

**BINA-ISTRA d.d.**

**GENERAL TERMS AND CONDITIONS FOR  
ENC PACKAGES AND ELECTRONIC TOLL COLLECTION VIA PAYMENT CARDS  
19.04.2018.**

## **Article 1**

### **Subject Matter of the General Terms and Conditions**

1.1. When used in these General Terms and Conditions (hereinafter referred to as General Terms and Conditions), the following terms shall have the following meanings:

**BINA-ISTRA** means BINA-ISTRA d.d. Lupoglav, Zrinščak 57;

**ISTRIAN Y MOTORWAY** means the motorway including the sections Umag to Pula and Kanfanar to Matulji comprising 141 km in length;

**TOLL COLLECTION POINTS** means toll collection points on the Istrian Y Motorway, namely: Učka Tunnel, Vranja jug and Vranja sjever, Lupoglav jug and Lupoglav sjever, Cerovlje jug and Cerovlje sjever, Ivoli jug and Ivoli sjever, Rogovići jug and Rogovići sjever, Žminj, Kanfanar, Vodnjan sjever and Vodnjan jug, Pula, Medaki jug and Medaki sjever, Baderna Jug and Baderna Sjever, Višnjan, Nova Vas jug and Nova Vas sjever, Buje jug and Buje sjever, and Umag; as well as any other toll collection point which may be opened after entry into force of these general Conditions;

**PAYMENT ACCOUNT** means an account kept in the name of the User by a provider of payment services having its registered seat in Croatia or in the European Union, whereby the account is used to make payment transactions with regard to the User Scheme;

**ENC PACKAGE POINT OF SALE** means BINA-ISTRA's authorised points where User Scheme can be contracted and User Account topped up, which are located at Toll Collection Points Umag, Pula and Učka Tunnel or any other authorized and marked point where request for establishing customer relationship and top up of the user account can be done according to business decision of BINA-ISTRA, about which the timely and appropriate notice will be given

**TOLL PRICE LIST** means the price list with full prices as defined by Bina-Istra from time to time.

**ENC PACKAGE PRICE LIST** means the price list with discount prices as defined by Bina-Istra from time to time.

**ELECTRONIC TOLL COLLECTION (ENC)** means the contactless toll payment model using the ENC Unit for the relative vehicle group at any open toll lane on the Istrian Y motorway; the model is based on the STOP and GO principle,;

**ENC UNIT** means the unit sold to the User by Bina-Istra for a definite vehicle group or a unit purchased by the User from Hrvatske Autoceste (Croatian Motorways) and/or Autoceste "Rijeka Zagreb" (Rijeka to Zagreb Motorway) for a definite vehicle group and for which the User has submitted the request to establish a User Scheme and/or the request for ENC PACKAGE with DEFERRED DEBIT Via Payment Card, where it is an electronic medium for toll payment;

**USER** is a legal person, natural person, craftsman/trader, state administration body or a similar entity who submits a request to BINA-ISTRA to establish a User Scheme;

**NATURAL PERSON** is a User je who filed an application to contract a User Scheme as a consumer in terms of the Consumer Protection Act, and for the purpose of these General Terms and Conditions a

**LEGAL PERSON** shall mean each and every User who is not a Natural Person

**ENC PACKAGE** means the service of toll ENC PACKAGE for the use of the Istrian Y Motorway with relevant discounts defined by ENC PACKAGE Price List. ENC PACKAGE is paid to the User Account upon purchase of the ENC Unit or when the User Account is topped up for the purpose of future usage of the ENC Unit or when the request to contract a User Scheme with regard to the ENC PACKAGE Service (ENC PACKAGE NO LIMIT Učka Tunnel included) is submitted;

**USER SCHEME** means the relationship between BINA-ISTRA and the User established in accordance with Articles 4 and 5 herein, and includes the ENC PACKAGE Service and/or ENC PACKAGE NEXT;

**USER ACCOUNT** means the account of the User kept in the computer system of BINA-ISTRA in connection with the toll ENC PACKAGE Services for the use of the Istrian Y Motorway;

**ENC PACKAGE USER** means the User whose request to establish the User Scheme for the services of ENC PACKAGE for the use of the Istrian Y Motorway has been approved by BINA-ISTRA (including users of ENC PACKAGE NO LIMIT Učka Tunnel);

**ENC PACKAGE NO LIMIT Učka Tunnel** means the service of toll ENC PACKAGE for unlimited use of the Matulji to Vranja Section of the Istrian Y Motorway during one calendar month, subject to conditions referred to in Art. 2 herein;

**INTERNET - SMS SERVICE** means the service of payment by the User into the User Account via Payment Card, the service of access to the User Account Balance and of transaction made through the User Account, as well as the services of sending requests for pro-forma invoices and their printing, all these services obtained by the Internet and/or SMS (text message);

**PAYMENT CARD** means an embossed card which does not require PIN authorisation, such as MasterCard, Visa Classic, Diners and/or Amex Payment Cards and/or INA fuel card, or any other card

accepted at Toll Collection Points and shown at Toll Collection Points of the Istrian Y Motorway, for which the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT has concluded a standing order with the Payment Card issuer for the purpose of paying the standing order in his name and for his account in favour of BINA-ISTRA in respect of toll payment and/or topping up of the User Account and/or payment of the negative balance on the User Account;

**PIN** means a secret and personal four (4) digit alphanumeric code allocated to the User after his Request for INTERNET-SMS Service has been approved;

**ENC PACKAGE NEXT** means the service of contactless electronic toll collection on the Istrian Y Motorway with deferred debit by Payment Card registered for this service and per regular price applicable on the date of passage through toll collection points of the Istrian Y Motorway, based on the STOP and GO principle;

**USER OF THE ENC PACKAGE NEXT** means the User whose request to use ENC PACKAGE NEXT has been approved by BINA-ISTRA.

**STOP and GO** means a way of using the ENC PACKAGE Service in the way that the user, when approaching the toll lane, must stop the vehicle immediately in front of the toll barrier and keep the regular 5-meter distance between vehicles as well as other rules prescribed herein;

**REQUEST** means the request to contract a User Scheme. These General Terms and Conditions make an integral part of the Request. As the case may be, the Request may comprise the request to contract a User Scheme with regard to enc package and/or a request for the ENC PACKAGE NEXT and/or a request for INTERNET-SMS Service;

**REQUEST FOR INTERNET-SMS SERVICE** means the Request to contract the INTERNET-SMS Service, which is an integral part of the Request;

**REQUEST FOR ENC PACKAGE NEXT** means the Request to contract the User Scheme regarding the ENC PACKAGE NEXT. These General Terms and Conditions make an integral part of the Request.

**REQUEST TO CANCEL THE ENC PACKAGE** means the form available to the User at ENC PACKAGE Points of Sale and through the submission of which the User cancels the User Scheme.

**REQUEST TO CANCEL THE ENC PACKAGE NEXT** means the form available to the User at ENC PACKAGE Points of Sale and through the submission of which the User cancels the ENC PACKAGE NEXT.

**ACCEPTANCE OF THE ENC UNIT BY HAC or ARZ** means that the ENC Unit issued by BINA-ISTRA has been accepted as the electronic medium for payment at the toll areas run by Hrvatske Autoceste (Croatian Motorways) and/or Autoceste "Rijeka Zagreb" (Rijeka to Zagreb Motorway), in accordance with the current terms and conditions and toll rates in force with the Hrvatske Autoceste (Croatian Motorways) and/or Autoceste "Rijeka Zagreb" (Rijeka to Zagreb Motorway), subject to prior registration of the ENC Unit and prior establishment of the relevant User Scheme between the owner of the ENC Unit and Autoceste "Rijeka Zagreb" (Rijeka to Zagreb Motorway);

**BEARER** means any person paying the Toll by an ENC Unit.

1.2. These General Terms and Conditions regulate the relations between BINA-ISTRA on the one hand, and the Applicant, i.e., User of the ENC PACKAGE and/or User of the ENC PACKAGE NEXT, on the other hand. Any and all mutual relations between BINA-ISTRA and the Applicant, i.e., User of the ENC PACKAGE and/or User of the ENC PACKAGE NEXT, which are not regulated by these General Terms and Conditions shall be governed by the Civil Obligations Act, the Public Roads Act and other regulations in force in the Republic of Croatia.

## **Article 2**

### **Definition and Terms and Conditions for use of the ENC PACKAGE and the ENC PACKAGE NEXT**

#### **Toll Collection**

2.1. ENC PACKAGE is the service BINA-ISTRA offers to its User allowing him certain discount to the regular toll price applicable on the date of passage through a toll collection point on the Istrian Y Motorway.

2.2. ENC PACKAGE NEXT is a service of contactless electronic toll pricing on the Istrian Y Motorway with deferred debit by Payment Card registered for this service and at the regular toll price applicable at the moment of passage through the toll collection point on the Istrian Y Motorway.

If the user of the ENC PACKAGE NEXT is also a User of the ENC PACKAGE, the ENC PACKAGE NEXT is activated only if and when the balance on the User Account is insufficient to cover for toll price during passage through the toll collection points on the Istrian Y Motorway or when the User of

the ENC PACKAGE NO LIMIT Učka tunnel uses another section of the Istrian Y Motorway (other than the Matulji to Vranja Section) or the validity period of the User Account has expired. In any such event the User shall pay the regular full toll price applicable on the date of passage through a toll collection point on the Istrian Y Motorway.

The users shall pay the regular full toll price on the date of passage through a toll collection point on the Istrian Y Motorway according to the Article 8.2. of these General Terms and Conditions as well.

2.3. The ENC PACKAGE Price List is available at Toll Collection Points, ENC PACKAGE Points of Sale and on the official Bina-Istra web site.

2.4. Types of ENC PACKAGES and the related methods of use are as follows:

- **"ENC PACKAGE PLUS for Groups 1A and 1 Vehicles"** means the service whereby the User enjoys the right to a preferential toll rate defined by the ENC PACKAGE Price List applicable at the moment of passage through Toll Collection Points on the Istrian Y Motorway by a Group 1A or 1 vehicle.
- With this type of ENC PACKAGE, the User can use the ENC Unit for passages by a Group 1A or 1 vehicle under the above-defined preferential conditions, while in the case of passage by a Group 2, 3 or 4 vehicle, he will be charged the full price of toll, depending on the group of vehicle used in the passage.

- **" ENC PACKAGE NO LIMIT Učka Tunnel for Group 1 Vehicles at the Učka Tunnel"** means the service where the User receives the right of unlimited use of the Matulji to Vranja Section of the Istrian Y Motorway during one calendar month for passages made by one vehicle of Group 1 used by the User of the ENC PACKAGE NO LIMIT Učka Tunnel.

With this type of ENC PACKAGE, the User may contract the ENC PACKAGE NEXT or register the Payment Card with BINA-ISTRRA to pay the toll on other sections of the Istrian Y Motorway (other than the Matulji to Vranja section); in this case the User of the ENC PACKAGE NO LIMIT Učka Tunnel shall pay the regular toll price defined by the Toll Price List applicable at the moment of use of the other section of the Istrian Y Motorway or for the section which includes a passage through the Učka Tunnel the full price under the Toll Price List applicable at the moment of use reduced by the price applicable to the passage through the Učka Tunnel.

A User of the ENC PACKAGE NO LIMIT Učka Tunnel who does not contract the ENC PACKAGE NEXT, in case of use of another section of the Istrian Y Motorway (other than the Matulji to Vranja Section), shall pay the regular toll price defined by the Price List applicable on the date of use of the other section of the Istrian Y Motorway, or for the section which includes a passage through the Učka Tunnel the full price under the Toll Price List applicable at the moment of use reduced by the price applicable to the passage through the Učka Tunnel, in cash or by another means of payment accepted at the Points of Collection of the Istrian Y Motorway.

Apart from right to cancel and/or terminate the User Scheme in compliance with other provisions contained herein, BINA-ISTRRA reserves the right to terminate unilaterally the User Scheme with regard to the ENC PACKAGE NO LIMIT Učka Tunnel, without any right of the User to reimbursement of the amount paid for the ENC PACKAGE NO LIMIT Učka Tunnel or reimbursement of any other costs the User may have and which arise from such an act, if the User:

- contrary to the General Terms and Conditions uses a vehicle bearing a registration plate number different from the one for which the User Scheme for ENC PACKAGE NO LIMIT Učka Tunnel for Vehicle Group 1 at the Učka Tunnel was contracted; and/or
- contrary to the General Terms and Conditions uses a vehicle of a different group than the one for which the User Scheme for ENC PACKAGE NO LIMIT Učka Tunnel for Vehicle Group 1 at the Učka Tunnel was contracted.

The User may change the vehicle to which ENC PACKAGE NO LIMIT Učka Tunnel relates and which is going to be used to travel the Matulji to Vranja Section during the calendar month for which ENC PACKAGE NO LIMIT Učka Tunnel has been settled, free of any charge maximum 2 (two) times during one calendar month. The second change must relate to the vehicle that was previously registered in the current month. The change of vehicles to be used under the ENC PACKAGE NO LIMIT Učka Tunnel User Scheme is carried out by submitting a written request for change stating the plate registration number of the new vehicle and a photocopy of the registration certificate proving the vehicle's group.

- **"ENC PACKAGE PLUS for Group 2 Vehicles"** means the service whereby the User enjoys the right to a preferential toll rate defined by the ENC PACKAGE Price List applicable on the date of passage through a Toll Collection Point on the Istrian Y Motorway with a Group 2 vehicle.

With this type of ENC PACKAGE, the User can use the ENC Unit for passages by a Group 2 vehicle under the above described preferential conditions, whereas in case of passage by a Group

1A, 1, 3 or 4 vehicle, the User shall be charged the full amount of toll depending on the group of the vehicle which passed through the toll collection point.

- **" ENC PACKAGE NO LIMIT Učka Tunnel for Group 2 Vehicles at the Učka Tunnel"** means the service where the User receives the right to unlimited use of the Matulji to Vranja Section of the Istrian Y Motorway during one calendar month for passages made by one vehicle of Group 2 owned by the User of the ENC PACKAGE NO LIMIT Učka Tunnel.

With this type of ENC PACKAGE, the User may contract the ENC PACKAGE NEXT or register the Payment Card with BINA-ISTRA to pay the toll on other sections of the Istrian Y Motorway (other than the Matulji to Vranja Section); in this case the User of the ENC PACKAGE NO LIMIT Učka Tunnel shall pay the regular, full toll price defined by the Toll Price List applicable on the date of use of the other section of the Istrian Y Motorway.

A User of the ENC PACKAGE NO LIMIT Učka Tunnel who does not contract the ENC PACKAGE NEXT, in case of use of another section of the Istrian Y Motorway (other than the Matulji to Vranja Section), shall pay the regular full toll price defined by the Price List applicable on the date of use of the other section of the Istrian Y Motorway, or for the section which includes a passage through the Učka Tunnel the full price under the Toll Price List applicable at the moment of use reduced by the price applicable to the passage through the Učka Tunnel, in cash or by another means of payment accepted at the Points of Collection of the Istrian Y Motorway.

Apart from the right to cancel and/or terminate the User Scheme in compliance with other provisions contained herein, BINA-ISTRA reserves the right to terminate unilaterally the User Scheme with regard to the ENC PACKAGE NO LIMIT Učka Tunnel, without any right of the User to reimbursement of the amount paid for the y ENC PACKAGE NO LIMIT Učka Tunnel or reimbursement of any other costs the User may have and which arise from such an act, if the User:

- contrary to the General Terms and Conditions uses a vehicle bearing a registration plate number different from the one for which the User Scheme for ENC PACKAGE NO LIMIT Učka Tunnel for Vehicle Group 2 at the Učka Tunnel was contracted; and/or

- contrary to the General Terms and Conditions uses a vehicle of a different group than the one for which the User Scheme for the ENC PACKAGE NO LIMIT Učka Tunnel for Vehicle Group 2 at the Učka Tunnel was contracted.

The User may change the vehicle to which ENC PACKAGE NO LIMIT Učka Tunnel relates and which is going to be used to travel the Matulji to Vranja Section during the calendar month for which ENC PACKAGE NO LIMIT Učka Tunnel has been settled, free of any charge maximum 2 (two) times during one calendar month. The second change must relate to the vehicle that was previously registered in the current month. The change of vehicles to be used under the ENC PACKAGE NO LIMIT Učka Tunnel User Scheme is carried out by submitting a written request for change stating the plate registration number of the new vehicle and a photocopy of the registration certificate proving the vehicle's group.

- **"ENC PACKAGE PLUS for Group 3 Vehicles"** means the service whereby the User enjoys the right to a preferential toll rate defined by the ENC PACKAGE Price List applicable on the date of passage through a Toll Collection Point on the Istrian Y Motorway with a Group 3 vehicle.

With this type of ENC PACKAGE, the User can use the ENC Unit for passages by a Group 3 vehicle under the above preferential conditions, whereas in case of passage by a Group 1A, 1, 2 or 4 vehicle, the User shall be charged the full amount of toll depending on the group of the vehicle which passed through the toll collection point.

- **"ENC PACKAGE PLUS for Group 4 Vehicles"** means the service whereby the User enjoys the right to a preferential toll rate defined by the ENC PACKAGE Price List applicable on the date of passage through a Toll Collection Point on the Istrian Y Motorway with a Group 4 vehicle. In the event of passage with a Group 3 Vehicle, the User receives a discount which is applicable to that vehicle group at the moment of passage.

With this type of ENC PACKAGE, the User can use the ENC Unit for passages by Categories 3 and 4 vehicles under the above described preferential conditions, whereas in case of passage by a Group 1A, 1 or 2 vehicle, the User shall be charged the full amount of toll depending on the group of the vehicle which passed through the toll collection point.

- **"ENC PACKAGE EASY for Groups 1A and 1 Vehicles"** means the service whereby the User enjoys the right to a preferential toll rate defined by the ENC PACKAGE Price List applicable on the date of passage through a Toll Collection Point on the Istrian Y Motorway with a Group 1 or 1A vehicle.

With this type of ENC PACKAGE, the User can use the ENC Unit for passages by a Group 1A or 1 vehicle under the above preferential conditions, whereas in case of passage by a Group 2, 3 or

4 vehicle, the User shall be charged the full amount of toll depending on the group of the vehicle which passed through the toll collection point.

- **"ENC PACKAGE EASY for Group 2 Vehicles"** means the service whereby the User enjoys the right to a preferential toll rate defined by the ENC PACKAGE Price List applicable on the date of passage through a Toll Collection Point on the Istrian Y Motorway with a Group 2 vehicle. With this type of ENC PACKAGE, the User can use the ENC Unit for passages by a Group 2 vehicle under the above preferential conditions, whereas in case of passage by a Group 1A, 1, 3 or 4 vehicle, the User shall be charged the full amount of toll depending on the group of the vehicle which passed through the toll collection point.
- **"ENC PACKAGE EASY for Group 3 Vehicles"** means the service whereby the User enjoys the right to a preferential toll rate defined by the ENC PACKAGE Price List applicable on the date of passage through a Toll Collection Point on the Istrian Y Motorway with a Group 3 vehicle. With this type of ENC PACKAGE, the User can use the ENC Unit for passages by a Group 3 vehicle under the above preferential conditions, whereas in case of passage by a Group 1A, 1, 2 or 4 vehicle, the User shall be charged the full amount of toll depending on the group of the vehicle which passed through the toll collection point.
- **"ENC PACKAGE EASY for Group 4 Vehicles"** means the service whereby the User enjoys the right to a preferential toll rate defined by the ENC PACKAGE Price List applicable on the date of passage through a Toll Collection Point on the Istrian Y Motorway with a Group 4 vehicle. In the event of passage with a Group 3 Vehicle, the User receives a discount which is applicable to that vehicle group at the moment of passage. With this type of ENC PACKAGE, the User can use the ENC Unit for passages by a Group 3 or 4 vehicle under the above preferential conditions, whereas in case of passage by a Group 1A, 1, or 2 vehicle, the User shall be charged the full amount of toll depending on the group of the vehicle which passed through the toll collection point.

2.5. BINA-ISTRA shall have right to control the Group of the vehicles (namely the values which represent the basis for vehicle categorization, e.g. vehicle height or mass) which is used as the basis for the use of a certain type of ENC PACKAGE or for toll collection in general, through the use of adequate measuring devices installed at toll collection points. In the case that, following the use of the measuring device, the group of the vehicle was wrongly defined, BINA-ISTRA shall be entitled to correct unilaterally, based on the determination of the actual vehicle group, the amount of the toll and charge the toll for the group to which the vehicle that passed through the Toll Collection Point actually belongs.

Within the meaning of the above points:

- **Group 1A Vehicles** are
- motorcycles, motorized tricycles and quads
- **Group 1 Vehicles** are
- motor vehicles with two axles, of a height up to 1.90 m
- **Group 2 Vehicles** are
  - a) motor vehicles with two axles, of a height more than 1.90 m, whose maximum weight does not exceed 3,500 kg
  - b) motor vehicles with two axles, of a height less than 1.90 m, regardless of the number of axles and height of the trailer
- **Group 3 Vehicles** are
  - a) motor vehicles with two or three axles, whose maximum allowable mass exceeds 3,500 kg,
  - b) motor vehicles with two axles, whose maximum allowable mass exceeds 3,500 kg, towing a trailer with one axle,
  - c) motor vehicles belonging to Group 2(a) vehicles towing a trailer, regardless of the number of axles of the trailer
- **Group 4 Vehicles** are
  - a) motor vehicles with four or more axles, whose maximum allowable mass exceeds 3,500 kg,
  - b) motor vehicles with two axles, whose maximum allowable mass exceeds 3,500 kg, towing a trailer with two or more axles,
  - c) motor vehicles with three axles, maximum allowable mass exceeds 3,500 kg, towing a trailer, regardless of the number of axles of the trailer

2.6. BINA-ISTRA shall charge an ENC PACKAGE User or any other user of the Istrian Y Motorway at an exit Toll Collection Point for the corresponding vehicle group the price defined by the Price List applicable at the moment of use of the Istrian Y Motorway for the longest distance from the exit toll collection point of the Istrian Y Motorway, without applying any discount rates if he:

- Arrives at the exit toll collection point without a recorded entry toll area and/or without the entry ticket or with a folded entry ticket;
- Arrives at the exit toll collection point after expiry of more than 24 hours since the recorded entry time on the Istrian Y Motorway;
- Exits at the toll area of entry after expiry of a period longer than 15 minutes;
- Exits at the toll area with the recorded entry toll place located in the direction of the movement opposite to the expected exit toll place.

2.7. BINA-ISTRA shall charge an ENC PACKAGE User or any other user of the Istrian Y Motorway at an exit Toll Collection Point for the corresponding vehicle group the price defined by the Price List applicable at the moment of use of the Istrian Y Motorway for the shortest distance from the exit toll collection point of the Istrian Y motorway, without applying any discount rates if the User:

- Exits at the toll area of entry after expiry of a period shorter than 15 minutes.

### **Article 3 Requirements to Contract the User Scheme**

3.1. The User who wishes to use the ENC PACKAGE Service shall contract a User Scheme with BINA-ISTRA. The requirements for considering the User's Request for contracting a User Scheme related to the ENC PACKAGE Services are the following:

3.1.1. For all types of ENC PACKAGES defined in Article 2 hereof, the User shall submit the Request, along with the documents required to contract the User Scheme related to the ENC PACKAGE Service, to the authorised person at the ENC PACKAGE Point of Sale.

3.1.2. Documents required to contract the User Scheme related to the ENC PACKAGE Service are:

- For natural persons: identity card, PIN and vehicle registration card,
- For legal persons: extract from the Court Company Register, PIN and vehicle registration card,
- Trade: trade licence, PIN and vehicle registration card,
- State governmental organisations (municipalities, army, towns, ministries ENC.): document proving authority of representation as provided for by the law

3.1.3. Upon the request of BINA-ISTRA, the User shall also submit any and all other documents and papers and accurate information on one or more of the following

- permanent or temporary address,
- telephone number,
- mobile phone (GSM) number
- fax number
- email address,

and, where necessary, any other document and paper that BINA-ISTRA may deem necessary to establish the User Scheme related to the ENC PACKAGE Service or during the validity of the User Scheme related to ENC PACKAGE Service.

In accordance with Art. 6 herein, in the event that during the validity of the ENC PACKAGE or ENC PACKAGE NEXT the personal, business and/or any other data listed in the Request, other documents and/or information change, the User of the ENC PACKAGE and User of the ENC PACKAGE NEXT shall promptly inform BINA-ISTRA of the change.

3.2. The User agrees that BINA-ISTRA may verify his personal, business and other data, identity, status and financial solvency with the competent authorities that have access to such data.

3.3. By signing this Request the User gives consent for BINA-ISTRA and the company responsible for the operation and maintenance of the Istrian Y to collect, use, enter and process his personal, business and other data, including, but not limited to, Tax Number (OIB), Company Identification Number (MB), data concerning the Payment Card issuing bank, Payment Card number, the first and last name of the owner of the Payment Card, the type of Payment Card, the date of expiration of the Payment Card and the mobile phone (GSM) number, for the purposes of BINA-ISTRA's records and for purposes connected with toll collection on the Istrian Y Motorway, and to provide such data to third parties for use, upon their request, for purposes connected with toll payment on the Istrian Y Motorway.

3.4. The provisions referred to in this Article shall apply appropriately to the Request for ENC PACKAGE NEXT, where the User shall provide for inspection the Payment Card upon filing the Request for ENC PACKAGE NEXT and attach a photocopy of the Payment Card to the Request for ENC PACKAGE NEXT.

3.5. It shall be deemed that on the first and every further use of Pre-Payment or ENC PACKAGE NEXT at any of the Toll Collection Points every User is aware of General Terms and Conditions and accepts the rights and obligations under these General Terms and Conditions.

#### **Article 4**

##### **Making a Decision Concerning the Request**

#### **4.1. Accepting the Request**

The User Scheme is established after (i) the User has submitted the Request to BINA-ISTRA, (ii) BINA-ISTRA has accepted the User's Request and, in the event of a User Account related the ENC PACKAGE Service, has opened a User Account in BINA-ISTRA's computer system and the User has paid an amount into the multi currency account of BINA-ISTRA IBAN HR392360000150066644 opened with Zagrebačka banka d.d. in accordance with the current Pre-Payment Price List, (iii) the user has paid the full price for the purchase of the ENC Unit, and (iv) BINA-ISTRA has coded the User's ENC Unit and, in the event of using the INTERNET-SMS Service, has assigned a secret PIN to the User.

BINA-ISTRA shall accept the Request for establishing the User Scheme related to the ENC PACKAGE Service if the following two conditions are met:

- (a) the User has paid the amount foreseen in the current Pre-Payment Price List and the price for the ENC Unit, and
- (b) there are no obstacles to the establishment of the User Scheme provided for in these General Terms and Conditions.

4.1.1. The rights and obligations arising from the User Scheme between BINA-ISTRA and the User shall begin when BINA-ISTRA codes and issues the ENC Unit to the User, and as of that moment it shall be deemed that the User Scheme exists for an indefinite period of time which may be terminated in accordance with the provision of Article 21 hereof. The entering into the User Scheme for an indefinite period of time has no bearing on the duration of individual types of ENC PACKAGES as foreseen in the Pre-Payment Price List.

4.1.2. In the event of using the INTERNET-SMS Service, the rights and obligations arising from the User Scheme between BINA-ISTRA and the User concerning the INTERNET-SMS Service shall begin when BINA-ISTRA codes and issues the ENC Unit to the User and/or delivers the secret PIN to the User, and as of that moment the User Scheme shall be deemed concluded, and the INTERNET-SMS Service and the User's authorisation and standing order in favour of BINA-ISTRA to charge the User's Payment Card for the payment of the INTERNET-SMS Service ("the INTERNET-SMS Authorisation and Standing Order") shall be deemed activated, for an indefinite period of time, which may be terminated in accordance with the provision of Article 21 hereof. The conclusion of the User Scheme and the activation of the INTERNET-SMS Service and the INTERNET-SMS Authorisation and Standing Order for an indefinite period of time have no bearing on the duration of individual types of ENC PACKAGE as foreseen in the ENC PACKAGE Price List.

By activating the INTERNET-SMS Service, the User commits to make payments to the User Account via the Internet and/or by text message (SMS), as provided for in Article 9 herein, and Bina-Istra shall record these payments in its computer system and supply the User with information on successful or unsuccessful payment transactions to the User Account, on the balance of the User Account and on the duration and expiry of the ENC PACKAGE, in accordance with the provisions set out herein.

By activating the INTERNET-SMS Authorisation and Order, the User issues an authorisation and standing order in favour of BINA-ISTRA allowing BINA-ISTRA to debit the User's Payment Card for the payment of the INTERNET-SMS Service and issues an authorisation and standing order to the bank as issuer of the Payment Card to debit the Payment Card and make payments in favour of the User Account opened with BINA-ISTRA based on the Internet Order and/or text message (SMS) the User activates/sends and approves by the secret PIN in accordance with the provisions of these General Terms and Conditions.

The User who has activated the INTERNET-SMS Service may at any time top up the User Account also by making cash payments at an ENC PACKAGE Point of Sale and to obtain information by making a toll free phone call as defined in Article 8.9 herein.

4.1.3. The provisions set in this Article 4.1 apply correspondingly to the ENC PACKAGE NEXT with the only difference being that the ENC PACKAGE NEXT contract is concluded for a definite period of time reflecting the expiry date of the Payment Card. If the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT wishes to extend the contract, he must conclude a new contract prior to the contract expiry date in accordance with the General Terms and Conditions in force and deliver new data about the new or valid Payment Card at a BINA-ISTRA's ENC PACKAGE Point of Sale in which



case the contract, in accordance with the General Terms and Conditions in force on date of data receipt of the new or valid Payment Card from BINA – ISTRRA, is extended until expiry date of the new Payment Card. The User of ENC PACKAGE NEXT can extend the contract by giving a statement to BINA – ISTRRA through phone call by calling the toll-free number 0800 – 600 – 601 instead of physical delivering new data about new or valid Payment Card at a BINA – ISTRRA's ENC PACKAGE Point of Sale. In this case, the contract of ENC PACKAGE NEXT is extended after User sends his approval to BINA – ISTRRA for contract extension of ENC PACKAGE NEXT with new or valid Payment Card which was previously announced to BINA – ISTRRA by phone call; if User is legal entity or trader, the approval must be signed and stamped by authorized representative and sent to BINA – ISTRRA. When calling the toll-free number 0800 – 600 – 601 in purpose of contract extension, before sending the User's approval for contract extension by e-mail as described above, the chronology is the following: (i) the User confirms his identity:

- for natural persons: name and surname, OIB/personal identification number, serial number of ENC device and address which must match with datas that User has previously delivered to BINA – ISTRRA on Request for registration/issuing of ENC device and activation of ENC PACKAGE NEXT

- for legal persons: business name, name and surname of company's authorized representative, serial number of ENC device and address which must match with datas that User has previously delivered to BINA – ISTRRA on Request for registration/issuing of ENC device and activation of ENC PACKAGE NEXT

- for traders: name and surname/trade name, OIB/personal identification number, serial number of ENC device and address which must match with datas that User has previously delivered to BINA – ISTRRA on Request for registration/issuing of ENC device and activation of ENC PACKAGE NEXT

(ii) communicates to BINA – ISTRRA, on his own responsibility, datas of new Payment Card – Payment Card number, type of Payment Card, Payment Card validity and ownership of Payment Card; (iii) BINA – ISTRRA enters above datas of new or valid Payment Card into system and makes pre-authorization of Payment Card, (iv) BINA – ISTRRA determines the reported Payment Card is valid and sends to the User notification of contract extension with all necessary datas and notifications in accordance with applicable regulations by e-mail. Upon receipt written approval of contract extension of ENC PACKAGE NEXT by e-mail, BINA – ISTRRA sends notification to the User that ENC PACKAGE NEXT contract has been successfully extended. BINA – ISTRRA reserves the right to contact users by phone calls in order to inform it's users about possibility of extending ENC PACKAGE NEXT contract, where previous regulations of article 4.1.3. (i – iv) of extension of ENC PACKAGE NEXT contract are appropriately applied. The User of ENC PACKAGE NEXT who extends his contract through phone call agrees that BINA – ISTRRA is authorized to record phone calls related to registration of new or valid Payment Cards, and use recorded tone for purposes of solving User's complains as well as evidence in court and any other proceedings related to complains and disputes. Previously mentioned tone records BINA – ISTRRA will protected with due diligence and will not allow access to mentioned tone records to unauthorized persons.

By activating the ENC PACKAGE NEXT, the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT issues an authorisation and standing order in favour of BINA-ISTRRA allowing BINA-ISTRRA to debit the Payment Card of the ENC PACKAGE User or User of the ENC PACKAGE NEXT for the payment of the ENC PACKAGE NEXT and issues an authorisation and standing order to the bank as issuer of the Payment Card to debit the Payment Card and make payments in favour of BINA-ISTRRA's Account based on the transaction made at a Toll Collection Point on the Istrian Y motorway and registered via radio impulse of unique frequency generated by the ENC Unit of the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT.

4.1.4 The provisions set in this Article 4.1 apply correspondingly to the registration of the Payment Card with BINA-ISTRRA to pay the toll for using sections of the Istrian Y Motorway (other than the Matulji to Vranja Section) by the User of the ENC PACKAGE NO LIMIT Učka Tunnel and/or to settle the negative or insufficient balance on the User's User Account.

#### 4.2. Rejecting the Request

4.2.1. BINA-ISTRRA is entitled to reject the Request in any of the following cases:

- (a) if over the previous years BINA-ISTRRA has terminated a User Scheme for breach of contractual obligations by the ENC PACKAGE User or User of the ENC PACKAGE NEXT;
- (b) if the ENC PACKAGE User or User of the ENC PACKAGE NEXT is a person under age or if his business capacity is in any way limited, and a valid consent of his legal representative has not been provided;
- (c) if there is reasonable doubt that the data on the identity or legal or business ability of the ENC PACKAGE User or User of the ENC PACKAGE NEXT, payment capacity and the authorisation for

representation of the ENC PACKAGE User or User of the ENC PACKAGE NEXT are inaccurate or untrue;

- (d) if there is reasonable doubt that the ENC PACKAGE User or User of the ENC PACKAGE NEXT or a third party is abusing or has the intention of abusing the services provided by BINA-ISTRA or if he is enabling such services to be abused by third parties or if the ENC PACKAGE User or User of the ENC PACKAGE NEXT has already abused or concealed, i.e., has not reported, fraudulent acts by third parties regarding such services. The abuse shall include in particular the unauthorised making of copies of the ENC Unit, Payment Card or the SIM card for a specific GSM number, the use of a lost or stolen ENC Unit, Payment Card or SIM card for a specific GSM number, unauthorised use of a secret PIN, unauthorised login to a User Account of another User, unauthorised topping up of an account owned by another User, blocking of an entry or toll collection lane at a BINA-ISTRA'S Toll Collection Point, refusal to pay the toll, acting or having an intention to act contrary to clause 16.1. of this General Terms and Conditions;
- (e) if there are any outstanding debts of the ENC PACKAGE User or User of the ENC PACKAGE NEXT towards BINA-ISTRA, a negative balance on any other account owned by the User of the ENC PACKAGE or a person related to the User and the like;
- (f) if any of the following circumstances in relation to the Request for INTERNET-SMS Service occurs: the issuer of the Payment Card fails to grant its consent in relation to the activation of the INTERNET-SMS Authorisation and Standing Order; the User is not the holder or authorised representative of the holder of the Payment Card; the date of validity of the Payment Card has expired; the Payment Card is damaged or visibly altered; the Payment Card does not include all protective elements compliant to the standards and in accordance with the notification of the bank as issuer of the Payment Card;
- (g) if the User has cancelled or terminated the User Scheme in the last 12 months and requested and obtained refund from his User Account by BINA-ISTRA;
- (h) if information, papers or documents referred to in Clause 3.1.2 and 3.1.3. hereto are not up to date or invalid;
- (i) if the user has overdue debts to BINA-ISTRA;
- (j) if there are any other circumstances which would, at the discretion of BINA-ISTRA, prevent or limit toll collection.

## **Article 5**

### **Opening the User Account and Using the ENC PACKAGE or the ENC PACKAGE NEXT**

5.1. After accepting the Request, in the case of the ENC PACKAGE, BINA-ISTRA shall open the User Account in the User's name and code and issue an ENC Unit to the User.

5.2. The User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT shall become the owner of the ENC Unit after having paid the price for the unit at the price set by a Decision adopted by BINA-ISTRA valid on the date when the complete Request or Request for ENC PACKAGE NEXT was submitted. Prior to issuing an ENC Unit, the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT shall pay the previously mentioned price and, in case of an ENC PACKAGE, pay the minimum amount of an ENC PACKAGE in accordance with the current ENC PACKAGE Price List.

5.3. The User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT shall protect the ENC Unit against damage, unprofessional or unauthorised use and shall keep it in a safe place at all times.

5.4. In the event of damage to the ENC Unit for any reason other than reasons pertinent to the unit itself, the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT shall purchase a replacement unit in order to continue using the ENC PACKAGE or the ENC PACKAGE NEXT. The replacement ENC Unit, which was damaged for any reason other than reasons pertinent to the unit itself, can be purchased at any ENC PACKAGE Point of Sale at the price set by a Decision adopted by BINA-ISTRA valid on the date of purchase of the replacement ENC Unit.

5.5. For every User's request in regards to:

- (i) registration i.e. codification of additional ENC Unit and payment for additional ENC Unit at the price set by a Decision adopted by BINA-ISTRA and valid on the date when the complete Request for additional ENC Unit was submitted;

or

- (ii) registration i.e. codification of additional ENC unit to existing User Account if ENC unit has been issued by other motorway operator(s) in Republic of Croatia which ENC units BINA-ISTRA accepts as medium for toll payment in accordance to this General Terms and Conditions,

such additional ENC Unit will be registered, i.e. coded to the existing User Account.

5.6. In regards to User's request submitted as per clause 5.5., BINA-ISTRA reserves the right to request the User for additional evidence of purpose and need for such additional registration i.e. codification and issuance (if applicable) of ENC Units, especially if User requests to register additional ENC Units to the existing User Account by which the total ENC Units registered to the same User Account would exceed 10 ENC Units. Additional evidence required can include but is not limited to submission of vehicle registration cards for vehicles User is using for its own needs, and for which the request for additional ENC Units pursuant to clause 5.5. has been submitted. According to that, BINA-ISTRA reserves the right for determining the compliance of intended usage of additional ENC Units with these General Terms and Conditions, including but not limited to compliance with clause 16.1. of these General Terms and Conditions. If BINA-ISTRA has reasonable suspicion that additional ENC Units for which the request for registration i.e. codification and issuance (if applicable) has been submitted will be used contrary to these General Terms and Conditions and legislation of Republic of Croatia, BINA-ISTRA reserves the right to reject every request from clause 5.5. of these General Terms and Conditions.

### **Article 5a Establishment of the User Scheme Online**

5a.1 The User may submit the Online Request to contract the User Scheme to Bina-Istra at the web address [www.bina-istra.hr](http://www.bina-istra.hr). The Online Request to contract the User Scheme is deemed to be made by sending a correctly completed order form with the selected ENC PACKAGE online via the official BINA-ISTRA web page.

5a.2 Provisions set out in Clauses 3 and 3 herein shall apply appropriately to the Online Request to contract the User Scheme.

5a.3 At the moment of submitting the Online Request to contract the User Scheme, a Natural Person, by accepting these General Terms and Conditions, acknowledges to have received for information, at some point prior to concluding the Contract, the pre-contractual information in terms of the Consumer Protection Act (OG 41/14) in the form of information published on the web page [www.bina-istra.hr](http://www.bina-istra.hr):

- a. On the principal characteristics of the service (ENC Package);
- b. On the name and registered seat of the vendor (BINA-ISTRA) and the email address;
- c. On the address of the vendor (BINA-ISTRA) where complaints can be addressed;
- d. On the retail price of the service (ENC Package) and on the delivery costs and that delivery costs will be charged;
- e. On the payment conditions, delivery condition, service provision conditions and the way in which complaints filed with BINA-ISTRA are handled;
- f. On the conditions, terms and procedure of exercise the right to unilateral termination of the contract and on the form for unilateral termination of the contract;
- g. That the Natural Person is obliged to bear the costs of returning goods (ENC Unit) in the event he exercises the right to unilateral termination;
- h. That in the event of exercising his right to unilateral termination of the contract following the filing of the Request in line with Art. 70 of the Consumer Protection Act, pursuant to Art. 77 the Natural Person shall be reimbursed the balance recorded on his User Account when the information on termination was received;
- i. That in the event of exercising his right to unilateral termination of the contract following the filing of the Request in line with Art. 70 of the Consumer Protection Act, pursuant to Art. 77 the Natural Person shall be reimbursed the balance recorded on his User Account when the information on termination was received;
- j. That the Natural person cannot exercise his right to unilateral termination of the contract in cases when such right is excluded under Art. 79 of the Consumer Protection Act and on the assumptions on which he loses the right to unilateral termination;
- k. Existence of liability of BINA-ISTRA for material shortcoming of the ENC Unit;
- l. Possible warranties issued with regard to the ENC Unit;
- m. Duration of the contract if the contract was concluded for a definite time and on cancellation or termination of the contract concluded for a definite time;
- n. Mechanisms of out-of-court settlement of disputes, on indemnification systems and their usage;

5a.4 When taking over the ENC PACKAGE at a ENC PACKAGE Point of Sale of choice, the User is obliged to make payment in cash or by Payment Card, while when taking over the ENC PACKAGE at a post office of choice in the Republic of Croatia, the User is obliged to make payment in cash or by a card accepted by the post office whereby the User shall bear any possible extra charges (commission) the selected post office may charge in its name and to its account.

5a.5 The User takes over the ENC PACKAGE by presenting his identity card or passport. In the event that, during the take over, no identity card or passport is presented, the competent department or employee is not obliged to consign the package.

5a.6. the right of a Natural Person to a unilateral termination of contract concluded online at the address [www.bina-istra.hr](http://www.bina-istra.hr)

- a. The Natural Person is entitled to terminate the contract concluded via electronic communication at the address [www.bina-istra.hr](http://www.bina-istra.hr) within 14 (fourteen) days in the manner set out herein, without having to state any reason for it.
- b. The 14-days term starts to run on the day when the ENC Unit was given into possession of the Natural person.
- c. The Natural Person may terminate the contract concluded via electronic communication at the address [www.bina-istra.hr](http://www.bina-istra.hr) within 14 (fourteen) days referred to in the previous paragraph of this Article by written termination note (using the form available on [www.bina-istra.hr](http://www.bina-istra.hr) or by supply any other unequivocal statement on his will to terminate the contract) sent to BINA-ISTRA, where this note may be sent by mail, fax or email.
- d. The contract concluded via electronic communication is terminated at the moment of receipt by BINA-ISTRA of the termination note if the termination note was sent within the 14-days of the date when the Natural Person was given the ENC into possession. Upon receipt of the termination note, BINA-ISTRA blocks the User Account and the Natural Person is no longer able to use the ENC PACKAGE service. If the termination was made within the defined 14-days period, the Natural Person is obliged to return the ENC Unit to BINA-ISTRA by mail at the address: BINA-ISTRA, Zrinščak 57, 52426 Lupoglav, for the attention of "*Toll Collection Department*", or personally to the ENC PACKAGE Point of Sale at the Učka Tunnel at his own costs and within 14 (fourteen) days of the date when the termination note expressing the will of the Natural Person to terminate the contract concluded via electronic communication was sent to BINA-ISTRA.
- e. BINA-ISTRA will reimburse to the Natural Person the amount recorded on the User Account of the Natural Person at the moment of receipt of the note on the termination of the contract concluded via electronic communication. BINA-ISTRA will return the said amount to the Natural Person only after the ENC Unit has been returned to BINA-SITRA at the address defined in the previous paragraph of this Article.
- f. In case the ENC Unit is not returned by the Natural Person within 14 (fourteen) days of the date when the termination note expressing the will of the Natural Person to terminate the contract concluded via electronic communication was sent to BINA-ISTRA, BINA-ISTRA reserves the right to use any and all available legal means to recover the full value of the ENC Unit according to the price list in force on the date of the conclusion of the User Scheme online if the ENC Unit was obtained at preferential conditions.

5a.7 If the Natural Person terminates the contract concluded via electronic communication within a period of 15 to 180 days of the date of conclusion of the contract, BINA-ISTRA shall proceed in the manner referred to in Articles 18 and 21 herein, and, additionally, reduce the amount to be paid out of the User Account for the difference of the full value of the ENC Unit according to the price list in force on the date of the conclusion of the User Scheme online if the ENC Unit was obtained at preferential conditions.

5a.8 The provisions contained herein shall apply accordingly to any issue related to the User Scheme concluded Online and to the contracting of it, unless an issue is not otherwise regulated by this Article 5a.

## **Article 6**

### **Obligation to Notify any Changes of Data Specified in the Request**

6.1. The User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT shall notify BINA-ISTRA forthwith of any changes of personal, business and/or other data specified in the Request or Request for ENC PACKAGE NEXT, such as address, telephone number, GSM number, email address, bank issuer of the Payment Card, Payment Card number, type of Payment Card, expiry of

the Payment Card, cardholder and the like, or loss/theft of the Payment Card, or changes of data contained in the documents and papers attached to the Request or delivered at the request of BINA-ISTRA, which may occur during the usage of the ENC PACKAGE or ENC PACKAGE NEXT. The User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT is the solely responsible and shall bear the damage which the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT, BINA-ISTRA or any other third party may suffer in case the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT fails to notify BINA-ISTRA forthwith of the above listed changes.

6.2. Pursuant to the notice given to BINA-ISTRA on the above listed changes, the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT may be invited to make a new Request and containing new data and including the required documents relating to new information. Until the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT does not notify BINA-ISTRA on the changes, and, if requested, fails to make a new Request including the required documents, the data supplied in the existing Request shall apply to the relationship between the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT and BINA-ISTRA, except in cases where the ENC PACKAGE NEXT expires due to expiry of the Payment Card, in accordance with Article 4.1.3. hereof.

6.3. If the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT fails to perform the obligation to notify under this Article and if a notification or some other correspondence of BINA-ISTRA cannot be delivered to the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT due to such a fault, service shall be deemed duly made to the address, telephone number, GSM number, email address or another contact address specified in the existing Request.

## **Article 7**

### **Prices, Payments and Record of Payments made by the User**

7.1. The price of the ENC PACKAGE, and all other fees BINA-ISTRA is entitled to pursuant to these General Terms and Conditions, shall be established in the ENC PACKAGE Price List in force at the time of using the ENC PACKAGE. BINA-ISTRA is authorised to change the ENC PACKAGE Price List and undertakes to publish it and make it available in the usual and accessible manner. The ENC PACKAGE Price List shall be available at least at every ENC PACKAGE Point of Sale of BINA-ISTRA where Requests are submitted and on the official web page of BINA-ISTRA ([www.bina-istra.hr](http://www.bina-istra.hr)). For the avoidance of doubt, all payments made by the users of the Istrian Y Motorway, Users included, can be made in cash or by any other means of payment accepted at the Toll Collection Points on the Istrian Y Motorway, if the technical conditions at the moment of payment permit so.

7.2. Where payment is made by the User to the BINA-ISTRA's account by cashless transaction, i.e. by transfer order, such payment shall be recorded on the User's User Account on the date when such payment is recorded on BINA-ISTRA's bank statement. As a rule payments are recorded on the BINA-ISTRA's bank statement on the working day (excluding Saturdays, Sundays and other non-working days) following the day of payment, However, this depends exclusively on the banks and other persons dealing with direct payment services involving money transfers. A payment shall be deemed duly made only after all cashless transaction charges have been charged to the User.

7.3. The Payment Card shall be charged to a User, who is at the same time User of the ENC PACKAGE NEXT or who has registered a Payment Card with BINA-ISTRA, and whose balance on the User Account is negative or insufficient, with the full regular price of tolling valid at the moment of passage through a Toll Collection Point on the Istrian Y Motorway.

A User of the ENC PACKAGE, who is at the same time not a User of the ENC PACKAGE NEXT or who has not registered a Payment Card with BINA-ISTRA or whose Payment Card registered with BINA-ISTRA is no longer valid for any reason, and has a negative or insufficient balance on the User Account, shall pay the full regular price of tolling valid at the moment of passage through a Toll Collection Point on the Istrian Y Motorway in cash or by any other means of payment accepted at the Toll Collection Points of the Istrian Y Motorway.

If at the moment of passage through a Toll Collection Point the User has none of the above described means of payment available, the User shall sign a statement of non-payment of the toll; this statement shall be used to charge his User Account for the full regular price of tolling valid at the moment of passage through a Toll Collection Point on the Istrian Y Motorway

For the avoidance of doubt and in accordance with Article 8.10 of this General terms and conditions the User whose balance on the User Account is negative, shall settle the negative balance without delay and not later than within 30 days upon the date of invoice ; otherwise BINA – ISTRA retains the right to settle the negative balance on the User Account shall be s by judicial means.

## **Article 7a**

### **Online Top Up of the User Account by Bank Card**

7a.1. BINA-ISTRA enables the Users to top up their User Accounts online by bank card on the web page [www.bina-istra.hr](http://www.bina-istra.hr). This Article regulates the conditions and the procedure of such topping up.

7a.2. The User selects in the User Account menu the option of top up by bank card and selects one of the offered top up amounts. In the next step the User fills in information on the person performing the top up, bank card number, expiration date and control number. The User may next select between two options: (a) cancel the transaction or (b) confirm the transaction. Depending on the selection of option (a) or (b), in the mailbox "My Messages", the User will be informed on the status of the top up. By selecting (a) or (b), the User accepts the terms and conditions and the procedure of the top up as set out in this Article 7a.

7a.3. If the top-up procedure has not been performed completely, the content of the request for the top up of the User Account will be deleted within 15 minutes and a new log in into the User Account will be required to complete the top up.

7a.4 Topping up of the User Account can be made using the following bank cards: Maestro, Visa Electron, Visa Classic, MasterCard, Diners.

7a.5. The issued receipt related to the top up of the User Account is delivered to the User by email and is stored in his User Account, in the mailbox "My Messages".

7a.6. User's personal data is collected, processed and used in compliance with the provisions of the rules of the Republic of Croatia in force and solely for the purpose defined herein. In the procedure of the online topping up of the User Account by bank card, User's personal data are protected by a secure online connection. Data is protected by the system iCheqOut of the bank Zagrebačka banka d.d., meaning that BINA-ISTRA does not see the credit card number. The credit card number is available exclusively to the card company – issuer of the credit card.

7a.7 BINA-ISTRA protects User's personal data and collects only the basic User data required to provide the service. User data is stored and is accessible only to BINA-ISTRA's employees who require such data to perform their tasks and who respect the personal data protection principles.

7a.8 BINA-ISTRA shall not be held responsible under any grounds for damage which may arise as a consequence of unauthorized processing of User's personal data if data is not in the domain of BINA-ISTRA. Should the User suspect any unauthorized use of his personal data, he must promptly inform BINA-ISTRA of it by email to the email address [naplata@bina-istra.com](mailto:naplata@bina-istra.com).

7a.9 BINA-ISTRA does not guarantee that the possibility of online top up of the User Account by bank card will be available at all times.

7a.10 The top-up service referred to in this Article 7a, as provided by BINA-ISTRA via web page [bina-istra.hr](http://bina-istra.hr) does not include any costs which the visitor of the web page incurs during the use of hardware and software to access the site. BINA-ISTRA shall not be liable for the costs incurred in the electronic communication traffic, Internet traffic or any other costs which may arise in relation to the Online Top Up of the User Account, and shall not be liable for any damage which may be suffered due to breakdown of the Internet connection during the use of the Online Top Up of the User Account. In the event of an error during the Online User Account Top Up procedure, the User may report the error to the email address [naplata@bina-istra.com](mailto:naplata@bina-istra.com) to have the error removed as soon as practicable.

7a.11 The Subscriber has been informed and accepts that BINA-ISTRA shall not be held liable for any shortfall, delay, break up or disruption of regular functioning of the Online User Account Top Up service caused by any event beyond reasonable control of BINA-ISTRA. By accepting these General Terms and Condition, the User acknowledges not to hold BINA-ISTRA liable under the above-described events.

## **Article 8**

### **Using the Available Balance on the User Account**

8.1. The available balance on the User Account the User uses at prices according to each of the applicable ETC PACKAGE that are defined by the Price List of ETC PACKAGE within the time period foreseen for the type of ETC PACKAGE selected by the User, for as long as there is sufficient balance on the User Account for the collection of toll at the moment of passage through the Toll Collection Points on the Istrian Y Motorway.

8.2. If the type of ETC PACKAGE that was chosen by the User expired and the User Account is not terminated in accordance with Article 8.8 of this General terms and Conditions and funds are still on the User's Account, while passing on the toll collection points on the Istrian Y Motorway, the remaining balance on the User's Account will be charged at the regular toll prices (toll free discounts

applied to each type of ETC PACKAGES), until the user does not act in accordance with Article 8.5 hereunder.

8.3 If after the expiry of the duration of the ENC PACKAGE unused funds remain on the User Account, and providing that the User does not act in compliance with the provisions of Article 8.6. hereunder or does not use convenience in accordance with the provisions of Article 8.2 hereunder, following the period of 183 days, from the date of expiry of the ENC PACKAGE, the User loses the right to use the unused balance for the payment of toll on the Istrian Y Motorway via ENC unit when additional payment is done. In this case, an additional payment on User Account in the period from 184 to 730 days, i.e in the period from 184 to 731 days in case of leap year, from the date of ENC PACKAGE expiration will not be increased for the remain unused amount on the User Account in accordance with the provisions of Article 8.7 hereof. For the avoidance of doubt, without executing additional payment in the period from 184 to 730 days, i.e. in the period from 184 to 731 days in case of leap year, User can use the remaining unused amount without any restrictions for a maximum of 730 days or 731 day in the case of leap year from the date of expiry of the ETC PACKAGE under the conditions defined in Article 8.2.hereof.

8.4. If the User exhausts the funds available on his User Account within the time period provided for the type of ENC PACKAGE in question, the User may make an additional payment to renew his User Account.

8.5. If the period of duration of the ENC PACKAGE has expired, the User continues to use the existing amount on this account at the regular price of toll (toll free discounts apply to each type of ETC PACKAGE) if there is a sufficient amount on the User Account to cover the toll when passing through toll collection points on the Istrian Y whilemaking an additional payment within 184 days to 730 days of the date of expiration of the period of the ENC PACKAGE, or 184 days to 731 days in the event of a leap year can reactivate the User Account with the period of duration of ENC PACKAGE provided for the corresponding type of ENC PACKAGE, in accordance with the provisions of Article 8.6 and 8.7 hereunder.

8.6. If the User makes an additional payment to the account within the additional period of 183 days, of the date of expiry of his ENC PACKAGE, the existing balance on the User Account shall be increased by the amount of additional payment and the ENC PACKAGE shall be reactivated as of the date of the additional payment.

8.7. If the User makes an additional payment to the User Account between the day 184 and day 730, or 184 days to 731 days in the event of a leap year from the date of expiry of the ENC PACKAGE, the ENC PACKAGE shall be reactivated as of the date of the additional payment but the additional payment shall not be increased by the unused balance remained on the User Account.

8.8. If an additional payment to the User Account is not made in the manner specified in Article 8.7 hereof, the User Account shall be terminated and the User Scheme, including, where applicable, the INTERNET-SMS Service and the INTERNET-SMS Authorisation and Order, shall be deemed terminated as of the last day of the 730<sup>th</sup> day or 731<sup>st</sup> day in the event of a leap year, as referred to in Art. 8.7. hereof.

8.9. The User may learn the available balance on the ENC PACKAGE Account and the remaining period of duration of single types of ENC PACKAGES by calling the toll free telephone number 0800-600-601 (from 07:00 to 19:00 on working days) or in person at an ENC PACKAGE Point of Sale. The User who uses the INTERNET-SMS Service may learn the balance on the ENC PACKAGE Account and the remaining period of duration of single types of ENC PACKAGES by logging in the BINA-ISTRA'S Web Page ([www.bina-istra.hr](http://www.bina-istra.hr)) or by SMS text if he or she has submitted a Request for INTERNET-SMS Service to BINA-ISTRA.

8.10 User agrees that in a situation where there is a positive balance on the User Account when entering the Toll Collection Point on the Istrian Y but because of selected distance travelled the existing funds are not sufficient to cover the due toll amount, the User Account will be charged as stated:

- (i) a part of the toll for which adequate funds are available will be charged according to toll prices of the chosen ETC PACKAGE if the ETC PACKAGE did not expire
- (ii) a part of the toll for which adequate funds are available will be charged according to the ordinary toll rates (toll without discounts related to each ETC PACKAGE) if the ETC PACKAGE did expire.

In both cases BINA-ISTRA retains the right to issue an invoice for the amount of the uncollected part of toll for distance travelled as follows: according to the price of toll by applying a discount in accordance with the selected ETC PACKAGE in case under (i) above, or at the price of regular toll (toll without discounts related to each ETC PACKAGE) in case (ii) above. Invoice is due within 30

days of issuance and BINA-ISTRA retains the right to charge and collect a statutory default interest on the amount due but unpaid.

8.11 Without prejudice to the right of BINA - ISTRA referred to in Article 4.2.1., in case of overdue debt to BINA - ISTRA, when additional payment is begin made / ETC packages activated, the paid in amount shall be first used to cover any outstanding debt towards BINA –ISTRA with possible statutory default interest while the remaining amount paid in will be available on the User's account if the User made the payment within a maximum of 730 days and 731 day in the case of leap years from the date of expiry of the ETC PACKAGE.

## **Article 9**

### **INTERNET-SMS Service, Using ENC PACKAGE Online or by SMS Text, and the Secret PIN**

9.1. After activating the INTERNET-SMS Service, BINA-ISTRA shall open the User Account in the name of the User who is also the holder of the Payment Card, issue the ENC Unit to the User and assign and give the User a secret PIN in a way that the User of the ENC PACKAGE or a person authorised by the User receives a closed and sealed envelope with information on the secret PIN, for the purposes of payment into the User Account and for the purposes of accessing to balance of the ENC PACKAGE Account by SMS text. Should the User of the ENC PACKAGE or User already have a ENC PACKAGE Account opened and be in possession of an ENC Unit in accordance with the provisions of Article 5.1 hereof, BINA-ISTRA shall deliver the secret PIN to the User, as previously described, for the purposes of payment into the ENC PACKAGE Account and for the purposes of accessing the balance of the User Account upon activating INTERNET-SMS Service by BINA-ISTRA.

9.2. The User shall make payments to the ENC PACKAGE Account online and/or an SMS text message in the way that, by using the secret PIN as specified in Article 12 hereof, the User approves the debit against his Payment Card for the cost of payment, whereby such approval has the same validity as his own personal signature. After cancellation or termination of the User Scheme, the User's Payment Card shall be charged for all costs of payment into the User Account which were approved by the secret PIN and authorised by the issuer of the Payment Card before cancellation or termination of the User Scheme, as specified in Article 21 hereof. If the User files an objection against the approval by secret PIN and/or against the debit against his Payment Card, the proof of the transaction shall be the report from the records of the issuer of the Payment Card.

9.3. The User shall protect the secret PIN against any unauthorised use and shall keep it in a safe place at any time. BINA-ISTRA shall not be liable for transactions approved by the secret PIN by any unauthorised person.

9.4. The User shall immediately report the loss of the secret PIN to BINA-ISTRA by calling the toll free number 0800-600-601 (from 07:00-19:00 on working days) or by fax to the number 052/601-159, where he shall state the GSM number and any other relevant information required to assess the truthfulness of the report. The User shall confirm the report of loss of his secret PIN transmitted by phone or fax to BINA-ISTRA immediately, and at the latest within 24 hours, by sending a personally signed letter by registered and urgent postal or courier service. BINA-ISTRA retains the right to disable immediately the service of ENC PACKAGE of toll following the receipt of the telephone call or fax from the User.

9.5. The User shall make the secret PIN inaccessible to third parties. If there is reasonable doubt to believe that the User's secret PIN is being used without authorisation, BINA-ISTRA shall act as in the case of loss of the secret PIN as laid down in Article 9.6 hereunder

9.6. In the event of loss or unauthorised use of the secret PIN, of which the User notifies BINA-ISTRA in accordance with Article 9.4. hereof, BINA-ISTRA shall immediately notify the issuer of the Payment Card. In such cases, the User shall not be liable for the payment of the use of ENC PACKAGE after the moment BINA-ISTRA receives the User's report within the meaning of Article 9.4 hereof, signed personally by the User of the ENC PACKAGE or by a person authorised to represent the User. BINA-ISTRA shall not be held accountable by the User of the ENC PACKAGE or any third party for damages arising as a consequence of a false report.

## **Article 10**

### **Authorising Transactions Online and by SMS text message**

10.1. The main precondition for payment into the User Account online or by SMS text message is that the User has sufficient funds on his Payment Card designated in the Request for the INTERNET-SMS Service.



10.2. BINA-ISTRA shall record the payment into the User Account in its computer system and top up the User Account of the User exclusively in the amount of the transaction and for the transaction authorised by the bank as issuer of the Payment Card and subject to the provisions of Article 7 hereof. If this is not the case, BINA-ISTRA shall notify the User by an email or text message that the transaction was unsuccessful. BINA-ISTRA shall also notify the User of any technical problems in using the INTERNET-SMS Service. In the event of an unsuccessful transaction and/or technical problems in using the INTERNET-SMS Service, payments into the User Account can be made by sending a new text message requesting topping up of the User Account.

10.3. All transactions referring to payments into the User Account Online or by SMS text messages shall be performed without the physical presence of a person at the EFT POS terminal of the bank that keeps BINA-ISTRA's accounts.

10.4. There is a time delay from the moment of sending the request for top up of the User Account online or by text message to the actual top up of the User Account in the computer system of BINA-ISTRA. BINA-ISTRA shall notify the User of having received the online request or text message requesting top up of the User Account and of the completion of the top up of the User Account. The usual period of delay between the moment of sending the online request or text message requesting top up of the User Account and information about the success or failure of top up is 10 minutes.

### **Article 11 Cost of the INTERNET-SMS Service**

11.1. The User shall bear the cost of sending the text messages by the User. For the avoidance of doubt, the User's User Account shall not be debited for the cost of sending the text messages by the User.

11.2. BINA-ISTRA shall publish and make available in the usual and accessible manner, including by publication at the ENC PACKAGE Points of Sale, the price and all changes to the price of sending text messages, of which the GSM operator may notify BINA-ISTRA. On the date of entering into force of these General Terms and Conditions the cost of sending one text message is 0.69 Kuna increased by the VAT valid on the day of texting.

### **Article 12 Use of the INTERNET-SMS Service**

12.1. The use of the INTERNET-SMS Service may be initiated by the User or as a response to information sent by BINA-ISTRA by a text message or otherwise.

12.2. If the User wishes to access the current balance on his User Account by sending a text message, it is necessary to enter XXXXS, where XXXX is the secret alphanumeric PIN, which is unique and assigned to each User whose Request for the INTERNET-SMS Service is accepted by BINA-ISTRA.

12.3. If the User wishes to top up his User Account by sending a text message, it is necessary to enter XXXXN, where XXXX is the secret alphanumeric PIN as described in Article 12.2.

12.4. Text messages described in Articles 12.2 and 12.3 hereof shall be sent to the number available at the BINA-ISTRA official web page ([www.bina-istra.hr](http://www.bina-istra.hr)), which is used by BINA-ISTRA, via the operators, to send and receive messages for purposes related to the INTERNET-SMS Service.

12.5. If the User wishes to top up the User Account, learn the balance of the User Account or download the receipt for the payment made to the User Account by using the INTERNET-SMS Service, it is necessary to log in the official BINA-ISTRA's web site ([www.bina-istra.hr](http://www.bina-istra.hr)) by clicking on the link My User Account. Access is granted only after entering the number of the User Account and the secret alphanumeric PIN and confirming the entry by clicking on "Login". Following a successful login, the User may top up the User Account, check the transactions made via the User Account and requests for sending pro-forma invoices used for cashless payments by bank transfer.

12.6. If the User wishes to top up the User Account online, as specified in Article 12.5 hereof, once the field "Top Up" has been activated, the User shall enter XXXX in the PIN field where XXXX is the secret the secret alphanumeric PIN, which is unique and assigned to each User whose Request for the INTERNET-SMS Service is accepted by BINA-ISTRA. Clicking on the field "Confirm" confirms the PIN and request for payment cannot be cancelled any more. BINA-ISTRA shall send a message to the User to confirm the completion of the payment process. The message may be checked under "Messages" in the online Personal User Account.

12.7. BINA-ISTRA shall reserve the right to terminate unilaterally the INTERNET-SMS Services. In such case, all the provisions of these Terms and Conditions referring to the User Scheme shall continue to apply to the User, but without the opportunity of further use of the INTERNET-SMS Service.

12.8. Should there occur, for any reason whatsoever, cases of interruption of the internet or GSM connections, unauthorised access into the Personal User Account and/or unauthorised access and/or unauthorised use of the INTERNET-SMS Service ("hacking"), BINA-ISTRA shall not be responsible to the User or to any other third party for the damage arising as the consequence of such cases.

### **Article 13 Notifications by BINA-ISTRA**

13.1. Any User using the INTERNET-SMS Service shall be notified by a text message from the number available on BINA-ISTRA web site ([www.bina-istra.hr](http://www.bina-istra.hr)) or by an online message to be found under "Messages" in the Personal User Account of the User on the low balance on his User Account, the date of expiration of the term of validity of the ENC PACKAGE, the inability to use the ENC PACKAGE without making further payments, and other information deemed by BINA-ISTRA to be relevant for the User.

13.2. Any queries concerning the use of the INTERNET-SMS Service, and all other issues related to the User Account and/or ENC PACKAGE, may be raised by the User by calling the toll free number 0800-600-601 (from 07:00 to 19:00 on working days).

### **Article 14 INTERNET-SMS Services – Interested Parties**

By submitting the Request for the INTERNET-SMS Service, the User agrees and accepts that the INTERNET-SMS Service is to be performed in cooperation between BINA-ISTRA, its affiliate in charge of the operation and maintenance of the Istrian Y Motorway, GSM operators, companies in charge of IT support, persons authorised for programme support, the bank managing BINA-ISTRA's account, banks as issuers of Payment Cards, and other persons whom BINA-ISTRA may engage in relation to the INTERNET-SMS Service. This shall apply correspondingly to the ENC PACKAGE NEXT.

### **Article 15 Using a Mobile Phone or the ENC Unit**

The User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall comply with the provisions of the Road Safety Act and other laws and subordinate legislation in terms of using a mobile phone while driving. The User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall bear sole responsibility for any consequences that might arise from using a mobile phone or the ENC Unit while driving.

### **Article 16 Transfer of the User Scheme, Available Balance and Clearance Payment**

16.1. The User may not transfer the User Scheme to any other person. The User is obliged to use ENC PACKAGE PLUS or ENC PACKAGE NEXT for its own needs and the User is obliged not to assign for commercial purposes ENC PACKAGE PLUS or ENC PACKAGE NEXT or its particular part to third persons on one-time, occasional or permanent basis.

16.2. Clearance payment (by offsetting, assignment, debt assumption and other forms of mutual settlement of liabilities and debts) in favour of the User Account is not allowed without the prior written approval of BINA-ISTRA.

16.3. Any transfer of the available balance between User Accounts of different Users is not allowed.

16.4. Transfer of the available balance between the User Accounts of the same ENC Packages but of different categories of the same User is allowed pursuant to a written request by the User, to be approved by BINA-ISTRA, where the request shall refer to the transfer of the available balance exclusively from and to an active User Account. Transfer of the available balance between User Accounts of a single User is allowable also from an inactive User Account or if the validity of the Pre-Payment linked to the account from which transfer is made has expired, provided that the term of 183 days, since the ENC PACKAGE expiry date has not expired.

16.5 User of the ENC PACKAGE PLUS may transfer the remaining funds from an active and/or inactive User Account to the ENC PACKAGE EASY.

16.6 The User who has thus transferred the remaining balance from the ENC PACKAGE PLUS to the ENC PACKAGE EASY cannot return the remaining funds back to the ENC PACKAGE PLUS, but must use the remaining funds taking into consideration that the ENC PACKAGE EASY is not time-limited in accordance with the ENC PACKAGE Price List, or may proceed in accordance with article 18 herein.

16.7 The User of the ENC PACKAGE EASY cannot transfer the remaining balance to any other ENC PACKAGE model.

#### **Article 17**

##### **Inability to Use the ENC PACKAGE or Electronic Toll Payment System**

17.1. In the event that BINA-ISTRA is forced to close traffic on certain sections of the Istrian Y for reasons not attributable to BINA-ISTRA or due to force majeure, which may result in the inability to use ENC PACKAGES, BINA-ISTRA is not obliged to refund to the User the fee paid for the use of the ENC PACKAGE. The same shall be applicable to an event of works related to the reconstruction or construction of tunnels, bridges, viaducts and roads on the Istrian Motorway Y.

17.2. In the event of interruption of the electronic toll collection system, BINA-ISTRA shall make the system available in the shortest time possible. BINA-ISTRA shall not be responsible for possible damages the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT may sustain due to the inability to use the ENC Unit in cases of interruption of work of the electronic toll collection system. BINA-ISTRA shall not be held responsible to the User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT for the acceptance of the ENC Unit by HAC or ARZ and the functioning of the other motorway operator(s) and the acceptance of the ENC Unit by this/these operator(s).

17.3. The ENC Unit issued by Hrvatske Autoceste (Croatian Motorways) and/or Autocesta "Rijeka Zagreb" (Rijeka to Zagreb Motorway) shall be accepted as an electronic device for payments at toll collection points of the Istrian Y Motorway, in accordance with these General Terms and Conditions, and subject to prior registration of the ENC Unit and prior establishment of the corresponding scheme between the owner of the ENC Unit and BINA-ISTRA.

#### **Article 18**

##### **Request for Disbursement of Non-Used Funds in the User Account**

18.1. In the event of cancellation or termination of the User Scheme, except in cases referred to in Art. 18.3 herein, the User is authorised to submit a written request to BINA-ISTRA for the disbursement of funds remaining in his User Account within 30 (thirty) days upon occurrence of cancellation or termination of the User Scheme. In such event, BINA-ISTRA shall calculate the claim of the User in accordance with Art. 21 herein.

18.2. When BINA-ISTRA receives the User's request and calculates the remaining balance on the User Account, BINA-ISTRA is authorised to: a) accept the request and pay to the User the calculated amount of claim for unused funds remaining on the User Account within 30 days of the receipt of the request; b) accept the request and offset its claim, if any, against the User with the claim of the User against BINA-ISTRA, and immediately notify the User of the offset, all this within 30 days of the receipt of the request, or c) reject the request within 30 days of the receipt and notify the User thereof in writing.

18.3. The User is not entitled to repayment of the funds paid into the User Account in the event of termination of the User Scheme for reasons attributable to the User or reasons connected with the User, in the event of termination of the User Scheme as a result of non-activation of the ENC PACKAGE by an additional payment under Article 8.6. hereof, or if the termination of the User Scheme takes place because of the inability to use the ENC PACKAGE as stated in Articles 17 and 20 hereof.

18.4. Disbursement of funds from the User Account can be made to the Payment Account defined by the User in the request for disbursement of non-used funds from the User Account. This Payment Account shall comply with the laws and regulations governing segment of the payment system and the financial and accounting operations. In case of stating incorrect Payment account on the request for disbursement of non-used funds from User Account, the funds will be paid to the account number from which BINA-ISTRA received payment. If the User has made a payment to the account via payment card or cash, BINA-ISTRA shall not be able to rmake a disbursement of non-used funds while User does not provide information on the account for disbursement corresponding to the requirements of

this Article 18.4. All costs related to the disbursement of funds from the User Account and to the transfer to the User's Payment Account (e.g. bank fees) shall be borne by the User, whereby BINA-ISTRA shall in no way be responsible for such costs (e.g. a fee charged by payment service providers in case of transfer to the Payment Account opened abroad, where such fee is, as a rule, considerably higher than the fee charged in case of transfer to a Payment Account opened with a payment service provider registered in Croatia).

18.5 By delivering the Request for disbursement of non-used funds in the User Account by mail, email, fax, or BINA-ISTRA official web site or in person to a ENC PACKAGE Point of Sale and by defining the Payment Account to which disbursement of non-used funds from the User Account should be made, the User is responsible under penalty of perjury for the correctness and accuracy of information stated in the Request and declares that he is the holder of the stated Payment Account and that no enforcement procedure is being enforced over any of his Payment Accounts open with the payment service provider.

## **Article 19**

### **Use of the ENC Unit and responsibilities of the Users of ENC PACKAGE and Users of the ENC PACKAGE NEXT**

19.1. User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall be responsible for the costs made by the ENC Unit. If the ENC Unit is used for toll payment of a vehicle group higher than the group stated in the Request, the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT agrees that BINA-ISTRA shall be entitled to collect the difference to the full amount of the toll for the higher group in accordance with Article 2. hereof and that BINA-ISTRA shall not be responsible for reimbursing the overpaid amount of toll should ENC Unit be used for toll payment contrary to the provisions of Article 2 hereof.

19.2. User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall mount the ENC Unit on the inside of the windscreen, in accordance with the ENC Unit instalment instructions. User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall be entitled to use one ENC Unit in a number of vehicles which the User is obliged to use for its own needs and the User is obliged not to assign for commercial purposes ENC PACKAGE PLUS or ENC PACKAGE NEXT or its particular part to third persons on one-time, occasional or permanent basis. Should the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT prefer to use the ENC Unit in more than one vehicle, he/she shall buy the corresponding number of mounting brackets for each vehicle.

19.3. User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall take due care that:

- a) in the case of an ENC PACKAGE, when using the ENC Unit during transaction, the duration of ENC PACKAGE has not expired,
- b) in the case of an ENC PACKAGE there is sufficient coverage for the use of the ENC Unit in the form of sufficient balance on the User Account or a valid Payment Card registered for the ENC PACKAGE NEXT;
- c) the Payment Card has not expired;
- d) the Payment Card has not been cancelled;
- e) the standing order has not expired and/or that the usage of the ENC Unit has not been cancelled.

In the event any of the mentioned circumstances take place, the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT agrees that payment of toll by ENC Unit at a Toll Collection Point be refused.

19.4. The User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall observe the following rules when passing through Toll Collection Points:

- When approaching a Toll Collection Point, the User must slow down and keep distance between vehicles of at least 5.0 meters;
- When approaching a Toll Collection Point, the User must stop the vehicle in front of the barrier, wait for the barrier to open and for the green traffic light signalling that the ENC Unit has been read and passage is possible;

In the event of breach of the above rules, BINA-ISTRA reserves the right to terminate the User Scheme.

19.5. BINA-ISTRA shall be entitled to charge the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT for any usage of the ENC Unit occurred after the expiry of the time limit of the ENC PACKAGE and/or after the usage of ENC has been cancelled the full price of toll for the corresponding group.

19.6. BINA-ISTRA shall be entitled to charge the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT for any usage of the ENC Unit occurring after BINA-ISTRA has received a notification by the issuer of the Payment Card on the expiry of the Payment Card, cancellation of the Payment Card or expiry of the standing order the full price of toll for the corresponding group.

19.7. User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall introduce each and every Bearer to whom the ENC Unit is being handed over with these General Terms and Conditions. The User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall be responsible to BINA-ISTRA should the Bearer of the ENC Unit act contrary to these General Terms and Conditions and shall reimburse BINA-ISTRA all related costs.

19.8. User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall be responsible for every unauthorized or illegal use of the ENC Unit and shall bear all costs relating to such use and in general for any use of the ENC Unit contrary to these General Terms and Conditions. In the event of loss or theft of the ENC Unit, the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall notify BINA-ISTRA as described in Article 9.4. hereof.

19.9. User of the ENC PACKAGE or User of the ENC PACKAGE NEXT shall reimburse BINA-ISTRA all costs incurred through the use of the ENC Unit in case of loss or theft of the ENC Unit until the receipt by BINA-ISTRA of the notification in accordance with Article 19.7 hereof when BINA-ISTRA shall cancel the use of the lost or stolen unit.

19.10. User of the ENC PACKAGE or User of the ENC PACKAGE NEXT is the owner of the ENC Unit and is therefore responsible for every mechanical damage made to the ENC Unit because of which the ENC Unit cannot be used in the electronic toll payment system and/or because of which the Unit will not be accepted by HAC or ARZ. User of the ENC PACKAGE or User of the ENC PACKAGE NEXT is also responsible for loss or theft of the ENC Unit.

19.11. BINA-ISTRA guarantees the proper functioning of every purchased ENC Unit for a period of two years from the date of delivery of the ENC Unit to the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT.

19.12. BINA-ISTRA shall not be responsible to the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT for the damage of the ENC Unit or damage suffered by the User of the ENC PACKAGE or User of the ENC PACKAGE NEXT or a third party because of treatment contrary to these General Terms and Conditions.

## **Article 20**

### **Temporary Invalidation of the ENC Unit and/or Suspension of the INTERNET-SMS Service**

20.1. BINA-ISTRA is entitled to temporarily cancel or invalidate the ENC Unit and/or suspend the INTERNET-SMS Service, and also to limit the use of the ENC PACKAGE Service if during the User Scheme BINA-ISTRA learns of the existence of certain circumstances specified in Article 4.2.1., items c), d), e) or f), if it receives a notice of loss or theft of the ENC Unit within the meaning of Article 19.8 hereof, if it receives a notice of loss or unauthorised use of the secret PIN within the meaning of Article 9.4 and in any other case in terms of Art. 4.2.1 (i) herein.

20.2. The ENC Unit and/or the INTERNET-SMS Service will be reactivated once the reasons for the temporary invalidation or suspension cease to exist. Following the reactivation, the User shall be able to use the available balance on his User Account in the period ahead which is equal to the period during which the User's ENC Unit was invalidated and/or the INTERNET-SMS Service suspended.

20.3. The User of the ENC PACKAGE or the User of the ENC PACKAGE NEXT shall bear the costs related to the temporary invalidation or suspension and for the reactivation in accordance with this Article.

20.4. BINA-ISTRA shall be entitled to limit the time of the use of the ENC Unit without stating any particular reason.

## **Article 21**

### **Cancellation and Termination of the User Scheme**

21.1. The User is entitled to cancel the ENC PACKAGE Service and, where applicable, the INTERNET-SMS Service without stating a reasonable reason, by submitting to BINA-ISTRA a signed Request for the Cancellation of the ENC PACKAGE by mail, fax, email, official BINA-ISTRA web site ([www.bina-istra.hr](http://www.bina-istra.hr)) or in person to an ENC PACKAGE Point of Sale. In the said case, the User Scheme concerning ENC PACKAGE Service shall terminate on the date of receipt by BINA-ISTRA of

the signed Request for the Cancellation of ENC PACKAGE. In the event of cancellation or termination of ENC PACKAGE, with the exception of cases referred to in Art. 18.3 hereto, the User shall be entitled to submit a written request to BINA-ISTRA within 30 (thirty) days upon the occurrence of the consequences of the cancellation of the User Scheme, for the disbursement of funds remaining on the User Account, on condition that not more than 365 days, or 366 days in the event of a leap year, has expired after the expiry date of the ENC PACKAGE. In such event, BINA-ISTRA shall calculate the remaining balance in the User Account of the User in the way that all passages made through the Toll Collection Points on the Istrian Y Motorway since the last used top up are calculated at the regular, non-discount price of toll valid on the day of each transaction and subtracted from the current balance. By signing the Request for disbursement of funds on the User Account, the User allows BINA-ISTRA to suspend the User Account, which means that the User will not be able to use the ENC PACKAGE Services until disbursement is made. This paragraph shall apply correspondingly to the cancellation of the ENC PACKAGE NEXT.

21.2 In the event that the User made a minimum of three passages after the last completed top up of the User Account and submitted the Request for disbursement of funds from the User Account, BINA-ISTRA shall calculate the passages made after the last used top up of the User Account in accordance with Article 21.1 herein, deduct such amount from the currently available balance and charge an additional fee of the amount of not less than 100.00 HRK or 20% of the remaining balance which was available in the User Account before the last top up of the User Account, which remains a discretionary power of BINA-ISTRA.

21.3 Disbursement of funds from the User Account referred to in Articles 21.1 and 21.2 shall be made in accordance with Articles 18.4 and 18.5 hereto.

21.4. The User Scheme between BINA-ISTRA and the User may be terminated for reasons provided in the regulations of the Republic of Croatia currently in force, for other reasons provided by the provisions of these General Terms and Conditions, and for the following reasons:

- if the User is using the ENC Unit contrary to the provisions of these General Terms and Conditions;
- if the User's ENC Unit is temporarily invalidated and/or INTERNET-SMS Service is temporarily suspended in accordance with Article 20 of these General Terms and Conditions, and such reasons are not remedied within 7 days of the date of such temporary invalidation or suspension;
- if the User violates some other obligations arising from the User Scheme, e.g. prevents collection of toll with his vehicle or by any other means or manner, refuses to pay for the passage and similar;
- if BINA-ISTRA learns that certain data contained in the Request is false or incomplete, and such data are not duly corrected by the User within 7 days of the date of receipt of BINA-ISTRA's notification;
- if there is reasonable doubt that the User is abusing the ENC PACKAGE provided by BINA-ISTRA or if the User enables third parties to perform such abuse or if there is reasonable doubt that the ENC PACKAGE of BINA-ISTRA is being used by a third party to commit unlawful acts;
- if there is reasonable doubt that the User is abusing the INTERNET-SMS Service in a way that an unauthorised person uses the GSM number stated in the Request for INTERNET-SMS Service or the secret PIN for top up or login to My user Account, that the Payment Card stated in the Request for INTERNET-SMS Service is being used without authorisation or that the User made the secret PIN publicly available.
- if there is any other reason for which, at BINA-ISTRA's discretion, toll collection would be disabled or limited.

In the event of termination of the User Scheme, the User Scheme shall terminate on the date of receipt by the User of a signed notice of termination in the event that BINA-ISTRA is the terminating party or on the date of receipt by BINA-ISTRA of a signed notice of termination if the User Scheme is terminated by the User.

21.5. In the event of cancellation or termination of the User Scheme, the INTERNET-SMS Service and the INTERNET-SMS Authorisation and Order shall also be deemed cancelled or terminated as of the date of cancellation or termination of the User Scheme, and the User agrees that after the cancellation or termination of the User Scheme all costs relating to cancellation or termination of the User Scheme, such as costs of the ENC deactivation, should charge the User Account. The User further agrees that all costs of payments into the User Account authorized by the secret PIN prior to the cancellation or termination of the User Scheme and the negative balance on the User Account should be charged to his Payment Card.

21.6. The provisions set out in this Article shall apply correspondingly to the cancellation of the ENC PACKAGE NEXT; however, the ENC PACKAGE NEXT may terminate earlier in case of expiry of the

period to which the use of the ENC Unit is limited, of cancellation and/or termination of the Standing Order.

## **Article 22 Notification**

22.1. BINA-ISTRA reserves the right to inform its Users of the ENC PACKAGE or Users of the ENC PACKAGE NEXT of new products and services, conditions and works on the Istrian Y Motorway, by the use of various means of communication, such as mail, telephone, text messages (SMS), email, internet messages to be found under "Messages" of the ONLINE PREPAYMENT.

22.2. By accepting these General Terms and Conditions the User agrees to the above mentioned forms of information by BINA-ISTRA.

## **Article 23 User's Identification**

In the event of an actual or threatened abuse of the rights referred to herein, insufficient balance on the User Account, failed functioning of the ENC Unit and similar, the User shall follow the instructions given to him by employees of BINA-ISTRA or of a company in charge of operation and maintenance of the Istrian Y Motorway and present an identification card or a passport to prove his identity.

## **Article 24 Delivery of Receipts**

24.1 The User agrees that receipts regarding payments to the User Account made by transfer order, payment by INTERNET – SMS Service and/or ENC PACKAGE NEXT will be delivered by BINA-ISTRA to the User in electronic form to the email address, or to enable download from the official BINA-ISTRA web page related by logging in the Personal User Account ([www.bina-istra.hr](http://www.bina-istra.hr)) or to be obtained in person at any ENC PACKAGE Point of Sale.

24.2 The User shall give consent to the delivery of the invoice in the way described in the previous Paragraph by signing the Request or Statement of acceptance of invoice delivery by email and/or by official BINA-ISTRA web page ([www.bina-istra.hr](http://www.bina-istra.hr)) in the Settings, subject to PIN authorisation.

## **Article 25 Video Recording and Storing of Transactions**

The User agrees that all transactions made at entry and exit lanes at Toll Collection Points on the Istrian Y Motorway be recorded by video surveillance and stored in BINA-ISTRA's database for later use as evidence in possible disputes related to toll collection and other needs related to BINA-ISTRA's activity. Video surveillance films are kept in the BINA-ISTRA database for 90 days from the day the transaction occurred and all eventual claims to the billed toll amount have to be received exclusively in written form 60 days from the day the transaction occurred at the latest. Claims to the billed toll amount received after 60 days from the day the transaction occurred will not be taken into consideration.

## **Article 26 Amendments to the General Terms and Conditions**

BINA-ISTRA shall publish and make available in the usual and accessible manner, by publication at the ENC PACKAGE Points of Sale and on the official web page of BINA-ISTRA ([www.bina-istra.hr](http://www.bina-istra.hr)), all amendments hereto, where the consolidated text of the General Terms and Conditions, as amended, shall be available at all ENC PACKAGE Points of Sale and on the official web page of BINA-ISTRA ([www.bina-istra.hr](http://www.bina-istra.hr)).

**Article 27**  
**Applicable Law and Settlement of Disputes**

27.1 For the purpose of these General Terms and Conditions, the User Scheme and all other relationships arising from or in connection with these General Terms and Conditions shall be governed by the Law of the Republic of Croatia.

27.2 BINA-ISTRA and the User shall seek an amicable settlement of any disputes arising from the User Scheme, including disputes connected with the INTERNET-SMS Service and/or INTERNET-SMS Authorisation and Order and/or ENC PACKAGE NEXT, and disputes concerning the interpretation, application and execution of these General Terms and Conditions.

27.3. Should BINA-ISTRA and the User fail to resolve the dispute amicably, the competent court in Zagreb shall have jurisdiction.

**BINA-ISTRA d.d.**  
Lupoglav, Zrinščak 57

Date of publication of the General Terms and Conditions: 19.04.2018.

Date of entry into force of the General Terms and Conditions: 27.04.2018.



# ISTARSKI IPSILON

## PRICE LIST

*(in force from 01/01/2019)*


  
**General manager**  
**Dario Silić**









**ISTARSKI IPSILON**  
**PRICE LIST (FULL PRICE AND DISCOUNTED PRICE)**  
**FOR CATEGORY IA**

MATEJLA VLA TUNELIŠČKA*				VRANJA				LUPOGLAV				CERVLJE				IVOLI				RODOVŃO				ZENU				ŠARFANAR				VOJNANI 5				VOJNANI 1				PULA				MEĐARI				BAĐENPA				VIŠNAN				NOVA VAS				BUJE				UMAG			
FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE	FULL PRICE	DISCOUNTED PRICE	DISCOUNTED PRICE	FULL PRICE												
18.00	9.22	16.20		18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00	18.00	9.22	16.20	18.00												
18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00												
18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00	18.00	9.22	16.20	0.00												

VAT is included in prices listed above  
Price list is in force from 01/01/2019. All prices are expressed in HRK (Croatian kuna)  
Discount or price depends on Subscription model

\*A User is charged for the longest distance from the exit toll collection point of the Istrian 7 Motorway for the corresponding vehicle group if the User:





Arrives at the exit toll collection point without the entry ticket or with a falsified entry ticket; arrives at the exit toll collection point after expiry of more than 24 hours since the recorded entry time; waits at the toll area of entry after expiry of a period longer than 15 minutes; exits at the toll area with the recorded entry toll plate located in the direction of the movement opposite to the expected exit toll plate; at the exit toll area presents a card different from the one taken at the entry toll area.

\*A User is charged for the shortest distance from the exit toll collection point of the Istrian 7 Motorway for the corresponding vehicle group if the User:

cuts at the toll area of entry after expiry of a period shorter than 15 minutes.





## ISTRIAN Y MOTORWAY SUBSCRIPTION PRICE LIST

### 1. ENC PACKAGE "PLUS"

	I. IA. CATEGORY	DISCOUNT ON FULL PRICE *		VALIDITY PERIOD	MINIMUM RELOADING AMOUNT ON THE SUBSCRIPTION ACCOUNT
		UČKA TUNNEL	OTHER SECTIONS OF ISTRIAN Y		
		50%	30%	90 days	200,00 kn
	II. CATEGORY	50%	30%	90 days	300,00 kn
	III. CATEGORY	40%	30%	120 days	1.500,00 kn
	IV. CATEGORY	40%	30%	120 days	2.500,00 kn



\* Discount on full price for ENC package "PLUS" equals up to 50% on Učka tunnel and fixed 30% discount on other sections of Istrian motorway. The exact toll price for each category for ENC package "PLUS" and specific relation driven is expressed in subscription price list. Within this ENC package you can use your ENC device also for other categories but at full price. The ENC package related to Category IV can be also used for vehicle Category III under the applicable discounts.

### 2. ENC PACKAGE "EASY"

	I. IA. CATEGORY	DISCOUNT ON FULL PRICE		VALIDITY PERIOD	MINIMUM RELOADING AMOUNT ON THE SUBSCRIPTION ACCOUNT
		UČKA TUNNEL	OTHER SECTIONS OF ISTRIAN Y		
		10%	10%	unlimited*	200,00 kn
	II. CATEGORY	10%	10%	unlimited*	300,00 kn
	III. CATEGORY	10%	10%	unlimited*	1.500,00 kn
	IV. CATEGORY	10%	10%	unlimited*	2.500,00 kn

\*till the Concession expiration at latest

### 3. ENC PACKAGE "NO LIMIT UČKA TUNNEL"


	I. CATEGORY	DISCOUNT ON FULL PRICE		VALIDITY PERIOD	MINIMUM RELOADING AMOUNT ON THE SUBSCRIPTION ACCOUNT
		UČKA TUNNEL	OTHER SECTIONS OF ISTRIAN Y		
		unlimited number of passages	/	calendar month	360,00 kn
	II. CATEGORY	unlimited number of passages	/	calendar month	530,00 kn

This ENC package allows you to use the ENC device only with the car registered

### 4. ENC PACKAGE "NEXT"

	ALL CATEGORIES	TOLL PRICE	MEAN OF PAYMENT
		based on the price list in force	Deferred payment by payment card

### 5. ENC DEVICE

	ENC DEVICE	PRICE PER UNIT
		125,00 kn

VAT is included in price.  
Price list is in force from 01/01/2019

## VEHICLE CATEGORIES

### CATEGORY IA

Motorcycles, motorized tricycles and quads

### CATEGORY I

Motor vehicles with two axles, of a height up to 1.90 m

### CATEGORY 2

- A) motor vehicles with two axles, of a height more than 1.90 m, whose maximum weight does not exceed 3,500 kg
- B) motor vehicles with two axles, of a height less than 1.90 m, regardless of the number of axles and height of the trailer

### CATEGORY 3

- A) Motor vehicles with two or three axles, whose maximum allowable mass exceeds 3,500 kg,
- B) Motor vehicles with two axles, whose maximum allowable mass exceeds 3,500 kg, towing a trailer with one axle,
- C) Motor vehicles belonging to Group 2(a) vehicles towing a trailer, regardless of the number of axles of the trailer

### CATEGORY 4

- A) Motor vehicles with four or more axles, whose maximum allowable mass exceeds 3,500 kg,
- B) Motor vehicles with two axles, whose maximum allowable mass exceeds 3,500 kg, towing a trailer with two or more axles,
- C) Motor vehicles with three axles, maximum allowable mass exceeds 3,500 kg, towing a trailer, regardless of the number of axles of the trailer

