rights of NETGO. Without the consent of NETGO, it is forbidden to copy, reproduce or to use the components of the website in any other way in a manner inconsistent with its aim or purpose.
4. When using the Service, it is forbidden for Users and Guests to use software that harms or may cause potentially damage to NETGO or other Users, or violate their rights, in particular, it is prohibited to use worms, spyware, viruses, etc..
5. NETGO is entitled to change the Regulations for important reasons at any time, in particular when changes are due to technical or legal reasons. NETGO will inform Users about the introduced changes by presenting information about the changes on the website, publication of the updated text of the Regulations and sending messages about changes to the Regulations to the Users' e-mail addresses. Changes to the Regulations come into force within 14 days from the date of posting the information about them on the website of the Service together with the updated text of the Regulations.
6. Polish law is the law applicable to relations arising from the Agreement. Disputes arising

from the Agreement are subject to the jurisdiction of Polish common courts.

7. The Users who are consumers may try to reach out-of-court resolution of any NETGO disputes before the Permanent Consumer Mediation Court at the Provincial Inspector of Trade Inspection in Katowice (Stały Polubowny Sąd Konsumentcki przy Wojewódzkim Inspektorze Inspekcji Handlowej w Katowicach) - <http://www.katowice.wiih.gov.pl/p,64,polubowny-sad-konsumentcki>.
8. Consumer disputes regarding services provided online within the European Union may also be resolved through the ODR platform at <https://ec.europa.eu/consumers/odr>.
9. The User may obtain free assistance in resolving a dispute with NETGO, also using the gratuitous help of the powiat (municipal) consumer ombudsman or a social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers – Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich).

Annex No. 1 – a template of a statement on withdrawal from the Agreement

(this form should be filled in and returned only if you wish to withdraw from the agreement)

.....
(date)

.....
(Name and Surname of the User)

.....
(Address of the User)

.....
(Addressee [here, the User should enter the name of the entrepreneur, full postal address and, if available, fax number and e-mail address])

Date of conclusion of the contract

Statement of withdrawal

I hereby inform about my withdrawal from the agreement for provision of registration a vehicle in the electronic toll collection system.

.....
(Signature of the User (only if the form is sent in a paper version))