



DKV guidelines for applying for and using the Liber-t BOX

SECTION 1 - GENERAL PROVISIONS

"General Terms and Conditions": refers to DKV's general terms and conditions

"Box issuer": refers to the Société des Autoroutes du Sud de la France, a joint-stock company with registration in the commercial registry of Nanterre under number 572 139 996, which does business on its own account and in accordance with a mutual common mandate with the motorway companies, tunnel and bridge operators and operators of parking facilities which accept the Liber-t BOX for use at the aforementioned toll stations.

"DKV": refers to the company DKV Euro Service GmbH + Co. KG

"DKV Card-agreement": refers to the contract for use of the DKV CARD which the customer has concluded with DKV

"DKV Card": In order to fulfil the purpose of the contract, DKV shall provide the customer with one or several cards ("DKV Cards"). These entitle the customer, within the validity period specified on the DKV Card and, where indicated, for the specified motor vehicle, to purchase goods without cash or utilise works and services as well as other benefits from the domestic and overseas service partners contractually affiliated with DKV, and in certain cases also directly from DKV, for business and vehicle-related purposes only.

"Customer" refers to the person or the company who has already concluded a contract, which allows him or her to use the DKV CARD for its own commercial purposes

"Liber-t BOX contract": refers to the contract between DKV and the customer, which allows the latter to use one or more Liber-t BOXES, and which includes the following:

- the original order form for the Liber-t BOX
- this guideline
- the General Terms and Conditions

"Liber-t BOX": refers to the device which will be issued by the box distributor and which is used for registration of toll and parking transactions for use of the network

"Toll ": refers to the toll for vehicles of toll categories

1*, 2*, 5*** and those which are downgraded to belong to toll category 1**** in the motorway, tunnel and bridge operator's network, and which will be accepted by the Liber-t BOX upon entry of the automatic lanes, which are marked with the sign "t". Definition of the permitted categories:

* Category 1 = vehicles or vehicle units with a total height less than or equal to 2 metres and a gross vehicle weight (permissible gross weight) less than or equal to 3.5 metric tons.

* Category 2 = vehicles or vehicle units with an overall height greater than 2 metres and less than 3 metres and a permissible gross weight less than or equal to 3.5 metric tons.

*** Category 5 = motorcycles, sidecars and trikes.

**** Vehicles which can be downgraded to category 1 = category 2 vehicles which are equipped for transport of the handicapped (upon presentation of a certificate of disability or handicap).

"Toll companies": refers to motorway companies, tunnel and bridge operators and parking facility operators which accept the Liber-t electronic toll collection system. The list of motorway companies and tunnel and bridge operators can be found on the website www.dkv-euroservice.com at any time or by an updated list which DKV will announce it by means of various media.

"Network": refers to all toll lanes of the motorway operators, tunnel and bridge operators (with the exception of the Mont-Blanc tunnel and Fréjus), as well as all parking facilities which accept the Liber-t BOX.

"Parking spaces": refers to parking spaces which are marked with the symbol "t"

"Guidelines": refers to this DKV guidelines for applying for and using the Liber-t BOX

"List of service fees": DKV shall additionally charge reasonable service fees in the form of percentage surcharges, or fixed amounts and/or special fees for the deliveries and/or services used by the customer in Germany and abroad, which are shown in the list of service fees applicable to the respective customer country at the time of the use of the delivery or service, or agreed separately with the customer. DKV is entitled to amend the list of service fees in accordance with the provisions of DKV's GTC.

Article 2 - Scope

Possession and/or use of the Liber-t BOX legally implies unreserved consent to the policies and all future directives which amend or replace them.

Article 3 – Subject

The subject of the guidelines is to set the conditions for receiving, using, and for the operating and returning of the Liber-t BOX by the customer. The Liber-t BOX allows the customer to use the toll lanes, in the network of the toll companies, indicated by the symbol "t", which have facilities for registering and paying the toll and parking fees incurred.

Article 4 - Signing - Ordering the Liber-t BOX

4.1 All requests for drafting of a Liber-t BOX contract must be accompanied by the following:

- the order form for the Liber-t BOX, duly completed, dated and signed by the customer
- the guidelines,
- the terms and conditions

Each Liber-t BOX ordered must be combined with a DKV CARD, i.e. every customer must have a valid DKV Card for each Liber-t BOX. This requirement shall be reviewed by DKV in the form of a plausibility check.

DKV reserves the right not to work on an application to draft a Liber-t BOX contract in the event that an incomplete application is returned or for other reasons, in particular if the real or personal collateral or guarantees which DKV demands for drafting of the Liber-t BOX contract is not provided or in the event of termination of a previous contract by the box issuer or one of the toll companies due to fraud or lack of payment.

4.2 Additional Liber-t BOXES: If the customer would like to use one or more additional Liber-t BOXES, he must send the appropriate form to DKV, available on the website www.dkv-euroservice.com in the "Liber-t" section. The remuneration defined in Article 12.2.1 is billed pro rata by month according to the time remaining in the current year for the additional Liber-t BOXES until the date of entry into force of the Liber-t BOX contract.

Section 2 - Terms and conditions for the use of the Liber-t BOX

Article 5 - Conditions applicable to all uses: The customer is responsible for the use, maintenance and keeping of the Liber-t BOX provided, possession of which is acquired by the customer for the duration of the Liber-t BOX contract. Under threat of immediate automatic cancellation of the Liber-t BOX contract, the customer may in no case assign, rent, or transfer the Liber-t BOX to a third party.

The user of the Liber-t BOX must comply with the legal regulations and operator-imposed regulations that apply on the motorways, tunnels, bridges and parking facilities, as well as operational regulations.

The customer hereby undertakes to comply with all use instructions which are announced to him and in particular:

- may not have in his vehicle more than one Liber-t BOX in active mode (a Liber-t BOX is considered to be active starting when it is no longer in the protective packaging delivered with the Liber-t BOX).
- The Liber-t BOX must be installed and positioned on the windscreen correctly according to the user manual instructions which were issued together with the Liber-t BOX.

Failure to follow these instructions can worsen the Liber-t toll service and the customer risks billing anomalies.

Only the actual existence of a valid, active, and correctly positioned Liber-t BOX in the vehicle permits its possessor to claim his status as a Liber-t toll subscriber and to claim the associated benefits. Under these conditions, the transaction takes precedence and excludes all other types of payment of the entire amount, even partial payments. Should the customer wish to pay the owed amount outside of the Liber-t BOX contract, the customer is responsible for switching his Liber-t BOX to inactive mode. The Liber-t BOX is independent of the vehicle and can be used by customer in different vehicles. It may not however in any case be used in multiple vehicles which are driving in succession in the same or different toll lanes.

Article 6 – Terms and conditions applicable for the use of the Liber-t BOX on motorways, including free-flow sections, on tunnels and on bridges:

6.1 Conduct of the customer at the tollbooth: In order to fully use the Liber-t electronic toll services, the customer must use the entrance and pay lanes which are marked by the symbol "t". Vehicles of category 1 must if possible use the toll lanes which are reserved for this category (which in general are equipped with a height limiting device of 2 metres). Vehicles of categories 2 and 5 which are equipped with a Liber-t BOX must use the lanes which are marked with a "t" at the entrance and which have a lane which has a "t" symbol without height limitation device, accessible via the toll lane.

The customer is required to observe the following:

- The signage relating to the vehicles permitted in the lanes (category, height limiter device, reservation for category 1 light vehicles, reservation for category 5 motorcycles, etc.),
- the traffic lights,
- the passage traffic lights and barriers,
- a minimum distance of 4 metres between vehicles at the passage to the toll entrance or payment lane,

- the recommendations and regulations that contribute to personal safety.

If valid information of the on board unit is missing, the toll company reserves the right to apply the tariff of the most expensive route for the relevant exit toll (TLPC) at the exit.

6.2. Conduct of the customer in particular situations: In the specific situations described below, an increased toll (highest applicable toll for the section, increased classification) can be charged

Special situations:

- Invalid entry data (non-compliant route, exceeding the validity period).
- Vehicles of category 5, which travel on the lanes with a 2 metre height limiting: by default, category 5 vehicles which use these lanes will be charged at the rate applicable to category 1.

Other situations:

- In the event of a malfunction of the Liber-t BOX or electronic toll material at the entrance, the customer must get a transit slip at the column and present this at the exit (at the manual cashier system or, for at the automatic lane, in the reader at the payment terminal provided).
- For passage in an automatic toll lane, the customer who uses a category 1 vehicle with loads on the roof (total over 2 m height), must stop before the payment terminal and use auxiliary device which is available there.
- A customer who uses a category 2 vehicle which is equipped for the transport of persons with disabilities can request a toll class downgrade by using a lane with a hand cashier system and presenting the personnel with his Liber-t BOX and the vehicle registration certificate. If no lane with a hand cashier system is available, the customer should speak with a staff member using the intercom provided at the automatic lane.

In case needed, the customer can use the auxiliary device which is provided for him at the automatic lane which allows him to speak with personnel through the intercom.

Use of the Liber-t BOX by a category 2 vehicle which is reserved for category 1 (equipped with a height limiting device) or with a category 3 or 4 vehicle is not permitted and can be reported as fraud by the toll operator.

6.3 Conclusion of the contract in the case of free-flow sections: A “free-flow section” is a section of a toll road consisting of one or more lanes (without toll barriers) on which motor vehicles do not have to stop or slow down for the purpose of toll collection. There are systems on the road section, e.g. camera bridges with sensors (hereinafter also referred to as: “camera bridge”). When the customer drives under the system, the OBU records the toll event (hereinafter also referred to as: “**OBU toll collection**”).

Every time a free-flow section is used (e.g. when the customer drives under a camera bridge), DKV and the customer enter into an individual contract under which DKV grants the customer the right to use the respective free-flow section pursuant to section 8 (c) of the GTC. The customer must pay the toll fees/charges due for the use of the free-flow section in accordance with Article 12. This will also be the case if a system on or before a free-flow section, e.g. a camera bridge, does not have a DKV logo on it or if there is nothing else to indicate to the customer that it is a DKV system before the customer drives under it on a free-flow section.

Article 7 - Conditions for use of the Liber-t BOX in parking facilities:

In carparks which have facilities that are marked by the symbol “t”, the Liber-t BOX allows the customer to pay the parking fees owed at the time of exit using one of the lanes marked with the symbol “t”. The permissible height as well as the potential access restrictions for LPG vehicles must be checked in advance.

Article 8 - Exchange - Repossession of the Liber-t BOX

8.1 Exchange in the event of technical difficulties: So long as the requirements of proper installation and proper use of the Liber-t BOX have been met by the customer, he may demand replacement in the event of technical malfunction by completing the appropriate service form provided on the website www.dkv-euroservice.com in the Liber-t section, and submit this to DKV.

Replacement of the Liber-t Box is free, except for shipping costs in accordance to Article 12.3.

From the time of the replacement request, the defective Liber-t BOX must be returned to DKV in accordance with the conditions set in Article 11.

If inspection upon receipt of the Liber-t BOX reveals that the malfunction was caused by the customer, the customer shall pay compensation for each Liber-t BOX, in accordance with the list of service fees (Equipment fee on no return). In the latter case, replacement of the Liber-t BOX will be processed as an order for an additional Liber-t BOX, according to the conditions of Article 4.2 above.

8.2 Repossession - Exchange, other cases: DKV can, at any time during the period of validity of the Liber-t BOX contract, especially in the case of disabling, fraud, alteration or counterfeiting of a Liber-t BOX, take the initiative to repossess the Liber-t BOX or allow the toll companies to undertake a repossession, and when necessary replace the Liber-t Box.

DKV can moreover also repossess and/or exchange the Liber-t BOX for technical reasons, such as for example in the case of modification of the Liber-t BOX, its functioning, wear and tear or further development of the Liber-t electronic toll service.

Return of the Liber-t BOX by the customer is to be performed in accordance with the conditions laid down in Article 11.

Article 9 - Theft, loss of the Liber-t BOX

9.1 The customer may only block the Liber-t BOX in the event of theft or loss. The blocking notification of the Liber-t BOX must be provided to DKV immediately using the appropriate service sheet, available at the website www.dkv-euroservice.com under the heading “Liber-t”. This notice must contain the number of the affected Liber-t BOX. The customer is required to send a copy of police report regarding the loss or theft to DKV.

9.2 The Liber-t BOX shall be blocked within a maximum period of three (3) business days after receipt of the notification of the blocking notification by DKV. After the above maximum period of three (3) business days, DKV indemnifies the customer, in accordance with the conditions laid down in article 5 and except in cases of fraud, from liability for any unauthorised use of the blocked Liber-t BOX. DKV is not liable for a block which was not communicated by the customer or his authorised representative.

9.3 If the customer wants to exchange the blocked Liber-t BOX, he must request this Exchange in accordance with the conditions defined in Article 8.1.

9.4 In the case of loss or theft of a Liber-t BOX, the customer shall owe a compensation, in accordance with the list of service fees per Liber-t BOX (Equipment fee on no return).

9.5 A Liber-t BOX which has been reported as lost or stolen may no longer be used if it is found again. Instead the customer must return it in accordance to the conditions laid down in Article 11. Upon return of a Liber-t BOX in good condition according to the conditions laid down in Article 11 and within maximum (thirty) 30 days after the blocking notice by the customer, the compensation referred to in Article 9.4 shall be returned. After this deadline, the customer can claim no refund.

Use of a locked Liber-t BOX by the customer may result in immediate automatic termination of the Liber-t BOX contract.

Article 10 - Blocking

In accordance with the conditions laid down in the article “Prohibition of use and blocking” in the terms and conditions, DKV can block some or all of the customer’s Liber-t BOXES without a demand for return, and temporarily block the box via the box issuer.

In the case of a temporary block of individual or all Liber-t BOXes, the compensation according to Article 12.1 is still owed.

A blocked Liber-t BOX can be taken out of circulation by the personnel of a toll company.

Article 11 - Return of the Liber-t BOX

11.1 In the event of (i) termination of the Liber-t BOX contract, or (ii) a demand by DKV for return of the Liber-t BOX for any reason, the customer must immediately return all affected Liber-t BOXES in his possession at his own cost to DKV by registered letter with a return receipt and packed hermetically in its protective cover, to the following address:

DKV EURO SERVICE GmbH + Co. KG
 OBU Management
 Balcke-Dürr-Allee 3
 D-40882 RATINGEN
 Germany

11.2 If the Liber-t BOX is not returned within thirty (30) days from the aforementioned demand for return or after the time of the event which triggered the return, the customer is automatically liable for damages in accordance with the list of service fees for each non-returned Liber-t BOX (Equipment fee on no return).
If Liber-t BOXES are returned in poor condition, the customer shall owe a compensation in accordance with the list of service fees per Liber-t BOX (Equipment fee on no return).

11.3 Return of the Liber-t BOX does not result in a reduction of the monthly user fee in accordance with Article 12.2.1, since the fee for every new year is fully owed.

11.4 Toll amounts for the routes or the parking fees which have been confirmed to be due to improper use of the Liber-t BOX, will be collected from the customer irrespective any criminal proceedings, and DKV reserves the right to open criminal proceedings.

11.5 In the case of the premature return of the Liber-t BOX at the instigation of the customer, which does not take place according to the normal exchange procedure, the box issuer shall bill DKV for the costs of premature return of the Liber-t BOX, and these costs are passed on to the customer. These costs depend on how many months have passed since the delivery date, may be taken from the list of service fees, and are composed as follows (Fee for early return).

SECTION 3 - FINANCIAL CONDITIONS

Article 12 - Price, payment and other costs

12.1 Tolls and parking fees: The toll charges and parking fees incurred through use of the Liber-t BOX are charged according to the rates which to the passage at the motorway toll booths, tunnels and bridges and/or parking facilities.

The toll charges and parking fees can be changed, in particular on the occasion of adjustments of the schedule of toll charges or parking fees by the toll companies, and are therefore not part of the Liber-t BOX contract. The changes in the tariffs of tolls and parking fees apply starting from the time they come into force.

12.2 Compensation

12.2.1 Central administration fee: DKV charges a central administration fee for each Liber-t BOX in accordance with the List of Service Fees. This central administration fee, which DKV charges for the remote administration of the box, is a lump sum.

12.2.2 Service fee: DKV bills service charges to the customer – depending on the net total of the tolls and parking charges incurred by the customer and in accordance with the list of service fees, which can be viewed at any time on DKV's website at www.dkv-euroservice.com or which DKV can send you upon request.

12.2.3 Shipping fee: DKV charges a fee for each order and the dispatch of the Liber-t BOX to the ordering party in accordance with the list of service fees.

Article 13 – Billing

13.1 Tolls and parking fees: For each invoice, DKV issues a single passage ticket (a so-called passage list). This passage list specifies for each Liber-t BOX and for each transaction:

- for motorway travel:
 - the date of passage at the tollbooth
 - the toll category,
 - the route travelled,
 - the gross and net toll amount.
- for parking in parking facilities:
 - the date of exit from the parking lot,
 - the gross and net parking fee,
 - the name of the parking facility.

The invoice and the passage list in accordance with this article are the sole documents issued. Registration of the transaction at the toll lane or at the parking facility exit represents proof of passage.
Since the national toll motorway network includes sections which are operated jointly by several toll companies, certain routes on the passage list can be split between the different toll companies.

Billing of the amounts owed by the customer takes place on a semi-monthly basis, except for special terms and conditions.

A first invoice covers the first part of the month from the 1st to the 15th of the month. A second invoice covers the second half of the month, from the 16th to the last calendar day of the respective month.

The invoice is not valid as a documentation of the routes travelled by the customer during the corresponding period. Each transaction which takes place during the corresponding period, but which is not on the passage list, will be applied to subsequent invoices.

The invoice does not apply traffic routes as compensation acknowledgement for the customer during the corresponding period. Any transaction that occurred during the relevant period, but is not on the passage list, will be applied on a temporally subsequent invoices.

13.2 Other: Billing of the service fees and shipping costs takes place semi-monthly.

In accordance with Article 12.2.1, billing of the general fee takes place on an annual basis.

Article 14 - Out-of-court objection to billing

Any out-of-court objection to items on a particular bill is to be communicated to DKV by registered letter with acknowledgement of receipt no later than ninety (90) days after invoice date. Such an objection does not release the customer from the obligation to pay the disputed invoice.

Any corrections will be adjusted at a later time.

SECTION 4 - DURATION – TERMINATION

Article 15 - Duration

The Liber-t BOX contract enters into force upon receipt by DKV of the full application for drafting of the Liber-t BOX contract and is concluded for an indefinite duration.

Article 16 - Cancellation

16.1. Cancellation by the customer: The customer may terminate the Liber-t BOX contract at any time with a minimum period of notice of fifteen (15) days by registered letter with acknowledgement of receipt. The termination shall only take effect from the date of return of the Liber-t BOX, in accordance with Article 11.

16.2 Cancellation by DKV: In addition to the applicable provisions regarding cancellation in the terms and conditions, DKV may extraordinarily cancel the contract with immediate effect without compensation in the following cases:

- at the end of the DKV CARD contract, for any reason.
- in the event that Liber-t toll services are discontinued;
- upon discontinuation of the partnership agreement between DKV and the box issuer, for whatever reason.

Section 5 ARTICLE – OTHER

Article 17 - Modification of the guidelines:

DKV reserves the right to modify the guidelines at any time. In the event of a change in guidelines, DKV sends the new guidelines to the customer, together with an invoice. The invoice will contain a note informing the customer about the change of the guidelines. Any use of the Liber-t BOX after receiving the notice with the invoice implies the customer's unconditional consent to the new guidelines. The customer may refuse the new guidelines by cancelling the Liber-t BOX contract and immediately ceasing use of the Liber-t BOXES in his possession and by sending these Liber-t BOXES back to DKV in accordance with Article 11.

Article 18 - General terms and conditions

The general terms and conditions shall also apply.

Article 19 – Data protection

19.1 Data processing for the provision of toll services

DKV collects and processes personal data within the scope of the guidelines as the data controller within the meaning of Article 4 No. 7 GDPR. The data is processed for the purpose of effecting the toll payments, including any registration of the customer for suppliers' systems and the subsequent invoicing of those services. This also includes data processing for the purposes of analysing malfunctions, detecting misuse and ensuring IT security. The legal basis for the data processing required for these purposes is Article 6(1), sentence 1, points b and f GDPR. DKV also processes data for the purpose of continuously improving its services and for market research and opinion polling. These are legitimate interests of DKV in accordance with Article 6(1), sentence 1, point f GDPR.

19.2 Failure to pay toll

In the event of failure to pay the toll, we point out that on the basis of statutory and/or official regulations of the respective Member States, DKV

may be required to provide data to toll companies for the purposes of toll recovery. The legal basis for such provision of data is Article 6(1), point c GDPR.

19.3 Transmission of data/information on data protection

DKV transmits the data for the above-mentioned purposes in particular to companies associated with DKV within the meaning of Article 15 AktG [German Stock Corporation Act] as well as to suppliers.

For further information, in particular with regard to any existing rights of data subjects, please refer to the general privacy policy of DKV, which you can access at www.dkv-euroservice.com/datenschutz.

Article 20 – Applicability of German law

German law applies, even if otherwise stated in DKV's GTC. The place of jurisdiction for all disputes arising from or relating to these conditions and the individual contracts concluded in accordance with them – including after their termination – is Düsseldorf.

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